

BANK OF MAHARASHTRA



Request for proposal for Supply, Customization, Installation, Integration and Maintenance of e-TDS Software with end to end solution for Centralization of TDS

Information Technology Department

Bank of Maharashtra
Head Office, 1501 Lokmangal,
Shivajinagar, Pune 411 005

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Invitation for Tender offers :

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from eligible bidders to Supply, Customization, Installation, Integration and Maintenance of e-TDS Software with end to end solution for Centralization of TDS as per requirements mentioned in the RFP.

The bidders are expected to examine all instructions, forms, terms, Bank project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit. A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.10,000/- (Rs. Ten thousand only) by demand draft / bankers cheque in favor of Bank of Maharashtra and payable at Pune.

Bid Collection and Submission

1.	Date publication of RFP	11.07.2018
2.	Last date and time for receipt of queries for clarification from bidders	Date :17.07.2018 Time: 05:30 PM
3.	Pre Bid Meeting	Date : 19.07.2018 04:00PM
4.	Last date for submission of Bid documents	Date: 02.08.2018 Time: 02:00 PM
5.	Eligibility cum Technical Bid opening date	Date: 02.08.2018 Time: 04:00 PM
7.	Place of opening of Bids	Bank of Maharashtra, 1501, Lokmangal, Shivajinagar, Pune 411 038
8.	Place for Submission of Bid	Deputy General Manager, Information Technology, Bank of Maharashtra, 1501, Lokmangal, Shivajinagar, Pune 411 038
9.	Address for communication	As above , Tel:- (020) 25614252 / 25614349
10.	Cost of RFP	Rs.10,000/- Non refundable.
11.	Earnest Money Deposit	Rs. 5.00 Lacs
12.	Contact for Bidders	Interested Bidders are requested to send the email to taxcell@mahabank.co.in , agmitd@mahabank.co.in , mudit.agarwal@mahabank.co.in , cmssoftware@mahabank.co.in , navneet.kumar@mahabank.co.in , mandar.kharade@mahabank.co.in ,

* Bidders have to purchase tender document to participate in pre-bid meeting, No exemption will be permitted

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

Earnest Money Deposit must accompany all tender offer document as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical/Commercial bid. It should be in separate cover to be handed over to the department. Tender offers will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and its Annexures.

General Manager
Information Technology

1.1 INTRODUCTION:

Bank of Maharashtra is a Public Sector Bank with a standing of more than 82 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has more than 1850 branches all over India. In the state of Maharashtra itself, it has more than 1150 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, agriculturists and importers & exporters.

The bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like DEMAT, lockers and merchant banking etc.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') for providing End to end solution to handle the TDS compliances of the Bank and switching to a Centralized E-TDS system.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document

1.2 Purpose of the RFP:

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

At present we are having branches including offices on PAN India basis and are registered branch/office wise in order to comply with Income tax guidelines i.e. we have approx. 1900 TANs , Bank has to file different types of TDS returns viz, 24Q/26Q/27Q and filing of returns of Form 15G/15H for all its 1900 TANs.

Presently the branches/offices are depositing TDS individually (TAN wise) and submitting TDS returns accordingly. UIN is also generated for Zone TAN. Bank intends:

- To centralize the activities in relation to remittance of TDS and filing of TDS Return, downloading and dispatching of Form 16/16A to the customers, filing of correction returns etc. on Zone wise TAN or on a single TAN, as decided by bank.
- To prepare and file the statement of Form 15G/H on zone wise TAN or on a single TAN using UIN allotted by CBS.
- To centrally file the return in Form 61 based on the Form 60 data captured from the Banks data source.
- To centrally file return in Form 61A (Specified Financial Transactions) & Form 61B (Reporting under FATCA & CRS) based on the data captured from the Banks data source.

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

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

1. Instructions to bidders

2.1 POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favour of authorized person and in case the authorized person delegates authority to another person of the company, Power of Attorney/Authorization letter to sign the Bid documents is to be submitted with bid documents.

2.2 COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Bank of Maharashtra, hereinafter referred to as The Bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.3 BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP, failing which bid will be rejected as nonresponsive.

2.4 LANGUAGE OF BIDS

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

2.5 AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

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

2.6 AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.bankofmaharashtra.in) and will be binding on all those who are interested in bidding.

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

2.7 VALIDITY OF BID DOCUMENT

Bid shall remain valid for 180 days from last date of submission of bid prescribed by BoM. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

2.8 LATE BID

Any bid received by the Bank after the deadline for submission of bid will be rejected.

2.9 BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

2.10 BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of Rs. 5.00 Lac (Rupees Five Lacs only), which may be submitted in the form Bank Guarantee (BG) favoring BANK OF MAHARASHTRA and filling all the details as per specified Performa at Annexure-XII. The BG should have a validity of 6 Months from the date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the bank. The BG should be submitted at the time of bid submission. In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount

2.11 Two Bid System Tender

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

Bidders will have to submit separate sealed envelopes containing Commercial bid and Technical bid, to the Bank

a) TECHNICAL BID

TECHNICAL BID will contain all the supporting documents regarding Eligibility Criteria, Scope of Work, Technical Aspects, Compliance Statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened. Evaluation of technical bid will be done for only those bidders who satisfy all the eligibility criteria. Bidders confirming compliance to all the terms & conditions of RFP document (technical bid) shall be short-listed for second stage (Commercial bid).

b) COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short listed, will be opened. Bidder will have to quote commercials in all the Options mentioned in Commercial Offer **Annexure X**

Technical Bid and Commercial Bid must be submitted properly filed with indexing at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial bid must be submitted separately to the Bank.**

All the envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder

All Formats and Annexures should be stamped and signed by an authorized official of the bidder's company. The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

ENVELOPE-I (Technical bid):

The Technical bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. A copy of original Commercial offer with prices duly masked should also be submitted along with the Technical Bid, failing which the bid will be rejected.

The Technical Bid envelope should also include the CD containing the soft copy of the Technical bid with annexure and formats. However, it should not contain price related information, failing which the bid will be rejected outright.

