

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

Date : 05.04.2024



Odisha Gramya Bank

**REQUEST FOR PROPOSAL (RFP)
FOR
APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27**

RFP Reference No.	PTD/TDS/RFP/ 01/2024-25
RFP Issuance Date	05.04.2024
Last Date of request for Queries/ Clarifications	26th April 2024 by 5.00 PM
Date and time of Pre-Bid Meeting	29th April 2024 at 3.00 PM
Last Date for receipt of bids	4th May 2024 by 5.00 PM
Date and time of opening technical bids	6th May 2024 by 5.00 PM

**PLANNING & TREASURY DEPARTMENT
ODISHA GRAMYA BANK
HEAD OFFICE
AT – GANDAMUNDA, PO – KHANDAGIRI
BHUBANESWAR 751030**

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IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION

S NO	Particulars	Timeline
1	Issuance Date of RFP	05.04.2024
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	26 TH April 2024 BY 5.00 PM Format for seeking clarification is given in Clause No 2.1 Queries to be sent to planning@odishabank.in
3	Pre-bid Meeting Date and Venue Details	Meeting will be conducted on 29 th April 2024 at 3.00 PM at Odisha Gramya Bank Head Office. Bidders willing to participate in pre-bid meeting need to submit their details at planning@odishabank.in on or before 26 TH April 2024 by 5.00 PM. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: www.odishabank.in and informed vide mail to the bidders who have raised queries.
4	Last Date and Time of Submission of Bids	4 TH May 2024 BY 5.00 PM

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5	Date and time of opening of Technical Bid	6 th MAY 2024 BY 5.00 PM
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in	Shall be intimated separately by the Bank through email.
7	Opening of Commercial Bids	The commercial bids of only those bidders will be opened who meet the eligibility criteria and qualify in technical evaluation. The date for commercial bid opening would be communicated via e-mail to the technically qualify Bidders.
8	Bid Cost (Non Refundable)	Rs.5,900 (Including 18% GST) in the form of Demand draft in favour of Odisha Gramya Bank, payable at Bhubaneswar.
9	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.
10	Address for submission of documents along with Demand Draft towards EMD	General Manager Odisha Gramya Bank, Planning & Treasury Department, Head Office, Gandamunda, PO-Khandagiri, Bhubaneswar – 751030
11	Name of contact officials	Mr. Gautam Mahato Senior Manager Odisha Gramya Bank, Planning & Treasury Department, Head Office, Gandamunda, PO-Khandagiri, Bhubaneswar – 751030. Phone: 0674- 2353018

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Other Important Information to Bidders -

1. The RFP document can be downloaded from www.odishabank.in and on request by mailing to planning@odishabank.in.
2. Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
3. Bank will follow two bid system. Technical Bid of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in offline mode only at designated office as mentioned in Point No. 10 of - Important Dates and Information on RFP Submission. Further, Bidders must submit their commercial bid as per the format given in this RFP (as per Annexure VII) in a separate envelope and not be included with Technical Bid. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.
4. A paper publication will be made for the information to the prospective bidders regarding this RFP. However, clarifications, modifications and date of extensions, if any, will be published in the Bank's website only.
5. All the documents in support of eligibility criteria etc. are also to be submitted in offline mode only at designated office as mentioned in Point No. 10 of - Important Dates and Information on RFP Submission.
6. Documents which are to be submitted are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
7. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.
8. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.
The RFP document (alongwith addendums, if any) needs to be signed and stamped by the authorised signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).

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9. Bank has the right to accept or reject any quotation/cancel the e-RFP at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.
10. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as well as Start-ups as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration for claiming MSE Benefits as per ANNEXURE – VII.
11. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.
12. Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and it will become part and parcel of RFP.
13. 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 shall be final, conclusive and binding on all the parties.
14. The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.
15. It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this RFP process and to provide all the services and deliverables under the RFP to the Bank.
16. All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be submitted with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.

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17. The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
18. The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank's website. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.
19. Each Bidder may conduct its own independent investigation and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder may require. Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.
20. This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

ABBREVIATIONS USED IN THE DOCUMENT

Abbreviation	Expansion
ATS	Annual Technical Support
CA	Chartered Accountant
CVC	Central Vigilance commission
DD	Demand Draft
EMD	Ernest Money Deposit
GST	Goods and Services Tax
OEM	Original Equipment Manufacturer
OGB	Odisha Gramya Bank
IOB	Indian Overseas Bank
IT	Information Technology
KYC	Know your Customer
NEFT	National Electronic Fund Transfer
OS	Operating System
OEM	Original Equipment Manufacturer
RFP	Request for Proposal

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RBI	Reserve Bank of India
SB	Successful Bidder
SLA	Service Level Agreement
SOP	Standard Operating Procedure
UAT	Unit Acceptance Testing
CBS	Core Banking Solution
TCPC	Tax Compliance and Payment Cell
OVD	Officially Valid documents
FAQ	Frequently Asked Question
ETL	Extract, Transform and Load
OS	Operating System
TDS	Tax Deduction at Source
TCO	Total Cost of Ownership

Following terms are used in the document interchangeably to mean:

Bank	Bank refers to "Odisha Gramya Bank (OGB)" including its Branches, Regional offices, Head Office Departments and all other units and establishments etc.
Bidder	The Bidder means an interested and eligible party submitting its proposal in response of this RFP.

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INTRODUCTION

Odisha Gramya bank (hereinafter referred to as "Bank") invites RFPs from Appointment of TDS consultant for providing end to end solution and services for filing of TDS (Tax Deducted At Source) returns from Q2 (2024-25) to FY 2026-27 based on the requirements, specifications, terms and conditions laid down in this RFP and its Annexure.

THIS DOCUMENT CONSIST OF THREE PARTS.

- 1. PART I - DETAILS PROJECT SPECIFIC TERMS AND CONDITIONS**
- 2. PART II - DETAILS GENERAL TERMS AND CONDITIONS**
- 3. PART III - DETAILS SUBMISSION OF VARIOUS DOCUMENTS AS PER FORMATS PROVIDED AS ANNEXES-BIDDER TO SUBMIT THE SIGNED ANNEXURES ALONG WITH THE BID.**

PART I - PROJECT SPECIFIC TERMS & CONDITIONS:

1.1 CONTACT DETAILS ON BIDDING PROCESS:

Sl. No	Description of Information / Requirement	Information / Requirement
1	Name of contact officials for submission of Integrity Pact (in ₹250 Stamp paper) , EMD	Senior Manager, Planning & Treasury Department Phone: 0674- 2353018
2	Address for Communication / Submission of Bids	The General Manager, Odisha Gramya Bank, Planning & Treasury Department Head Office, Gandamunda, PO-Khandagiri Bhubaneswar – 751030.
3	Contact e-mail ID	planning@odishabank.in
4	Meeting Venue	Odisha Gramya Bank Head Office, Gandamunda, Khandagiri, Bhubaneswar-751030

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5	EMD-NEFT Details. EMD in form of DD/NEFT/RTGS only shall be accepted.	A/C No: 015902000002035 IFSC: IOBA0000159 A/C Name: Odisha Gramya Bank Bank Name : Indian Overseas Bank Bhubaneswar Main Branch
6	Bid Security/Earnest Money Deposit	The Bidder shall submit a bid security/EMD of Rs.1.00 lakh along with Bid documents in the form of NEFT/RTGS to account details mentioned in S.No 5 or Demand Draft in favour of Odisha Gramya Bank, payable at Bhubaneswar. The bid security/EMD shall remain valid for a period of 45 days beyond the final bid validity period. Micro and Small Enterprises (MSEs) are exempt from submission of EMD Money. However, they need to submit as declaration as specified in this tender Document.
7	Performance Bank Guarantee	Successful Bidder shall submit Unconditional & Irrevocable Bank Guarantee of 10% of the total value of contract valid for the contract period (i.e., 3 years) from the date of issue of purchase order, with continuous period without any break period, with a claim period of 12 months.
8	Contact details	The General Manager Planning & Treasury Department Odisha Gramya Bank Head Office, Gandamunda, PO - Khandagiri, Bhubaneswar 751030