ENVELOPE-II (Commercial bid):

Bidder will have to quote commercials in all the Options mentioned in Commercial Offer **Annexure X**. The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photocopy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

These two envelopes containing the Technical bid and Commercial bid should be **separately** submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

2.12 Non-transferable Tender

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

2.13 SUBMISSION OF BID

Bidders are required to submit their bids in hard copy on or before the final date & time of bid submission at the following address.

The Deputy General Manager, Information Technology , Bank of Maharashtra, Information Technology Department, 3rd Floor, 1501, Lokmangal, Shivajinagar Pune 411 005

2.14 DEADLINE FOR SUBMISSION OF BID

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

The Deputy General Manager, Information Technology, Bank of Maharashtra, Information Technology Department, 3rd Floor, 1501, Lokmangal, Shivajinagar Pune 411 005

2.15 MODIFICATION AND/OR WITHDRAWAL OF BIDS

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

2.16 CONTACTING THE BANK

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

2.17 TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders are advised to clearly specify the deviations, in case terms and conditions of the contract applicable to this invitation of tender are not acceptable to them.

2.18 LOCAL CONDITIONS

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

2.19 BANKS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

2.20 BID OPENING AND EVALUATION

In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day. In the first stage, only TECHNICAL BID will be opened and evaluation will be done only for eligible bidders. Those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be shortlisted. In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short-listed, will be opened. The Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders

2.21 CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

2.22 PRELIMINARY EXAMINATION

The Bank will examine the bids to determine whether they are complete, any computational errors have not been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per authorization form shall be treated as non-responsive.

Arithmetical errors will be rectified on the following basis.

- If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.
- If the supplier does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be rejected by the Bank and may not be made responsive by the bidder by correction of the non-conformity.

The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

2.23 REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

2.24 ACCEPTANCE TEST

At its discretion, the Bank will conduct acceptance test. The test will check for trouble-free operation and end to end functionalities as specified in the Scope of Work for one / two complete quarter. In the event of any errors and bugs detected during acceptance testing, resulting in corrective action required by the bidder, the schedule for acceptance testing will be revised to a mutually convenient date at the cost and expenses of the Bidder.

The Bank reserves its right to get the software tested / evaluated by any agency of its choice and the Bidder shall not object to the same.

2.25 EVALUATION AND AWARD CRITERIA

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the bank. First, received bids will be evaluated based on the eligibility criteria as per **Annexure III**. Technical bids of only those bidders satisfying the eligibility criteria will be evaluated.

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted Evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

2.26 Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must fulfil minimum of 80% compliance in Technical and Functional Specifications compliance separately. Even if the vendor meets the 70 mark cut-off and does not meet this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Technical requirements. The Technical Proposal will be

evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Max Marks
The number of banks in which software has been successfully implemented for TDS centralization.	For each Implementation 1 marks	10
Functional Specifications compliance	As per Functional Scoring Sheet in Annexure V	25
Technical Specifications compliance	As per Technical Scoring Sheet in Annexure V	25
Technical Presentation on Proposed Solution by the Bidder	Technical presentation will be evaluated On the following parameters: 1. Proposed Solution (3 Marks) 2. IT architecture and approach & methodology (3 Marks) 3. Resource Planning (3 Marks) 4. Project Governance and Project Team (3 Marks) 5. Future Scalability (3 Marks)	15
Product Demo In case Bank during this demonstration feels that any of the feature is not available and needs to be customized then no marks for that feature shall be allotted and if customization is not required and the feature is readily available then mark shall be allotted .	Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria demonstration (but not limited to) given in Annexure V	25
Total Marks		100

Note:-

- Copies of Work order / client reference to be provided. Documentary proof for go live of implementation to be provided.
- Technically qualified and successful bidders may be called to make presentation of the solution offered by them as per the schedule decided by BoM. BoM may also visit and inspect the onsite / development centers and other installation of the bidders.
- Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps.
- Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

2.27 Commercial Bid Evaluation

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis. The key considerations of the TCO would be the total payouts for entire project throughout the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.

The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be ‘0’ in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

2.28 Weighted Evaluation:

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for

award of contract. However Bank will have the option to negotiate the price after commercial evaluation.

As an example, the following procedure can be followed:

Score will be calculated for all qualified bidders using the following formula:

C stands for discounted rate arrived on basis of commercial evaluation i.e. the lowest commercial bid will be assigned rate as 100 and then rates of others will be arrived at in relation to lowest bid;

C_{low} stands for the lowest discounted rate arrived on basis of commercial evaluation.

T stands for technical evaluation score and

X is equal to 0.30.

SN	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	$[(C_{low} / C) \times 100] \times 0.30$ (B)	Score (S = A + B)
1	AAA	75	120	52.500	25.000	77.500
2	BBB	80	100	56.000	30.000	86.000
3	CCC	90	110	63.000	27.273	90.273

In the above example, **C_{low}** is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one vendor with equal highest score up to three decimal, then number of decimal will be increased.

The decision of the Bank shall be final and binding on all the vendors to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

2.29 GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 days, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Pune.

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

2.30 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

2.31 CONFIDENTIALITY

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

2.32 PATENTS RIGHTS

The supplier shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees.

The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The Supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

2.33 UAT – User Acceptance Test

The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period.

The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

2.34 ASSIGNMENT

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

2.35 FORCE MAJEURE

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

2.36 NON DISCLOSURE

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

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

bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

- That the successful bidder will strictly maintain the secrecy of Bank's data.

Bidder should be a Registered Company / Firm, with the standing of 4 years as on 31.03.2018. They should have a Turnover of at least Rs.3 crore in previous two Financial year i.e. 2016-17 & 2017-18 and positive net worth as per latest audited balance sheet.

The firm should have successfully implemented the project of centralization of TDS (including preparation of OLTAS challans string for remittance of TDS, preparation and e-filing of TDS returns, TDS default rectification and e-filing of Form 15G/H at zonal level or at Head Office Level etc.) for four banks or more out of which there should be at least two Public Sector Bank.