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1.2 QUALIFICATION CRITERIA (QC):

Bidders/ Applicants should meet the eligibility criteria as given hereunder:

Sl.no	Criteria	Documents to be submitted along with Technical bid
1.	The bidder must be either a registered Partnership Firm or Limited Liability Partnership (LLP) or a Private/Public Limited Company having its own establishment in India for the last 5 years as on 31.03.2023. For MSE and start-ups , they should be in operations since last 3 and 2 years respectively as on 31.03.2023	The Certificate of Incorporation issued by the Registrar of Companies / registered Partnership deed to be submitted.
2.	The Bidder must have an average turnover of minimum Rs.3 crore during last 03 (three) financial year(s). i.e 2020-21, 2021-22 & 2022-23 and positive net worth as per latest audited Balance Sheet.	Audited Financial statements for the financial years 2020-21 and 2021-22 and 2022-23.
3.	Bidder should have experience in handling similar activity i.e. centralised e-filing of TDS returns, TDS default rectification and e-filing of Form 15G/H for minimum three Public Sector Banks/ Private Banks Banks for at least 1000 branches / offices of bank.	Copy of 3-year-old Purchase Order and Satisfactory certificate issued to the bidder by any organization should be submitted with the technical bid. Copy of appointment letter/ experience certificate indicating nature of activity performed, number of branches and period of assignment should be submitted. Annexure IF
4.	The Bidder should not have been banned / declared ineligible for corrupt and fraudulent practices by any Regulatory body/Statutory Body and should not have any disciplinary proceedings, Debar, Suspended Civil and Criminal Proceedings pending against the applicant firm or any of the partners with ICAI/ RBI.	A self-declaration by the Bidder on company's letter head.

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5.	The Bidder should not have been black listed by any Govt. Financial Institutions / Banks / Government/ Semi Government departments/ PSU in India	A self-declaration by the Bidder on company letter head. Annexure II-C
6.	The Bidder's firm should not be owned or controlled by any present Director or employee of IOB/ OGB	A self-declaration by the Bidder on company letter head.
7.	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.
8.	The bidder's solution should be directly integrated with Income Tax e-filing site for direct filing of E-TDS and other related returns.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder
9.	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.
10.	The bidder should be capable of filing the Form 24Q/26Q/27Q besides other required returns such as 15 G/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 bidder's application should be available 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.

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11.	The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexures, addendum and corrigendum for the supply of Solution at Banks Head Office, Regional offices, and other branches/ offices located across the State of Odisha based on the requirements, specifications, terms and conditions laid down in this RFP.	Bidder to submit the letter as per format provided in Annexure III along with the technical bid.
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1. The bidder should submit following undertaking –

- i) Undertaking for not being involved in any litigation which threatens solvency of company. Details of addresses, contact details and corresponding document is to be attached.
- ii) Undertaking for complying with Labour Laws.
- iii) an undertaking on his letter head that all the technical features highlighted as part of Scope of work are covered in totality in the proposal submitted by the bidder. Letter of confirmation to be submitted.

2. Bank shall follow the public procurement guidelines as stipulated in Order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance- Restrictions under Rule 144 (xi) of General Financial Rules 2017.

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NOTE:

- 1. Bidders shall submit the documentary proof for the criteria detailed above. It shall be the responsibility of the bidders to submit relevant proof of document along with the technical bid. Evaluation shall be done based on the documents submitted along with the technical bid. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.**
- 2. During evaluation and comparison of bids, the Bank may, at its discretion, may ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by e-mail by giving a deadline for submission of the clarification/shortfall. Bidder should respond by that specified date as advised by Bank, failing which their bid shall be rejected. No change in prices or substance of the bid shall be permitted. No post-bid clarification at the initiative of the bidder will be entertained. The shortfall information/documents will be sought only in case of historical documents which pre-existed at the time of the RFP opening, and which have not undergone change since then.**

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1.3 SCOPE OF WORK:

Appointment of TDS Consultants for providing end to end solutions and services for filing of TDS /TCS Returns for the period from Q2 (2024-25) TO FY 2026-27.

The detailed Scope of Assignment is given in **ANNEXURE I**.

1.4 CONTRACT PERIOD:

The contract will be valid for a period of 11 Quarters starting from 01.07.2024 and to be extended for a further period of one year at Bank's discretion on mutual consent.

1.5 BANK GUARANTEE:

1. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the successful Bidder shall furnish a bank guarantee in the format as prescribed by Odisha Gramya Bank, from any of the Scheduled Banks (other than Odisha Gramya Bank).
2. Successful Bidder shall submit Unconditional & Irrevocable Bank Guarantee of 10% of the total value of contract valid for the contract period (i.e., 3 years) from the date of issue of purchase order, with continuous period without any break period, with a claim period of 12 months.
3. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Earnest Money Deposit. In such an event, the Bank will call for new bids.
4. The above-mentioned bank guarantees issued by any of the Scheduled Banks (other than Odisha Gramya Bank) is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank or any other mode advised by the Bank. Along with Physical BG, Successful bidder should also advise the BG issuing Bank to generate SFMS message to IOB and details to be shared.
5. Bank reserve its right to invoke the Bank Guarantees (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
 - a) Delay / non-delivery/ Delay in Implementation beyond stipulated schedule as per clause implementation schedule mentioned in bid (Annexure I).
 - b) Non-Performance or violation of the SLA/Contract terms and conditions.

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1.6 BID VALIDITY:

Bids should remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

1.7 AMENDMENT:

- 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.
- 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.
- 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.
- 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.

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1.8 PAYMENT TERMS:

1. Payment term deliverables: The successful bidder shall submit the following documents to Bank before raising invoices:
 - Service Level Agreement
 - Non-Disclosure Agreement.
 - Phase specific deliverables/certificates
 - Signoffs from the business verticals.
 - Bank Guarantee
2. Payments shall be released after deducting applicable Taxes Charges. Payments are subjected to successful and satisfactory review of all deliverables and activities by the Bank.
3. Payment to the vendor will be made after of submission of undisputed bill on quarterly basis, subject to billing as per the accepted terms of the work order and completion of the work and annual review of satisfactory performance as certified by the Bank's Authority.

Kindly note NSDL charges incurred by vendor, if any shall be reimbursed on actual basis on production of bills.
4. Successful Bidder / Vendor shall ensure that Non-Disclosure Agreement and Service Level Agreement have been signed and submitted to authorized official of the Bank before raising the invoices for payment.
5. Applicable taxes, if any, will be deducted from the amount payable.
6. The Bank shall have the right to withhold any payment due to the Successful Bidder / Vendor, in case of delays or defaults on the part of the Successful Bidder / Vendor. Such withholding of payment shall not amount to a default on the part of the Bank.

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1.9 DELIVERY TERMS AND PENALTY TERMS:

1. DELIVERY TERMS:

1. On acceptance of Letter of Intent / Purchase Order, the Successful Bidder / Vendor should initiate to provide end-to-end comprehensive solution for Handling the centralized TDS/TCS compliances of the Bank, which includes providing professional consultancy on compliance of TDS/TCS for the Bank, handling of TDS/TCS related to Customer's/branches/ regional offices/ various head office department's Complaints, individual/bulk challan generation for remittance of all types of monthly TDS & TCS by capturing required data and provision of entry/recording of further information / gap in data by users at different Branches/offices/ Departments and at different levels and filing of statements viz. Form No.24Q, 26Q, 26QAA, 27Q, 27EQ, correction statements, any other return/statement prescribed or to be prescribed by any other regulatory/statutory authorities, Form No. 15G, 15H, 15CC, etc. returns.
2. The bidder should facilitate to generate file for uploading the generated challan information for the payment of TDS amount as per the prescribed format. TDS remittance and returns should be strictly within statutory timelines.

2. PENALTY/LIQUIDATED DAMAGES:

If the Successful Bidder Vendor fails to supply the items / Services to be provided within the specified time for delivery, Bidder / Vendor shall be liable to pay the Bank Liquidated Damages at the rates specified below:

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1. If successful bidder fails to complete the assignment within stipulated time schedule specified in the Scope of the Project, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the total contract value, as liquidated damages, based on the agreement between Odisha Gramya Bank and selected bidder during agreement finalization or until the cancellation of contract subject to maximum of 10% of total contract value. The Bank has right to cancel the contract in case services not effected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the Contract price or any other amount, which is due to consultant from this contract, or any other contract.
2. Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.
3. In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.
4. For delay in TDS compliances any interest and or penalty raised by Income Tax Department on the Bank on account of deviations shall be recovered 100% from the vendor from the outstanding dues payment.
5. The bank expects that the successful Vendor to adhere to the following minimum Service levels:
 - a. Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
 - b. Time bound problem addressing team (onsite/offsite) for the complete contract period.
 - c. Vendor to arrange for updation required in its system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities'/tax authorities towards compliance at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

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6. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Bhubaneswar in favour of Odisha Gramya Bank for the same within 15 days from the notice period from the Bank.
7. In case any help desk support personal is not available continuously for more than 4 hours a day then the Bidder should immediately provide the Bank with an equivalent standby helpdesk support person.
8. In case of non-resolution of complaints of offices beyond period of 15 days and resolution pending at Vendor end only, then vendor will have to pay penalty of ₹100 per day per complaint. 1st day will start from the 16th day of lodging of complaint.
9. The total cumulative penalty/liquidated damages levied under this contract shall not be more than 10% of the contract value.
10. Bank reserves the right to invoke the Bank guarantee submitted in lieu of Delivery/ Performance in the event applicable Liquidated Damages reach their maximum value. In such an event, bank reserves the right to blacklist the company as well. The Bidder / Vendor agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to Bank's right to recover the same.
11. The liquidated damages shall be deducted/recovered by the bank from any money due or becoming due to the Bidder / Vendor under this contract and may also be recovered by encashment of Bank Guarantee or otherwise from the Bidder / Vendor.
12. If at any time during performance of the Contract, Bidder / Vendor should encounter conditions impeding timely delivery of the Goods and performance of services, the Bidder / Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder / Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder / Vendor's time for performance.

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1.10 ELIGIBILITY BID:

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in **clause 1.2** of this document. The vendor would need to submit the supporting documents as part of the eligibility proof in the technical bid.

1.11 EVALUATION PROCESS:

The bid evaluation will be a three-stage process. The stages are:

1. Eligibility Criteria Evaluation:

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in clause 1.2 of this document. The vendor would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant annexures. Bidders are also required to submit all the Annexures duly signed.

2. Technical Bid Evaluation:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be prepared for opening the indicative commercial bids submitted:

- a) Compliance of terms and conditions stipulated in Clause 1.2 of the RFP duly supported by documentary evidence called for therein.
- b) Submission of duly signed Annexures (Pre-Contract annexures).
- c) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

Verification of credentials submitted by the bidder & its outcome if any.

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All bids shall be evaluated by a Technical Evaluation Committee constituted/ to be constituted for this purpose by the Bank. Based on the details submitted by the Bidder in the technical bid and the presentation made by them before the Evaluation committee of the Bank, technical evaluation of the eligible bidder will be carried out as per the Evaluation Matrix.

Post the presentation, bidders scoring a minimum of 70% marks in the technical bid will qualify for commercial evaluation. Commercial bids of only those bidders shall be opened who qualify in the technical evaluation. Commercial bids of the other bidders who do not technically qualified shall not be opened.

3. Commercial evaluation

The Indicative commercial bid of only those bidders, who have been technically qualified on the basis of the technical proposal, shall be opened. The commercial offer should consist of comprehensive cost for required solution.

4. Determination of Successful bidder:

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.

Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

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1.12 EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall submit the EMD of Rs.1,00,000/- (Rupees One lakh only) by way of NEFT/RTGS or DD in favour of Odisha Gramya Bank, payable at Bhubaneswar.
2. EMD may be forfeited:
 - a. If Bidder withdraws Bid during the period of Bid Validity; or
 - b. If the successful Bidder fails to sign contract within the stipulated time period; or
 - c. If the successful Bidder fails to furnish Performance Bank Guarantee valid up to 31.03.2027 on signing of contract or
 - d. If the successful Bidder fails to deliver the relevant services within the stipulated period; or
 - e. If the successful Bidder fails to comply any of the terms of RFP or Contract.
3. The EMD of the unsuccessful Bidders will be returned as early as possible, after completion of process of selection of the Consultant. The EMD of the selected Consultant shall be refunded only after successful completion of contract/assignment.
4. No interest is payable on the amount of EMD.

PART II - GENERAL TERMS & CONDITIONS:

2.1. BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in clause 1.1 of the RFP document. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

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Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website/Email and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

2.2. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

2.3. FURNISHING OF INFORMATION

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. It shall be the duty of the bidder to submit the bid documents along with necessary documentary evidence and Bank won't be accepting any additional documents during the evaluation process.

2.4. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

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2.5. AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids.

2.6. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in the RFP should be executed by the Successful bidder.

2.7. CONTACTING THE BANK

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

2.8. FORMATION OF CONTRACT & EXECUTION OF AGREEMENT.

Acceptance of the Purchase Order / letter of intent constitute a valid contract. Successful bidder shall enter into a formal agreement with the Bank detailing terms and conditions set out in this RFP and in Purchase order / Letter of Intent as per the Bank's prescribed format. However, until an SLA is signed by both the parties, contract so constituted as detailed in this clause shall be construed as Service Level Agreement and shall be applicable.

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2.9. ASSIGNMENT & SUBCONTRACTING

The Successful Bidder/s shall not assign or subcontract, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

2.10. TERMINATION CLAUSE

A. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part pursuant to clause related to project timelines, the Bank may procure, upon such terms and in such manner, as it deems appropriate, goods and related services, similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar Hardware and related services subject to the maximum cap of 10% of the undelivered portion. However, the vendor shall continue performance of the Contract to the extent not terminated.

B. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

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C. TERMINATION FOR CONVENIENCE

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Successful bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Successful bidder shall not be entitled to terminate the contract.

D. TERMINATION FOR OTHER ACTIONS:

The Bank has the right to terminate the agreement with immediate effect if the Bidder is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Bidder or its agents or its employees.

The payment for the work executed till the date of termination shall be made as per payment terms.

E. TERMINATION FOR VIOLATION OF INTEGRITY PACT

The bank has the right to terminate the agreement with immediate effect if Integrity Pact is violated by the bidder during the currency of the contract.

2.11. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.10 the Bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

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Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the successful bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, pandemic and epidemics.

2.12. LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP (including all indemnities) is limited to the value of the relevant order.

2.13. COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act.

2.14. OTHER TERMS AND CONDITIONS

- a. The Bank shall have the right to withhold any payment due to the successful bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

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- c. Successful bidder shall be responsible for managing the activities of its personnel and will be accountable for both. Successful bidder shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- d. Successful bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this RFP.
- e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- f. Successful bidder shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. Successful bidder shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this RFP to work in the specified area and they should not move around at other places of premises without any specific reason.