The bidder's solution should be directly integrated with Income Tax e-filing site for direct filing of e-TDS and other related returns.

The application should be capable of filing the Form 24Q/ 26Q / 27Q and statement of 15G/H directly from the application to Income Tax e-Filing Site without any charges and not through TIN-FC. The application should be available at branches on Banks intranet for entry, modifications, validation, uploading as well as downloading of form 16 / 16A, if required.

The bidder should not be involved in any litigation which threatens solvency of company.

Bidder should not have been black listed at any time by the Government / Government agency / Banks / Financial

Institutions in India during last 3 Financial Years. Self Certificate / Undertaking is to be provided.

The firm should have its own software or duly licensed to sell the software to be procured by the Bank for this purpose.

Certificate in respect of Labour Law Compliance should be submitted.

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

3.1 Quality Standards

Bank is looking for well-proven branded products should be in conformity with industry standards.

3.2 Manufacturer's Authorization Form

Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote on behalf of the manufacturer. Authorization from authorized distributors/dealers for software items is acceptable.

4. SCOPE OF WORK

- 1) Hosting of WEB based TDS solution in the Bank Data Centre & DR Site, including importing of Data from existing Core Banking and other TDS source applications.
- 2) Software Solution should facilitate Interface / system / template for importing/ fetching the TDS return data (including Form 15G/H data) from source system. System should also have mechanism to capture manual entry for third party payments data along with all the required validations, in case the data is not routed through the automated system. Facility to be provided for data integration for Form 24Q return from Centralized salary / pension system.
- 3) Software Solution should facilitate to create Branch and TDS Deductor master by importing data from the existing CBS/ Centralized salary / Pension Payment application of the Bank and maintain the same i.e. Branch Master, Customer Master , TDS Master, Employees data from salary package and Pensioners data from Pension server etc.
- 4) The bank will have discretion either to provide Hardware, Database and OS along with licenses as per the specifications prescribed by the Bidder or to obtain the same from the selected bidder. However, in any of the cases, the selected Bidder will ensure that eTDS software should work flawlessly on the said Hardware configurations.
- 5) Software Solution should facilitate Remittance of TDS deducted by the Branches/offices, generation of Challans for payment of TDS deducted from Salaries, Pension, Non-salaries and Non-Resident payments by segregating the data based on nature of payment (Separate challan is required for deposit of TDS amount from payment of Salary, Pension, Contractors, Rent, Interest etc.) and payees i.e., Company and Non-Company.
- 6) Software Solution should facilitate to generate string file as per OLTAS format for all the challans to be remitted. The details of challan so prepared should automatically be updated against each entry of tax deduction. Further there should also be facility to enter challan details manually and to link the same with the concerned deductions, if required by users.
- 7) Software Solution should facilitate reconciliation of tax remitted through challans and TDS deducted by various applications of the Bank with that of balance outstanding in the respective payable accounts
- 8) Software Solution should facilitate Validation of data as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation (including 20% in case of Non PAN cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs and any other validations required in terms of Income tax guidelines in force. Validate extracted data as per latest RPU prescribed by

NSDL/TRACES and generate exception/error reports (if any) for making necessary correction by the branches/offices wherever needed.

- 9) Software Solution should facilitate bulk preparation of e-TDS returns (24Q, 26Q & 27Q) for all the branches / users / TANs with the validation utility provided by NSDL. The software should be updated immediately in line with validation utility released by NSDL.
- 10) Software Solution should have such other validations as required by bank so that errors in the TDS return can be minimized. Further, there should be integration with TRACES website so that justification / conso files can be downloaded from TRACES website without punching KYC manually and correction return can be filed accordingly.
- 11) Vender to provide suitable process capable of Web integration or otherwise with the authorized portals with DSC (like TRACES) as per the requirements of Income Tax from time to time. Further, software should also have the facility of integration with the CBS of the Bank, if required.
- 12) Software Solution should have incorporated all the TRACES utilities required for conversion of Form 16 / 16A, Justification Report etc. to readable formats.
- 13) Software Solution should facilitate Centralized generation and downloading of Form 16 /16A from TRACES within the specified Income tax department timeframe and be made available to the branches/HO immediately. Application should be capable of emailing downloaded Form 16/16A to the concerned deductee at their email id registered with the bank. Software Solution should be capable to maintain the database of all the downloaded Form 16/16A which can be accessed by branches subsequently.
- 14) Software Solution should facilitate Generating & emailing of E-TDS returns acknowledgments (Form 27A), success /Failure reports, reconciliation reports directly to the Branches / ZO / HO & centralized TDS cell. System should maintain history of these emailed reports in Database.
- 15) The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame.
- 16) The Vendor's web application/utility should be available to branches through Bank's intranet only. However for various online validations & online filing of returns, a link to the central server of TIN-NSDL/Traces/ CPC TDS site may be provided. Internet connection may be used by the vendor for specific purposes in consensus with the Bank's Information Security team.

- 17) Application should have functionality of modification/ correction of records at branch level/ZO Level and related monitoring and reporting facility should be available at controlling office/Central level.
- 18) Functionality of trial run before final run should be available in the application for the E-TDS return filing and generation of MIS informing probable default cases along with recommended corrections in the Bank's source application systems to avoid future defaults.
- 19) Software Solution should facilitate to prepare and submit necessary MIS as per the Banks requirement from time to time and facilitate generation of reports Branch wise / Zone wise / Head Office wise. Further, a SQL window should also be provided so as to extract the information as per Bank's own requirement.
- 20) Software Solution should facilitate to generate the data required for compilation of Tax audit report.
- 21) Submission of statement of Form 15 G/H with UIN. Software should also have the validation which confirm that UIN mentioned against any interest payment in e-TDS return is matched with the one which is mentioned in statement of Form 15/H for the same deductee / account during any quarter of the concerned financial year
- 22) Application should also be capable of filing Form 15G/15H return on single TAN for the Bank as a whole along with necessary submission and other compliances related to Form 15G/15H.
- 23) 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.
- 24) Software Solution should facilitate To centrally file return in Form 61A(Specified Financial Transactions) & Form 61B(Reporting under FATCA & CRS) based on the data captured from the Banks data source after its validation according to Income Tax Guidelines issued from Time to Time.
- 25) The vendor will assist the Bank to clear old outstanding defaults and also ensure that TDS defaults, if any, arises in future should be corrected on regular basis.
- 26) The vendor will assist the bank to surrender the TANs for Consolidation of TDS returns at Circle/Zone/Head Office level.
- 27) The vendor should ensure to deploy sufficient qualified/ skilled resource persons during implementation stage of TDS centralization. Further, after one year of successful implementation, vendor will provide Onsite/ call Centre support, as