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- g. Successful bidder or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h. Successful bidder and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- i. Successful bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- j. It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment on the Bank.
- k. No extra claim shall be entertained on account of all the redo of work on account of Successful bidder's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the Successful bidder.
- l. Successful bidder shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- m. Successful bidder shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- n. Successful bidder should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, infrinent, trademark or industrial design rights etc., if any.

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- o. The Bank ascertains and concludes that everything as mentioned in the RFP document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

2.15. RESOLUTION OF DISPUTES

The Bank and the successful bidder/bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof.

In case of any disagreement or dispute between the Bank and the successful bidder which remains unresolved after discussions, the dispute will be resolved in a manner as outlined hereunder.

1. In the event of any dispute between the bank and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they shall try to settle dispute through mediation before the panel of IEMs in a time bound manner. The fees/expenses for dispute resolution shall be equally shared by both Bank and successful bidder.

In case the dispute remains unresolved even after mediation by the panel of Independent External Monitors, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. **In case of Arbitration the same shall be done in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties.** Courts of Bhubaneswar city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

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2.16. CORRUPT AND FRAUDULENT PRACTICES:

- a) 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 such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

- c) "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.
- d) 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.

Bank reserves the right to declare a firm 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.

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2.17. SOLICITATION OF EMPLOYEES

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two years thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
- II. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

2.18. EXIT CLAUSE

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

1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.
2. Delay in delivery beyond the specified period.
3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

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**2.19. NAME AND CONTACT DETAILS OF IEM FOR THE ADOPTION OF INTEGRITY PACT IN
PUBLIC SECTOR BANK:**

As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit Annexure V on a stamp paper duly signed by their authorized signatory along with the technical bid. Odisha Gramya Bank have appointed the IEM for this purpose whose details are hereunder:

Names	Address	Email ID
Shri Sutanu Behuria, IPS (Retd)	602-A, Beuerly Park-1, MG Road, DLF Phase-2 Gurgaon - 122009 (Haryana)	sutanu2911@gmail.com
Shri Rajiv Kumar Srivastava, IFoS (Retd)	P-02, Amrapali Silicon City, Sector 76, Noida District, Gautam Buddh Nagar, UP - 201304	rksifs@gmail.com

2.23 AMALGAMATION

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

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PART – III-ANNEXURES

PRE-CONTRACT ANNEXURES

(Bidders should submit the signed annexures along with the technical bid)

ANNEXURE I -SCOPE OF WORK

The scope of work of this RFP envisages an end-to-end comprehensive solution for Handling the centralized TDS/TCS compliances of the Bank, which includes providing professional consultancy on compliance of TDS/TCS for the Bank, handling of TDS/TCS related Customer's/branches/ regional offices/ various head office departments Complaints, individual/bulk challan generation for remittance of all types of monthly TDS & TCS by capturing required data and provision of entry/recording of further information / gap in data by users at different Branches/offices/ Departments and at different levels and filing of statements viz. Form No. 24Q, 26Q, 26QAA, 27Q, 27EQ, correction statements, any other return/statement prescribed or to be prescribed by any other regulatory/statutory authorities, Form No. 15G, 15H, 15CC, etc. returns. Detailed Scope of Work are as follows:

1. To prepare and file monthly TDS/TCS returns and correction returns for pervious and prospective financial years.
2. 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.
3. The required changes/modifications, if any, to be incorporated in the Bank's applications/Departments (including CBS) needs to be advised.
4. Security: To follow industry best practice web-based security including Bank's Information Security Guidelines. The application should have a facility or develop a facility, if it doesn't already have, for Aadhar Referencing Number by integrating with Bank's Aadhar Vault as and when this facility is implemented by the Bank. The bidder should comply to the ISSD guidelines issued from time to time to maintain IT security standards.
5. Perform proper and full analysis to identify lacuna in the existing system vis-à-vis requirements under the ACT.

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

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6. The bidder should facilitate remittance of TDS/TCS deducted by the Branches/offices under centralized environment, generation of Challans for payment of TDS/TCS by segregating the data based on nature of payment and payees.
7. The bidder should facilitate reconciliation of monthly TDS deductions vis-à-vis TDS deducted on expenditures/withdrawal data as per Bank's book and reconciliation of payment made and TDS deducted by various Branch offices/Central office/Departments of the Bank with that of balance outstanding in the respective TDS account in CBS to be made. The bidder should facilitate various customized MIS reports at requested intervals giving complete reconciliation of TDS related data as per the requirement of the Bank. Bidder shall also facilitate reconciliation of Tax collection Account before and after centralization in comparison with the balance sheet.
8. Preparation of Text files for filing Quarterly returns.
9. Bidder must comply and attend for the justification reports and the statutory guidelines issued by income tax authorities/RBI/CBDT/ and/or/by any statutory legal entity.
10. The Selected bidder should provide **validation report of PAN-Aadhaar/PAN/ Aadhar** of the customers/ vendors/employees/ex-employees/pensioners/etc as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation (including 20% in case of PAN not available cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs / Form 15G/15H and any other validations required in terms of Income tax guidelines in force should be available with suitable checks inbuilt in the system itself. Validation of extracted data as prescribed by NSDL/TRACES and generates exception/error reports (if any) for making necessary correction by the branches/offices wherever needed from the portal/utility provided by Income Tax Department/any other regulatory or statutory authorities and also ITR filing status report for compliance of various income tax provisions, like section 206AB, 194N, 139AA, etc.

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11. The bidder should facilitate to generate file for uploading the generated challan information for the payment of TDS amount as per the prescribed format. TDS remittance should be strictly within statutory timelines. Scalability of the application for centralized Challan payment from single location, Creation of Challan Payment Mechanism, updating CIN Nos./ generation of CIN No, etc. for meeting the functional requirements as given in this RFP.

12. The bidder should facilitate Interface / system for importing/ fetching the TDS return data from source system(CBS) as per the format of the source system in future when Bank system allows the same. 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.

13. The bidder should facilitate automated allocation of challans against the respective deductee records in e-TDS application.

14. The scope of assignment would also envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing(UAT), documentation, training, knowledge transfer, MIS and continuous support.

The bidder should facilitate validation of data as per Income Tax guidelines like payment amount vis-à-vis TDS deducted, PAN Validation (including TDS rate @ 20% in case of Non PAN cases/non-filers u/s 206AB/ **non PAN-Aadhar linking cases**), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs and any other validations required in terms of Income tax guidelines in force as amended from time to time should be available with suitable checks inbuilt in the system itself. Validate data as per latest Return Preparation Utility (RPU) prescribed by NSDL/TRACES and generate exception/error reports (if any) for making necessary correction by the branches/offices wherever needed.

Service provider's utility should have capabilities of timely handling the adjustment interest/ negative interest in CBS/ Pension recovery /Payment recoveries during challan generation and return filing. Hence, Vendor should properly allocate the negative interest with positive entries as per Finacle logic so that no short deduction arises in TDS return.

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15. The bidder should facilitate Seamless filing of E-TDS returns for all specified TDS/TCS returns as per prevailing statutory Income Tax rules and guidelines currently 24Q, 26Q, 26QAA, 27Q, 27EQ, 15CC and any other return as and when prescribed by Income Tax Department within the due dates for all respective Branches/Offices/TANs of the Bank.
16. The bidder should facilitate set up of mechanism for identifying/ filing of revised/correction returns wherever applicable. Filing of correction returns to IncomeTax e-filing system as and when required by the Bank as per Income Tax guidelines. Bidder should also recommend corrections in the Bank's source application systems to minimize revised returns in future.
17. The Bidder should facilitate Centralized generation and downloading of Form 16/ 16A/ other Forms related to TDS/TCS from TRACES through Bank's intranet within the specified Income-tax department time frame. Software solution should be capable to maintain the database of all the downloaded Form 16/16A/other Forms related to TDS/TCS which can be accessed by branches / other offices subsequently.
18. The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding rates and slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame without any additional cost to the bank.
19. Trial run to be done 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. The bidder should facilitate to prepare and submit necessary MIS as per the Bank's requirement from time to time and facilitate generation of reports Branch wise/ Regional Office Wise/Central Office/Bank as a whole.

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21. The bidder should facilitate to generate the data required for compilation of Tax audit report during the contract period. Service provider shall be responsible for assistance and handholding during audits including Tax Audit, in replying to Queries raised during such audits, Queries raised by the Income Tax Department pertaining to TDS; and Show-cause notices if any, and in ensuring general compliance till contracted terms. All the demand notices should be addressed and replied properly by the vendor.
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 No. 15G/15H should be dealt with accuracy and in time, and the quarterly return should be filed through the Income tax e-filing site.
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 selected bidder to ensure removal of TDS/TCS defaults reflecting on TRACES portal for TANs allocated to the Bank by generation of justification reports, follow up with branches/offices for obtaining correct data, prepare and file corrections returns for all branches/offices having TANs.
27. Selected Bidders should provide dashboard of status, records in errors, PAN not available cases, error records with reasons, conso file status, challan utilization and other parameters required by the bank from time to time. The dashboard should be able to display the above data branch-wise, RO-wise, TAN-wise and 'Bank as a whole' based on the option requested/required.
28. The vendor should ensure to deploy sufficient qualified resource persons for Onsite/call center (off site) support to assist the Bank in complying with the above scope of work within the statutory timelines.

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29. The vendor should preferably have an office at Bhubaneswar. The vendor is not eligible for any TA/DA.
30. The vendor has to periodically generate TDS remittance reports, Determination report Error report etc.
31. The vendor's Application/solution should be flexible enough to comply the existing as well as future changes and requirements related to TDS compliances and complaints management.
32. Vendor to provide status and utilization of amount against unutilized challans.
33. Vendor should attending to queries, communications and complaints from branches and other offices of the Bank and respond the same within 48 hours.
34. Selected Bidders should facilitate to generate files/reports in relation to all information for the payment of TDS amount. TDS remittance /filing of returns should be strictly within statutory timelines. Creation of Challan Payment Mechanism, updating of PAN, PAN to PAN correction etc. for meeting functional requirements to be done.
35. The selected bidder will handle complaints of Customers / Branches / Regional offices / various Head Office departments. There should be proper Complaints Manaent platform for Branches / Other Offices for tracking Complaints and resolution thereof with present Status details/logs, so that Branches / Other Office can share details to Customers, vendors, etc. They must provide logical resolution to the complaints raised /escalated by the branches/offices /other stakeholders through various platforms viz. Service Desk, emails, letters etc within accepted time limit.
- Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 2 working days and to resolve the same within 7 working days.
36. This is an end-to-end project and all the items required for keeping the project operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document. The solution must handle any number of Branches. The bidder has to support any increases in branches count and deploy additional resources if required.

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37. Bidder will have to review the existing TDS process on Quarterly/Periodic basis and any suggestion for modification should report to the Bank.
38. Vendor's Application/solution should be flexible enough to comply the existing as well as future changes and requirements related to TDS compliances and complaints managent without any additional cost to the Bank.
39. The selected bidder should update their system as and when required for changes/amendments in existing law/guidelines or insertion of new section by Income Tax Department for TDS related compliance without any additional cost to the bank.
40. 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.
41. The Bidder to follow industry best practice Web based security including Bank's Information Security Guidelines. Bidder will ensure compliance/audit requirement of our information security department as and when required.
42. The bidder should identify the cases of non-deduction/short-deduction of TDS/TCS data received from various different units of the Bank and collaborate with them to enable filing of such records. The service provider should ensure that there should not be any case of non-deduction/short deduction of TDS/TCS from various payments made by the Bank.
43. The bidder should assist the branches/offices of the Bank by providing necessary data for replying to notices/orders issued u/s 201(1)/(1A) of the Income Tax Act 1961.
44. Assistance and handholding during Quarterly Reviews/Inspections , audits including Tax Audit, IS Audit, in replying to:
 - Queries raised during such audits;
 - Queries raised by the Income Tax Department pertaining to TDS; and
 - Show-cause notices if any, and in ensuring general compliance.
45. The period of the service contract is to be for a period of 3 years extendable after completion of 3 years on satisfactory performance as decided by Bank on mutually agreed terms and costs, if the Bank so desires.

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46. The Successful bidder should have information/ cyber security risk assessment.
47. The Successful bidder should have compliance with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.
48. The Successful bidder should ensure storage of data is only in India and successful bidder to provide details of data (related to Bank and its customers) captured, processed and stored.
49. The Successful bidder responsible for the confidentiality and integrity of data and information pertaining to the customers that is available and is not allowed to share any types of data/ information with Bank's customer and / or any other party.
50. The successful bidder shall be contractually liable for the performance and risk management practices of its subcontractors.
51. The successful bidder shall comply with directions issued by the RBI in relation to the RFP.
52. The successful bidder should ensure access to data at Bank's location / data centre shall be on need-to-know basis, with appropriate controls to prevent security breaches and/or data misuse.
53. The Successful bidder to ensure the preservation and protection of the security and confidentiality of customer information in the custody or possession. Access to customer information by staff of the bidder shall be on need-to-know basis.
54. If the successful bidder is an outsourcing agent for multiple Banks/FIs, care shall be taken to build adequate safeguards so that there is no combining of information, documents, records and assets.
55. The successful bidder shall ensure that cyber incidents are reported to the Bank without undue delay, so that the incident is reported by the Bank to the RBI within 6 hours of detection by the TPSP(Third Party Service Provider). The bidder should regularly review and monitor the control processes and security practices and ensure no security breaches.

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The above list is illustrative and not exhaustive, viz., the terms of reference shall include providing professional consultancy for all activities required for the compliance of TDS/TCS for the Bank.

General Provisions in the Scope

1. The selected bidder should provide required software and licenses, including implementation / execution of the same within the stipulated time period
2. Bidder should provide Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.
3. Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and/or its representatives, employees leading to breach of any of the provisions of law faced, suffered, or incurred by the Bank.
4. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or things done or omitted to be done or undertaking made or deficiency in service by Bidder, its employees, officers, agents, Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Bidder and /or make deductions from the amount payable by the Bank to Bidder.

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5. Neither the contract which will be entered by the Bank with the Bidder nor any action taken by the Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Bidder and the Bank hereunder is on Principal-to-Principal basis. Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.
6. Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Bidder in writing by the Bank, provided to Bidder by the Bank, in order to render the required Service to the Bank.
7. That due diligence/KYC/physical verification of employees of the firm/company will be done and proper record of the same will be maintained.
8. That adequate steps will be taken to build strong safeguards to avoid the comingling of information/documents/records and assets of the Bank with other organizations for whom Bidder undertakes similar services.
9. The Bidder should conform to the laws, rules and regulations as stipulated by the Central/State Government/Reserve Bank of India/ and/or any regulatory authority in regard to employment of agents/associates/employees, etc. including the Minimum Wages Act.
10. The Bank shall have the right to cancel the RFP process at any time prior to award of Contract, without thereby incurring any liabilities to the Bidder(s). Reasons for cancellation, as determined by the Bank, in its sole discretion, may include but are not limited to, the following:
 - 2.19.1. Services contemplated are no longer required;
 - 2.19.2. Scope of work was not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
 - 2.19.3. Proposed fees are unacceptable to the Work;
 - 2.19.4. The Project is not in the best interest of the Bank;
 - a. Any other reason.