required by bank, to assist the Bank in complying with the above scope of work within the statutory timelines.

- 28) The vendor will provide the exclusive training of the software and related issues, to the concerned staff of the bank or to all the branches/ zones, as decided by the bank.
- 29) The Vendor's web application/utility should be able to generate audit logs as per Bank's requirements.
- 30) Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 48 hours.

4.1 GENERAL ASPECTS IN SCOPE

- a. The selected vendor should provide required software and licenses, if any, including implementation / execution of the same within the stipulated time period.
- b. The Bidder should take care of all aspects of installation on existing or new set-up, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis.
- c. Bidder will have to ensure the troubleshooting in all forms like technical, administrative, consultancy and deductor /deductee related issues etc.
- d. Bidder should provide Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.
- e. The scope of the services is to be provided for the project duration initial for 5 years with an option to the Bank to exit after 90 days' notice (Services will be deemed to have been implemented from the Go-Live date i.e. from the date when bank decides to live the software for the end users).
- f. Time, being an essential feature of the contract, the selected vendor is expected to implement & install the systems in 6 weeks from the date of purchase order.

4.2 GENERAL PROVISIONS

- a. Successful 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 sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank.
- b. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, Successful 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 Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.
- c. Neither the contract which will be entered by the Bank with the successful bidder nor any action taken by the Successful Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Successful Bidder and the Bank hereunder is on Principal-to-Principal basis. Successful Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.
- d. That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to i) All books, records, information of the Successful Bidder; ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and iii) Any document/information given by the Bank to the Successful Bidder and / or relevant to the outsourced activities available with the Successful Bidder pertaining to the services provided under this Agreement by the Successful Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.
- e. The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Successful Bidder or any documents records of transactions and other necessary information given/stored or processed provided by the Bank, to Successful Bidder and in turn provided by Successful Bidder to another agency, in order to render the required Services to the Bank.

- f. Successful Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Successful Bidder in writing by the Bank, provided to Successful Bidder by the Bank, in order to render the required Service to the Bank.
- g. That due diligence/KYC/physical verification of employees of the company/their sub-contractor will be done and proper records of the same will be maintained.
- h. Those adequate steps will be taken to build strong safeguards to avoid the access of information/documents records and assets of the Bank with other organizations for whom Successful Bidder undertakes similar services.
- i. That the Successful Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.
- j. The Successful Bidder will conform to the laws, rules and regulations as stipulated by the Central/State Govt/RBI/ and/or any regulatory authority in regard to employment of agents/associates/employees etc including the Minimum Wages Act.

5 TERMS AND CONDITIONS

5.1. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and Integrity Pact (IP) with Bank, within 30 days of the award of the tender or within such extended period as may be permitted by the bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 days), the EMD will be forfeited after a grace period of 15 days.

5.2. DURATION OF CONTRACT

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

However, the contract period for hosting the software application and consultancy services should be extendable after completion of 5 years for a further period 1 year or for the period, as decided by Bank on mutually agreed terms and costs, if the bank so desires.

5.3. PERFORMANCE BANK GUARANTEE

- a. The successful vendor shall provide a Performance Guarantee at the time of awarding the contract, which will be for the period from the date of receipt of the order or signing of the contract, whichever is earlier, in the format as provided in Annexure XI to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Maharashtra.
- b. In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achievement of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

- c. The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- d. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

5.4. ACCEPTANCE OF ORDER

Successful bidder shall be required to accept the order within seven days from the date of order placement. Bank has a right to cancel the order and forfeit the EMD, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.

5.5. DELIVERY AND INSTALLATION

Installation and implementation to be completed within 6 weeks from the date of Purchase order on DC / DR site. The point of delivery/ destination will be as defined by the bank in the purchase order.

For this purpose delivery means: -

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

5.6. ACCEPTANCE TEST

The system is subject to an Acceptance Test after completion of installation, behavioral analysis shall be done by BoM designated team for a minimum period of 6 weeks for completing the acceptance test. Vendor has to arrange one engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test. After successful behavioral analysis bank shall sign off acceptance test.

5.7. PAYMENT TERMS

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

❖ **Software, Hardware, Support and Consultancy charges etc. (i.e. end to end solution for centralization of TDS) as per Option “A” of Commercial Offer (Annexure XI)**

To be paid on receipt of invoice on quarterly basis only after successful downloading of all FORM 16 / 16A for all the TANs against filing of TDS original / correction returns in the particular quarter.

- 20% each for first three quarters of the concerned financial year.
- 40% for the last and fourth quarter of the concerned financial year.