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

The above list is inclusive and not exhaustive i.e. the Scope of Assignment shall include providing all assistance for implementing/ complying with guidelines mentioned/ stipulated by Income Tax Department/RBI/CBDT/ Any statutory body from time to time

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

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ANNEXURE IA - LETTER OF PROPOSAL

(On Applicant's letter head)

To,

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

Dear Sir,

RFP Reference No :

Subject: Appointment of Consultant for providing End to End Solution and Services for Filing of TDS (Tax Deducted at Source) Returns from Q2 (2024-25) to FY 2026-27.: Technical Proposal

Dear Sir,

1. With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for Appointment as Consultant for providing End to End Solution and Services for Filing of TDS (Tax Deducted at Source) Returns from Q2 (2024-25) to FY 2026-27. The proposal is unconditional and unqualified.
2. We agree to keep this offer valid for 90 (ninety) days from the last Date of submitting the proposal specified in the RFP.
3. We agree to undertake the project, if allotted by you, as per the scope of assignment and in accordance with the time frames specified in RFP as well as on the payment terms mentioned therein.
4. We agree and undertake to abide by all the terms and conditions of the RFP Document. We submit this Proposal under and in accordance with the terms of the RFP Document.
5. We confirm that the information submitted by us in our bid / proposal is true and correct.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Date:

Place:

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ANNEXURE IB - PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF CONSULTANT

RFP Reference No :

1	Name of the Bidder Company/ Firm	
2	Date of Incorporation of Bidder Company /Firm	
3	Complete Address of Bidder company/ Firm	
4	Name and Contact details and E-mail id of the authorised person	
5	Particulars of the Authorized Signatory	
	a) Name	
	b) Designation	
	c) Contact Number	
	d) Fax no.	
	e) E-mail id	
6	Persons proposed to be assigned for the consultancy services and their profiles	
7	Name, address and account number of the Bidder's banker	
8	PAN of the Bidder Company/Firm	
9	GST registration number of the Bidder Company/Firm	
10	Office Address of Chennai (if available) along with date of establishment of office in Chennai. Total number of full time professional staff of the Bidder in Chennai.	(Please provide Supporting documents)
11	Details of Partners of the Bidder	(As per Annexure ID)
12	List of full time professional staff of the Bidder.	(As per Annexure IE & IF)
13	Presence in how many towns/ cities in India – Please furnish names of cities/ centers	
14	Any other Information considered relevant by the bidder.	

(Signature, name and designation of the authorised signatory)

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ANNEXURE IC - PARTICULARS IN RESPECT OF ENGAGEMENT / TDS PROJECT IN BANKS IN INDIA

S. No.	Name of Bank	Brief Details of scope of work	Name of Person in-charge from client side with contact no and email id	Period	
				From	To

(Signature, name and designation of the authorised signatory)

Note: Client Certificate/ Contract with Client in support of the information above should be submitted

RFP Reference No :

**RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION
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ANNEXURE ID - DETAILS OF BIDDER

RFP Reference No :

Name of the Bidder with Head office Address	Registration Number with ICAI/ MCA as applicable*

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2020-21			
2021-22			
2022-23			

*ICAI – Institute of Chartered Accountants of India MCA - Ministry of Corporate Affairs

(Signature, name and designation of the authorised signatory)

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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ANNEXURE IE - DETAILS OF PARTNERS/DIRECTORS OF THE BIDDER

RFP Reference No :

S. No.	Name of the Partners	Membership No. of Partner with ICAI

(Signature, name and designation of the authorised signatory)

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ANNEXURE IF - TEAM MEMBER PROFILE

RFP Reference No :

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 :
9. Membership Number ICAI :

(In separate sheets for each of the Team Members)

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ANNEXURE IG - PERFORMANCE CERTIFICATE FOR END-TO-END SOLUTION AND SERVICES FOR FILING OF TDS

To be provided on letter head of the issuing company

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

RFP Reference No ;

Reg.: RFP for Appointment of TDS Consultants For Providing End To End Solution And Services For Filing Of TDS (Tax Deducted At Source) Returns from Q2 (2024-25) To FY 2026-27

Sir,

This is to certify that M/s.....is currently providing end- to- end TDS Management solutions in our Bank which includes following activities:

- a. Providing web-based TDS management solution with application access to all branches/offices in our Bank.
- b. Handling remittance of all types of monthly TDS/TCS by integration with CBS, HR Package and other applications of Bank for data capturing & integration.
- c. Filing of all types of TDS/TCS related returns viz. Form No. 24Q, 26Q, 27Q, 26QAA, 27EQ, 61, 61A, 61B, correction statements, Form No. 15G, 15H, 15CC, etc.
- d. Overall TDS/TCS reconciliation of the Bank as a whole and identifying TDS defaults/shortfall before filing of TDS returns.
- e. Facilitating issue of Form 16A/16 to customers/pensioner
- f. Handling customer complaints for the Bank as a whole centrally from the Head/Central Office.

The period of above contract is from to

The performance of M/s..... are satisfactory. The certificate has been issued on the specific request of the company.

Date:

Place:

Signature of Authorized Signatory

Name of Authorized Signatory

Designation:

Email ID:

Mobile No:

Telephone No.:

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

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PERFORMANCE CERTIFICATE FOR TDS CORRECTION SERVICES PROVIDED

To be provided on letter head of the issuing company

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

RFP Reference No ;

Reg.: RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

Sir,

This is to certify that M/s has provided services of TDS rectification/correction return filing etc. to our organization for the period to

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

Date:

Place:

Signature of Authorized Signatory

Name of Authorized Signatory Designation:

Email ID: Mobile No: Telephone No.:

Seal of Company:

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

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ANNEXURE I H - CERTIFICATE REGARDING RFP FOR APPOINTMENT OF TDS CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2(2024-25) TO FY 2026-27 (TO BE PROVIDED ON LETTER HEAD OF BIDDER)

RFP Reference No :

We M/s....., have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt: 23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2023		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

Bidder's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2023		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date:

Place:

Signature of Authorized Signatory Name of Signatory:

Designation: Email ID: Mobile No: Telephone No.:

Seal of Company:

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FROM Q2 (2024-25) TO FY 2026-27**

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ANNEXURE I I - TECHNICAL SPECIFICATION

RFP Reference No ;

SN	Required Functionalities / Features	BIDDERS'S RESPONSE (YES/NO)	BIDDER' S REMARKS (IF ANY)
1.	The bidder's application should be hosted in vendor's 3 Tier 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 bidder's application should be client Java independent.		
3.	The bidder's Software Solution should be convenient to use. It should have web based graphic interface & ability to provide for access by users through web browser.		
4.	All vulnerabilities, installation of patches, security and database incidents etc., should be attended within the time frame as per bank's policy.		
5	All data and application should be kept with in India and should not be transmitted or accessible outside India.		
6	The portal should provide end to end encryption of data from client PC to Server and vice-versa.		
7	The bidder's 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.		
8	The bidder's application should be maintaining logs, database backup, backup of application on daily basis and to be stored on backup server as per Bank's guidelines and Statutory requirements.		
9	The bidder's application must be Windows based and should be accessible through Windows 7 and above.		
10	Trouble shooting of application related Issues.		

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11	Implementation of IT security policy as per bank's extant instructions.		
12	The bidder's application must support IPV6 protocol.		
13	The bidder's 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.		
14	The bidder's solution should be flexible, modular and expandable to accommodate further upgradation/ modifications.		
15	Vendor should use only licensed version of the software and no pirated software be used.		
17	Vendor should provide any other technical related work as and when decided by the Bank.		

Functional Requirements

SN	Required Functionalities / Features	BIDDER RESPONSE Y/N	BIDDER'S REMARKS (IF ANY)
1	The solution should abide by the User management system and password policy as per the IT security policy outlined by the bank and should also incorporate maker-checker concept for operational uses. Solution should be integrated to Bank's Active Domain system and Single Sign-On Solution.		
2	The Solution should comply with the existing or future time to time guidelines on TDS issued by Bank and Regulatory Authorities (Government, RBI and any other statutory authorities/Act etc.)		

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3	Vendor has to take up the complete installation, integration and customization of the solution with the existing CBS, HRMS, CPPC, Pension Server, MIS or (any other application related to TDS). Vendor should accomplish the job in co-ordination with existing CBS HRMS, CPPC, Pension server, MIS (any other application related to TDS). The solution shall meet the scope of work and also the functional and technical scope of work requirements		
4	In case the Bank migrates to higher version of CBS in future, then the software solution shall support the same for TDS compliances of the Bank flawlessly.		
5	Solution should facilitate reconciliation of challans payments made and TDS deducted by system/application with that of balance outstanding in the respective TANs		
6	Solution should facilitate Seamless filing of all specified TDS/TCS returns as per prevailing statutory Income Tax rules and guidelines currently 24Q, 26Q, 26QAA, 27Q ,27EQ and any future returns as and when introduced by Income Tax Department within the due dates for all streams of the Bank.		
7	Vendor Application should be scalable and adaptable to the meet the new scenarios, Requirements, responsibilities etc.		
8	The solution should facilitate: (a) Application should facilitate Centralized generation of Form16/16A duly digitally signed for downloading of TDS certificates by Branch/ Regional Office/Other offices within the stipulated timeframe.		
10	The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department as well as of Bank regarding rates and slabs of Income Tax, TDS/TCS thereon and maintenance of changes for File Validation Utility		

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	(FVU) within the stipulated time frame with no additional cost. 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.		
11	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.		
12	TDS Solution/Application should facilitate to prepare and submit necessary MIS as per the Banks requirement from time to time and facilitate generation of reports Branch wise/ Zone wise/Regional Office wise at no additional cost to the Bank during the contract period.		
13	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.		

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation.

We submit that the details given above are true to the best of our knowledge.

Authorised Signatory:

Name and Designation:

Office Seal with date

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

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ANNEXURE II - PARAMETERS FOR TECHNICAL EVALUATION OF TECHNICAL BID

S.No	Parameter	Basis of evaluation	Marking System		
			Criteria	Max Marks	
1	No. of Fully completed years of establishment as on date of bid submission of RFP	Certificate of Incorporation	1 Mark for each fully completed year of experience.	10	
2	No of years of experience handling TDS related work of Banks/Branches.	Certificate from Banks/FI as per ANNEXURE IF	Branch Strength	Marks Per Bank	10
			Bank with branch strength 500 branches & above	5 Marks	
			Bank with branch strength below 500 branches	2 Marks	
3	Experience in End To End Solution And Services For Filing Of Tds (Tax Deducted At Source) Returns	Client Credential Letter/ Completion Certificate stating the status of implementation.	Years of Experience	Marks per bank	20
			1 to <2 yrs	5 Marks	
			>2 to 3 yrs	7 Marks	
			More than 3 Yrs	10 Marks	
4	Adequacy of manpower to take care of Bank's requirements for successful TDS compliance		2 Marks for each Professional staff maximum of 10 marks	10	
			"Professional Staff" means full-time staff with minimum qualification of Chartered Accountant/Cost Accountant/CPA/B.TECH (Computer Science/IT) / MCA or Cost Accountant / on the payroll of the bidder firm		

TENDER FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

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5	Bidder having TIN-FC for filing of TDS/TCS returns directly to NSDL. Company should be registered as ERI(E-Return Intermediary) in its own name or in the name of its subsidiary Chartered Accountant firm and/or in the name of any director of the firm/company.	Copy of the Valid Certificate(s) to be provided	Having Certificate : 5 marks Not Having Certificate : 0 marks (The bidders may obtain the certificate before finalization of RFP)	5
6	Database platform of the application of the vendor.	The application of the vendor should preferably be Oracle Based.	Oracle Base - 5 Marks Any other - 2 Marks	5
7	Infrastructure requirement for the solution	Technical Architecture	Shall be evaluated based on technical architecture and resources (infrastructure) required for solution.	10
8	Presentation covering the proposed implementation plan along with proposed process flow, includes preparation of correction (revised) returns, correction process based on scope of work.		Shall be evaluated by the internal Committee formed in the Bank for this purpose	30
	Total			100

Note: Soft copy of presentation to be submitted by Email planning@odishabank.in at least before 24 hours before the time of presentation.

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

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ANNEXURE II-B-BIDDER QUALIFICATION CRITERIA

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

Date:

Dear Sir,

RFP Reference No ;

Sub: APPOINTMENT OF TDS CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

We hereby declare that all the documents required for bidder qualification criteria along with this annexure.

Authorised Signatory:
Name and Designation:
Office Seal with date

**RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION
AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2
(2024-25) TO FY 2026-27**

Date : 05.04.2024

ANNEXURE II-C-SELF DECLARATION – BLACKLISTING

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

Dear Sir,

RFP Reference No ;

Sub: APPOINTMENT OF TDS CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

We certify that, we have not been blacklisted / debarred / disqualified / by any regulator / statutory body / Financial Institutions or a public sector undertaking in India as on date of issue of RFP.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

Date : 05.04.2024

ANNEXURE III-LETTER OF UNDERTAKING

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

Dear Sir,

RFP Reference No :

Sub: APPOINTMENT OF TDS CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP no: _____, its Annexes, amendments made to this RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also undertake to submit the service level agreement and non-disclosure agreements as per the format provided in the RFP ref No
4. We also declare that our company not under any Bankruptcy or Liquidation process and complies to the law of land. We also understand that; our bid shall be liable for rejection if our declaration if found incorrect.
5. We declare that we are not being involved in any litigation which threatens solvency of company. Details of addresses, contact details and corresponding document is to be attached.
6. We declare that we are complying with Labour Laws.
7. We declare that all the technical features highlighted as part of Scope of work are covered in totality in the proposal submitted.

Dated at _____ this _____ day of _____ 2024.

Yours faithfully,

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Enclosed: Power of attorney/Letter of authorization

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

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ANNEXURE IV-PRE-CONTRACT INTEGRITY PACT

RFP NAME: APPOINTMENT OF TDS CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

RFP NO: RFP no:

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2024, between, on one hand, Odisha Gramya Bank acting through _____, _____ of Odisha Gramya Bank, a Regional Rural Bank and an undertaking of the Government of India constituted under the Regional Rural bank Act, 1976 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes **APPOINTMENT OF TDS CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27** (Name of the Stores/Equipment / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency (strike off the items which are not applicable) the and is the original manufacturer / integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a RFP (RFP No.: _____) hereinafter referred to as "RFP / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the RFP hereinafter referred to as the "Contract".

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FOR FY 2024-25 TO FY 2026-27

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

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitor (IEM), to monitor the RFP process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the RFP documents and Contract between the parties.

AND WHEREAS Bidder and BUYER understands that the signing of this Integrity Pact is a preliminary qualification to participate in the aforementioned bidding process.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesseth as under:

The contract is to be entered into with a view to: -

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

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

Article 1: Commitments of the BUYER

- 1.1 The BUYER undertakes that no employee of the buyer, personally or through family members, will in connection with the RFP 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.

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- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach. The bidder(s)/Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.
- 1.5 The BUYER will exclude from the process all known prejudiced persons.