❖ **Option “B” and “C” of Commercial Offer –**

a) Software Licenses

- 50% of the license cost on delivery of Software Licenses plus 100% of GST / CST & Octroi / entry tax (wherever applicable) at actuals.
- 30% of the license cost after go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 20% of the license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

b) Implementation Cost (OTC)

- 70% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
- 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off

c) Integration Charges (OTC) – 100% of the Integration cost after successful integration of the TDS Software with core banking system and other internal source system of the bank, if required. Payable will be made against receipt of Integration Sign Off in the form of Acceptance Report signed by both Bank's identified Project Manager & successful vendor's representative.

d) AMC / ATS (After expiry of one year warranty period) – Payable quarterly at the end of each quarter against receipt of satisfactory service report for the concerned quarter from the Bank's Project / Operation Manager.

e) Onsite Support Charges (After expiry of one year warranty period) – Payable quarterly at the end of each quarter against receipt of satisfactory support report for the concerned quarter from the Bank's Project /Operation Manager

- f) **Hardware cost (applicable only for option “C”)** – Payable after verification of the specification of the delivered hardware by the bank’s system expert.
- g) **Other /Misc. Charges, if any** - will be paid on actual basis.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

5.8. TAXES

The prices are inclusive of all charges, Taxes, Statutory levies etc. except GST which will be paid on actual basis. The GST/Custom duty will however have to be mentioned separately in the invoice and the bank may set off the applicable GST/ Customs duty against the Duty Free Scrip for which bank is eligible under chapter 3 of Foreign Trade Policy.

5.9. WARRANTY

All software supplied should cover comprehensive on-site warranty for one year from the date of completion of the project installation. This includes updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, upgrade would be done by vendor immediately for critical updates or on monthly basis for normal updates/upgrades.

Warranty should cover the following:-

- Service support should be available on 24 x 7 x 365 basis.
- Bank should have facility to log the call directly with OEM/ bidder, if Bank faces any problem.
- The problem/ issue should be attended within 2 hours of receipt of complaint; however telephonic support should be made instantly on receiving the complaint. Warranty would cover updates from CBDT or any other regulatory authority / Government instructions /maintenance patches/bug fixes (available from the original software vendor) for system software.
- The vendor should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report by product as per Bank’s requirement.
- The vendor will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.
- In case of repetitive application system failure (two or three times in a quarter) it shall be replaced by equivalent or higher model new equipment by vendor, at no extra cost to Bank.

- Free of cost customization and version upgrade whenever new version is released will be done by bidder.

5.10. ANNUAL TECHNICAL SUPPORT

The ATS rates for software will be valid for a period of four years after expiry of one year warranty period. Payment of ATS will be released in advance on quarterly basis. The ATS may be terminated by the Bank after giving three months" notice in case of deficiency in services.

The quoted rates for ATS shall include all Taxes, Statuary levies etc. except GST which will be paid on actual basis. The quoted ATS rate would be applicable for proactive support on 24 x 7 x 365 basis. ATS would cover all software including application without any exceptions.

The Bank will enter into an all-inclusive Annual Technical Services (ATS) contract with the selected bidder after the expiry of respective warranty period for the software systems.

5.11. UPGRADES AND UPDATES

The bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during contract period. If however, the upgrades is not available then the support for the implemented solution should be available at any point of time. An undertaking to this effect is to be furnished by the Bidder as per annexure.

5.12 Service Level Agreement.

- i) The bidder should maintain the uptime of 99.95 % on monthly basis for the Centralized E-TDS Solution.
- ii) Any components, including the software deliverables / hardware equipment that are reported to be down on a given date mentioned above in point (i) should be repaired / replaced with identical or higher configuration to maintain the 99.95% up-time on monthly basis with no extra cost to the Bank.
The bidder should provide the support Facility Management Services on 24 X 7 basis in a year during the contract.
- iii) Response & Resolution time to be followed as per severity defined in the table below:

Incident Severity	Impact	Description	Typical Response time	Typical Resolution time

Critical	Critical	1.) System Down /Unable to perform Operations.	10 min	<ul style="list-style-type: none"> • During Business hours – 15 min • Non-Business Hours - Within 3 hours or earlier.
Significant	Minor	Minor Disruption - Low impact on Business Operations. If Customisations required.	10 min	<ul style="list-style-type: none"> • Major / Minor Customizations / Changes required - Time period decided by mutual agreement Response and resolution for other criteria- • During business hour – within 4 hours.

5.13 PENALTY

a) Delay in TDS Compliances

Any interest and or penalty raised by the Income Tax Department on the Bank on account of deviations from the scope of work mentioned in RFP shall be recovered 100% from the vendor from the outstanding dues payment.

b) DELAY IN INSTALLATION & IMPLEMENTATION

The complete implementation of the project shall be made by the Vendor in accordance with the time schedule (within 6 weeks), technical specification, scope of the project and other terms & conditions as specified in the RFP document.

Any delay in performing the obligation/defect in implementation/performance of solution by the bidder may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract. A penalty @1% per week per site, of total PO Value (software cost and implementation cost) issued by the Bank will be deducted for delay in implementation as per time schedule defined in the RFP document, with a maximum up to 10 % shall be deducted as per the purchase order issued by the Bank.

c) FAILURE IN MAINTAINING SERVICE LEVEL AGREEMENT (SLA) & RESOLUTION OF REPORTED ISSUE

Bidder has to enter into service level agreement with bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments by the bidder.

The Application should not face any service impact/disruption. Its uptime to be as follows: 99.95% (on monthly basis). Below 99.95%, for each downtime of 0.01% quarterly, provided the penalty amount shall not exceed 10%. In case of downtime,

during AMC period the penalty will be recovered from the performance bank guarantee and AMC amount.

Bidder must have service to support the following:

Maximum 3 hours resolution time including the response time. If the issue is not resolved within 3 hours then penalty @ 1% of ATS cost will be deducted for each day of default subject to maximum of 10% amount of ATS cost. More than 3 hours will be considered as one day.

Bidder should provide facility of call (fault) logging through telephone, e-mail, web portal, etc. The bidder must submit call wise details monthly during warranty period.

The bidder will have to pay the penalty amount as and when demanded by the bank, within 15 days from the demand date, otherwise bank reserves the right to invoke performance bank guarantee for recovery of the penalty amount.

d) Not Acceptance/ Non Execution of Order

In case the bidder refuses to accept / execute the order, Bank will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the different cost of the item/ product (Bank is having all the rights to recover the difference/ 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.

5.14. LIQUIDATED DAMAGES

If supplier fails to deliver any or all services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a maximum of 10%. The purchaser has right to cancel the order in case delivery of services not affected within stipulated time schedule.

The purchaser is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract.

5.15. CANCELLATION OF PURCHASE ORDER

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

- a) Non submission of acceptance of order within 7 days of placement of order.
- b) Non submission of performance bank guarantee within stipulated time as specified in the RFP.
- c) Non signing of contract within the time specified by bank.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to appropriate the damages from the earnest money deposit (EMD) given by

the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier.

5.16 EXIT OPTION AND CONTRACT RE-NEGOTIATION

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 15 days of receipt of purchase contract or agreed terms by Bank;
 - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
 - c. The bidder goes into liquidation voluntarily or otherwise.
 - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
 - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
 - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
 - g. Delay in delivery / installation / commissioning of Supply, Customization, Installation, Integration and Maintenance of e-TDS Software with end to end solution for Centralization of TDS, beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.
6. Warranties:
 - a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
 - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

- c. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
7. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services.
8. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of the shifting of the site

5.17 INFORMATION SECURITY

Successful Bidder upon selection will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. Bank may also do the audit of the bidder as and when required.

5.18 SIGNING OF PRE CONTRACT INTEGRITY PACT

The firm has to sign “Adoption of Integrity Pact”

- 1) The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 2) Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
- 3) The Bidders shall submit signed integrity pact as per **Annexure-XII** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 4) Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 5) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 6) Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 7) The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 8) Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

- 9) The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri Nilomni Bhakta Address:- A-801, PBCL CHS Ltd., Plot No. 3, Sector 46A, Nerul, Mumbai – 400706 Email:- nilomni.bhakta@gmail.com	Shri Madan Lal Sharma Address: K-23, Jangpura Extention, New Delhi. Email:- ml.sharma1965@yahoo.com
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The Bidders should enclose proof of all Pre-Qualification Criteria, while submitting the Bid Proposals, failing which, the Bid Proposals will not be considered for further evaluation and may be treated as technically non-responsive.

5.19 DELAYS IN THE SUPPLIER'S PERFORMANCE

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default as detailed in point no. 13 of this document.

5.20 INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

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

5.21 TERMINATION OF CONTRACT

The quality of services given by the bidder & progress of the project will be reviewed fortnightly and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the bank regarding quality of services shall be final and

binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following :

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of vendor to complete implementation of solution within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

UNDERTAKING FROM THE BIDDER

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411005

Sir

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

We submit our Bid Documents herewith.

We understand that

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

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Undertaking from OEM (OEM letter head)

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Sir,

Reg: Our bid for Providing End to end solution to handle the TDS compliances of the Bank and switching to a Centralized E-TDS system

We hereby submit the following:-

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

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Compliance to Eligibility Criteria

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
1.	Bidder should be a Registered Company / Firm, with the standing of 4 years as on 31.03.2018. They should have a Turnover of at least Rs.3 crore in previous two Financial year i.e. 2016-17 & 2017-18 and positive net worth as per latest audited balance sheet.	Certificate of incorporation / Related document from the respective authority. Audited Financial Statements of FY 2016-17 & 2017-18.	
2.	The firm has successfully implemented the project of centralization of TDS (including preparation of OLTAS challans string for remittance of TDS, preparation and e-filing of TDS returns, TDS default rectification and e-filing of Form 15G/H at zonal level or at Head Office Level etc.) for four banks or more out of which there should be at least two Public Sector Bank.	Bidder has to submit certificates/letters preferably on the letter head of the issuing PSB which may indicate the activity performed by the bidder along with contact no. of concerned person.	
3.	The bidder's solution should be directly integrated with Income Tax e-filing site for direct filing of e-TDS and other related returns. The application should be capable of filing the Form 24Q/ 26Q / 27Q and statement of 15G/H directly from the application to Income Tax e-Filing Site without any charges and not through TIN-FC. The application should be available at branches on Banks intranet for entry, modifications, validation, uploading as well as downloading of form 16 / 16A, if required.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder. Certificate issued by Controlling offices like Regional 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.	

4.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant / statutory auditor of the Firm/ Company, who has audited the latest Financial Statements, as per Annexure- VIII	
5.	Bidder should not have been black listed at any time by the Government / Government agency / Banks / Financial Institutions in India during last 3 Financial Years. Self Certificate / Undertaking is to be provided.	Undertaking to be provided as per Annexure-IX .	
6.	The firm should have its own software or duly licensed to sell the software to be procured by the Bank for this purpose	Self Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder in case bidder is owner of the software, else authorization letter from the OEM to be submitted to sell the software.	
6.	The 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	
7.	Labour Law Compliance	Undertaking to this effect to be submitted.	

Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.

Date:

Place:

Signature of Authorized

Signatory Name of Signatory:

Designation:

Seal of Company

BIDDERS INFORMATION

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Constitution	
3.	Date of Incorporation	
4.	Company Head Office Address	
5.	Registered office address	
6.	GSTIN & TAN No.	
7.	Whether MSME(quote registration no. and date of registration, copy to be attached)	
8.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	
9.	Name, Designation, Tel. No, Email of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	
10.	Specimen Full signature and Initials of Authorized Signatory	
11.	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)	
12.	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
13.	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is "Yes")

14.	Please mention turnover for last two financial years and include the copies of Audited Balance Sheet in support of it.	Year	Turnover Rs.(in Cr)	Profit/Loss Rs. (in lacs)
		2016-17		
		2017-18		

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

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

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Technical & Functional Evaluation

S. No	REQUIRED FEATURES	BIDDER'S RESPONSE (YES / NO)	Marks Allotted	Markds Scored	BIDDER'S REMARKS (IF ANY)
A.	TECHNICAL SPECIFICATIONS				
1.	The Application should have high availability at DC & DR location.		2		
2.	The software solution should be convenient to use. It should have web based graphic interface at branches / controlling Offices.		2		
3.	Ability to provide for access by users through web browser.		2		
4.	Must be Windows based and should be accessible through Windows 7 and above.		2		
5.	It must provide fail-over back-up and recovery capabilities.		2		
6.	The solution should be flexible, modular and expandable to accommodate further up-gradation/modifications.		2		
7.	Ability to handle minimum 2 crore of records per quarter initially with the capability to handle additional incremental records in the subsequent quarters.		2		
8.	Solution should not rely on browser helper objects/ active x control/ applets for communicating authentication data to backend as there are numerous security vulnerabilities found in such add-ons.		2		
9.	Application portal should be SSL secured.		2		
10.	Application should be capable to handle at least 2000 concurrent login.		2		

11.	Application Should be able to generate and file return (at least 25000 records per user per minute) of all the branches of Bank within 10 days.		1		
12.	Application must support IPV6 protocol.		1		
13.	Seamless Integration - The application software should be centrally installed at HO level (DC & DR site) and branch should be capable of accessing the application through Banks intranet. The Central server will 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.		2		
14.	Application must also be compatible with the hardware available / used at branches.		1		
B.	FUNCTIONAL SPECIFICATIONS				
1.	The administrator should have the rights to manage the entire application. The administrator can assign roles to users. Definition of roles shall be parameterized. This role can also be made universal and applied to the entire application or selected applications.		2		
2.	Solution should produce detail audit trail including but not limited to user id, computer, IP address, resource being accessed with Urls, timestamp, login time etc.		2		

3.	Solution should be able to produce various event based reports such as enrollments, un-enrollments, logins, unsuccessful logins etc.		2		
4.	Application should meet all requirements/ guidelines of Income Tax department and Yearly/time to time updates regarding slabs of Income Tax, TDS thereon & maintenance of changes for FVU.		2		
5.	Application should be capable of creating Branch, Deductee, TDS and TDS Deductor master by importing data from the existing CBS/ HRMS/ Pension application of the Bank and maintain the same.		1		
6.	The ability to create OLTAS Challans string for payment of TDS deducted from Salaries, Non-salaries and Non-Resident payments should be done by segregating the data based on nature of payment (Separate challan is required for deposit of amount for TDS from payment of Salary, Contractors, Rent, Interest etc) and payees i.e., Company and Non-Company.		1		
7.	Application should be capable of Direct integration with income tax e-filing site for online filing / upload of all returns prepared by the branches into income tax portal through central server using digital signature authentication.		1		
8.	Application should be capable of direct integration with TRACES from Bank's central server for Form 16/16A		1		

	application, downloading, generation through Head office and thereafter (application should automate all Traces Activity required).				
9.	Application should be capable of automated emailing process.		1		
10.	As the Bank's source database are on ORACLE platform, preference will be given to TDS Application based on Oracle database.		2		
11.	Application Design should be scalable for shifting from branch wise to Single TAN either Circle/Zone/Head office for all returns mentioned in point no. 2 above.		2		
12.	Online PAN Verification Facility should be available in the application through Income Tax Database instead of NSDL API		2		
13.	Automated Process should be available in the application through which branch level work should be performed at Head office for :- i. Verification of All Lower Deduction certificate captured by the branches ii. Complete Data Processing should be made at head office on monthly basis iii. Automated emails for short deduction, invalid pan, Challan Error etc should be made to branches on monthly basis.		2		
14.	Provide assistance to the Bank staff through a robust web based system to provide immediate and timely		1		

	handholding support on technical and domain issues in order to deal with customer complaints and Income Tax notices.				
15.	Provision to add and view FAQs.		1		
16.	The Vendor should assist and apply all the Conso file from TRACES website for returns in default for all the branches. Further, Vendor will ensure that defaults, if any, arising in future, will be dealt with on regular basis.		1		
17.	The application should be capable of generation of Form-16/16A without punching KYC manually on TRACES website. Proper converter should be available in software for form 16/16A.		1		

Note:

- The bidder should provide compliance statement for all the above specifications of technical requirements against each item.
- All relevant product information such as user manual, technical specifications sheet etc should be submitted along with the offer. Failure to submit this information could result in disqualification of the bid.
- Hard copy of supporting documents or documentary proof for all the above criteria should be submitted along with bid documents.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

COMPLIANCE STATEMENT**DECLARATION**

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical / functional specifications stipulated in the RFP. (Any deviation may result in disqualification of bids).	

Date:**Place:****Signature of Authorized Signatory****Name of Signatory:****Designation:****Seal of Company**

PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing company

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Sir,

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

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

The services provided by the M/s _____ are satisfactory.

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

LITIGATION CERTIFICATE

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a firm / company incorporated under the companies act, 1956 / 2013 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company.

Dated at ___day of_____2018.

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company

UNDERTAKING FOR NON- BLACKLISTED

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

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Sir,

We M/s _____, a company incorporated under the
companies act, 1956 / 2013 with its headquarters at,

_____ do
hereby confirm that we have not been blacklisted/ debarred by any
Bank/Government Organization in India during last 3 years.

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

Dated at __day of _____2018.

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

COMMERCIAL OFFER**COMMERCIAL DETAILS****Option A (End to end solution for Centralization of TDS)**

(Amount in Rs.)

SN	Item Description	Multiplication factor (A) (Number of Offices)	Unit Cost (B) (Per office per financial year)	Total Cost per financial year (C) (C) = (A)*(B)
1.	Support and Consultancy charges for providing services as per scope of work mentioned in RFP Document including on site and off site Support	No. of TAN / office / branch		
Total Cost of Ownership (TCO)				
	Amt in words			

Option B (e-TDS software without hardware)

S. No.	Items	OTC (One Time Cost)	Year 1	Year 2	Year 3	Year 4	Year 5	Total
			Amt	Amt	Amt	Amt	Amt	Amt
a.	Enterprise License* Cost	0.00	X	X	X	X	X	0.00
b.	Implementation Cost	0.00	X	X	X	X	X	0.00
c.	ATS (Annual Technical Support)	X	X	0.00	0.00	0.00	0.00	0.00
d.	Onsite Support Charges	X	X	0.00	0.00	0.00	0.00	0.00
e.	Integration Charges**	0.00	X	X	X	X	X	0.00
f.	Any Other Charges \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO)								0.00
	Amt in words							

Option C (e-TDS software with hardware)

S. No.	Items	OTC (One Time Cost)	Year 1	Year 2	Year 3	Year 4	Year 5	Total
			Amt	Amt	Amt	Amt	Amt	Amt
a.	Enterprise License* Cost	0.00	X	X	X	X	X	0.00
b.	Implementation Cost	0.00	X	X	X	X	X	0.00
c.	ATS (Annual Technical Support)	X	X	0.00	0.00	0.00	0.00	0.00
d.	Onsite Support Charges	X	X	0.00	0.00	0.00	0.00	0.00
e.	Integration Charges**	0.00	X	X	X	X	X	0.00
f.	Hardware	0.00	X	X	X	X	X	0.00
g.	Any Other Charges \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO)								0.00
	Amt in words							

- Bidder have to quote commercials in all the Options.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods and Service Tax, Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid on actual on production of original receipt

- *Enterprise License would mean - The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India.
- ** One time Charges towards integration of Solution with Core Banking Solution (Bancs24) & other source data software.
- \$ Details to be provided for any commercial provided against "Any Other Charges".
- Onsite Support for the solution to be provided 24*7
- Bank has discretion of opting for any of the Options mentioned above. TCO will only be considered for the commercial bid.
- In case Bank opt for Option A then Bank may avail option "B" at any time by switching from option "A" to option "B" during the contract period i.e. outright purchase of software application and availing need based support and consultancy services, as per scope of RFP, and the cost of Option "B" shall be negotiated with L1 bidder emerged as per option "A".

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Dear Sir,

In accordance with your bid reference no. _____
Dated _____ M/s _____ having
its registered office at _____ herein
after Called „bidder“) wish to participate in the said bid for RFP (from Specified
Bidders) for Procurement of web based e-TDS software. An irrevocable Financial
Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against
Earnest Money Deposit amounting to Rs. _____ Rupees (in
words _____) valid up to _____ is required to be submitted by the bidder, as a
condition for participation in the said bid, which amount is liable to be forfeited on
happening of any contingencies mentioned in the bid document.

M/s _____ having its registered office at
_____ has undertaken in pursuance of their offer to Bank
of Maharashtra (hereinafter called as the beneficiary) dated _____ has
expressed its intention to participate in the said bid and in terms thereof has
approached us and requested us _____ (Name of
Bank) _____ (Address of Bank) to issue an irrevocable
financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs
/- Rupees (in words _____) valid
up to _____.

We, the _____ (Name of Bank) _____
_____ (Address of Bank) having our Head office at

_____ therefore Guarantee and undertake to pay immediately on first written demand by Bank of Maharashtra, the amount Rs._____ Rupees (in words_____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to..... If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from _____, on whose behalf guarantee is issued.

"Not withstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs _____ Rupees (in words_____
_____).

This bank guarantee shall be valid up to. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this

_____ Day of _____ 2018 at _____

Name of signatory
Designation
Bank Common Seal

PERFORMA FOR INTEGRITY PACT

(To be executed on Rs. 500 Stamp Paper)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2018, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Deputy General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein 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 to procure _____ (Name of the Stores / Equipment / Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is an Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said Equipment/product i.e Centralized E-TDS System Software at 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 form by its officials by following transparent procedures.

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

1. Commitments of the BUYER:

- a. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
 - b. 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 advantage that particular BIDDER in comparison to other BIDDERS.
 - c. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. 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.

3. COMMITMENTS of BIDDERS

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

- a. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
- b. 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 benefit or other advantage commission fees brokerage or inducement to any officials 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 Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- c. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- e. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and 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 the award of 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.

- f. 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 their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- i. 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 business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. 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 tender.
- m. The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956

- n. 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.

4. Previous Transgression

- a. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- a. While submitting commercial bid, the BIDDER shall deposit an amount _____ *(to be specified in RFP)* as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
 - i. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**
 - ii. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP)
- b. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- c. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of

performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- d. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required:

- a. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b. 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 assigning any reason therefore.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- f. 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.
- g. 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.
- h. 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.
- i. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

- a. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- b. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

- c. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e. 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.
- f. The BIDDER(s) accepts that the Monitors 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 pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- g. 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.
- h. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

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 law in force relating to any civil or criminal proceedings

12. Validity:

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

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer:
Designation:
IT. Department
Bank of Maharashtra

(Office Seal)

Place _____
Date _____

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

Witness:

Witness:

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

CHECK LIST

Sl. No.	Documents	Attached in Bid (Yes/No)	Page No	
			From	To
1.	Acceptance of terms and conditions			
2.	Bidder's undertaking letter as per Annexure- II			
3.	OEM undertaking letter -Annexure-II			
4.	Compliance to eligibility criteria – Annexure -III			
5.	Bidder's information as per Annexure – IV			
6.	Technical & functional specifications as per Annexure-V			
7.	Compliance statement as per Annexure-VI			
8.	Performance certificate - as per Annexure -VII			
9.	Litigation certificate - Annexure-VIII			
10.	Undertaking for non-blacklisted Annexure-IX			
11.	Commercial Offer Annexure-X			
12.	EMD in the form of Bank Guarantee Annexure XI			
13.	Integrity pact (Annexure – XII)			
14.	Signed copy of RFP document and Corrigendum, if any			
15.	Copy of last two years audited Balanced sheet.			
16.	Board resolution in favour of authorized person and power of Attorney/authorization letter in case the authorized person delegates authority to another person of the company to sign the bid documents.			

Technical Bid

Note:

- a) All pages of the bid documents must be signed by authorized person.
- b) All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3, and so on.
- c) The technical bid should be properly banded and numbered to find out the documents with annexure in starting explaining positioning of documents in bid.

**Signature of Authorized Signatory Name
of Signatory:**

Designation:

Seal of Company