Article 2: Commitments of BIDDERS

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

- 2.1 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the buyer's employees involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.
- 2.2 The BIDDER 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-

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submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.
- 2.4 The BIDDER 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 Bidders(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to Indian Agent/representative have to be in Indian rupees only.
- 2.5 The BIDDER who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2.6 The bidder(s)/Contractor(s) will when presenting their bid, disclose any and all payments made, is committed to or intends to make an agent, brokers or any other intermediaries in connection with the award of the contract.
- 2.7 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or

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their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.9 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RFP.
The term 'relative 'for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 2.15 The Bidder shall not pass any information provided by the buyer as part of business relationship to others and shall not commit any offence under PC/IPC.

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any

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violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

- 3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors who shall take responsibility of the adoption of the integrity pact by the sub-contractors.
- 3.2 The BUYER will disqualify those Bidders from the RFP process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the RFP or violate its provisions at any stage of the RFP process.
- 3.3 In case of joint venture, all the partners are required to sign the integrity pact.

Article 4: Previous Transgression

- 4.1 The Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the RFP process or the contract, if already awarded, is liable to be terminated for such reason. If the bidder makes incorrect statement on the subject, he can be disqualified from the RFP process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
- 4.3 The imposition of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression. Buyer shall reserve the right to debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

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- 4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

If the BUYER 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 buyer has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer of the Bank.

Article 6: Compensation for Damages

- 6.1 If the BUYER has disqualified the BIDDER from the RFP process prior to the award on account of Violation of Article 2, the BUYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 6.2 If the BUYER has terminated the contract on account of Violation of Article 2, or if the buyer is entitled to terminate the contract on account of Violation of Article 2, the BUYER shall be entitled to demand and recover from the BIDDER liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article 7: Sanction for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-
 - (i) To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation

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to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.

- (ii) The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- (v) To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
- (vi) To disqualify the bidders and exclude them from future business dealings as per the existing provision of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines as applicable.
- (vii) To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (ix) Action as per the procedure mentioned in the "Guidelines on Banning of business dealing" may be taken.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [ix] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, GFR 2017 as amended from time to time or any other statute implemented for prevention of corruption or any other financial regulations.

7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

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Article 8: Independent External Monitor

8.1 The BUYER has appointed Independent External Monitors [hereinafter referred to as Monitor] for this Pact in consultation with the Central Vigilance Commission. They are,

Shri Sutanu Behuria, IPS (Retd)
602-A, Beuerly Park-1,
MG Road, DLF Phase-2
Gurgaon – 122009 (Haryana)
Email : sutanu2911@gmail.com

Shri Rajiv Kumar Srivastava, IFoS (Retd)
P-02, Amrapali Silicon City,
Sector 76, Noida District,
Gautam Buddh Nagar,
UP – 201304
Email : rksifs@gmail.com

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations.

8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

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- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor on report of complaints shall examine the complaints received and shall give their recommendations/view to the Chief Executive of the BUYER at the earliest. IEM may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious irregularities having a specific, verifiable vigilance angle, the matter shall be reported directly to the Vigilance Commission. IEMs shall tender their advice on complaint within 30 days.
- 8.9 The word '**Monitor**' would include both singular and plural.
- 8.10 The Monitor Shall have access to all the documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents /records/information having National security implications and those document which have been classified as Secret/Top Secret are not to be disclosed.
- 8.11 The Monitor may also look into any issues specifically raised before them, relating to execution of contract after award of contract.
- 8.12 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER 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.

Article 9: Dispute Resolution:

- 9.1 In the event of any dispute between the and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMS in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of Monitors, the BUYER shall have the right to take further action as per the terms and conditions of the contract. The fees/expenses for dispute resolution shall be equally shared by both parties.
- 9.2 The Monitor will submit a written report to the designated Authority of BUYER within 4 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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Article 10: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 11: Other Legal Actions

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

Article 12: Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 13: Code of Conduct

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 14: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and no alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the RFP/Contract documents with regard to any of the provisions covered under this Pact.

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Article 15: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the RFP.

- 15.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.
- 15.2 If the BIDDER is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution. In case of joint venture, all the partners are required to sign the integrity pact.
- 15.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 15.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall be first referred to IEM, who, then after examination, referred to CVC through Vigilance Dept.
- 15.5 Issues like warranty/Guarantee etc. shall be outside the purview of IEM.
- 15.6 In the event of any contradiction between the Integrity Pact and its annexures, the clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity pact at Bhubaneswar on

BUYER
Name of the Officer
Designation
Odisha Gramya Bank
Witness
1.
2.

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1.
2.

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ANNEXURE V-FORMAT FOR COMMERCIAL BID FORMAT
(NOT TO BE SUBMITTED ALONG WITH TECHNICAL BID)

1. Name of Bidder :
2. Address of Corporate Office :

Commercials for Appointment of TDS Consultant providing End To End Solution And Services For Filing Of Tds (Tax Deducted At Source) Returns From Q2 (2024-25) To FY 2026-27 for the period of 3 years as per terms stipulated in RFP

RFP Reference No ;

Description	Total Number of Branches	Price (For all Branches/ Offices)	GST @ 18%	Total (For all Branches/ Offices)
(I)	(II)	(III)	(IV)	(V) = (III) + (IV)
Fees for 3 quarters of 1st year	559# No of Branches as on 31.03.2023 = 549 + 9 Regional Offices, Head Office – 1			
Yearly Fees for 2nd Year				
Yearly Fees for 3rd Year				
Total Cost of Ownership (TCO) of the proposed solution for the contract period inclusive of GST				

tentative +/- 10%

Notes:

1. All Deliverables to be supplied as per RFP requirements provided in the RFP document.
2. The service Charges need to include all services mentioned in the RFP.
3. Any column left blank by the bidder will result in disqualification of the bid.
4. This shall be inclusive of all the components and services mentioned in the RFP document as per scope mentioned in **Annexure – I**.
5. Prices quoted shall be inclusive of all taxes, duties and GST.

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6. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
7. The prices quoted should also include charges towards freight, forwarding, delivery, installation, insurance charges, transportation, configuration/reconfiguration and integration, Travel, lodging, boarding, other administrative expenses. Bank will not pay any additional charges other than those mentioned above for deriving Total Cost of Ownership.
8. The branches and office mentioned above may be increased /decreased as per Bank requirements. For increased branches, the price per branch /office quoted in commercial bid shall prevail.
9. Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.
10. Successful bidder will be determined based on the QCBS Evaluation Methodology as per Protal.
11. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
12. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
13. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
14. If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
15. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

We certify that the items quoted above meet all the technical specifications, Functional requirements, technical requirements as per Annexures of this RFP and prices quoted are all in compliance with the terms of this RFP. We also confirm that we agree to all the terms and conditions mentioned in this RFP document. We also agree that this offer shall remain valid for a period of 180 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

Authorised Signatory:
Name and Designation:

RFP FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FROM Q2 (2024-25) TO FY 2026-27

Date : 05.04.2024

ANNEXURE – VI DECLARATION FOR MSE BENEFITS

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To,
The General Manager
Odisha Gramya Bank,
Planning & Treasury Department,
At - Gandamunda, PO - Khandagiri,
Bhubaneswar - 751 030.

Dear Sirs,

RFP Reference No ;

Sub: Appointment of Consultant for providing End to End Solution and Services for Filing of TDS (Tax Deducted at Source) Returns from Q2 (2024-25) to FY 2026-27.: Technical Proposal

Ref: Your RFP No.

Dear Sir,

This has reference to our bid submitted in response to your RFP (RFP) Ref. No. RFP No. dated floated for the Appointment of Consultant for providing End to End Solution and Services for Filing of TDS (Tax Deducted at Source) Returns from Q2 (2024-25) to FY 2026-27.: Technical Proposal. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Issue of RFP Documents to MSEs free of Cost
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then the Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future RFP/s etc.

For

Office Seal (Authorised Signatory)

Place: Name:

Date: Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID: