



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

Date : 06.01.2024



Indian Overseas Bank

GEM TENDER

FOR

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

GEM Tender Reference No.	
GEM Tender Issuance Date	06.01.2024
Last Date of request for Queries/ Clarifications	18th January 2024 by 3.00 PM
Date and time of Pre-Bid Meeting	19th January 2024 at 11.00 AM
Last Date for receipt of bids	03RD February 2024 by 4.00 PM
Date and time of opening technical bids	03RD February 2024 by 4.30 PM

**BALANCE SHEET MANAGEMENT DEPARTMENT (BSMD)
CENTRAL OFFICE
INDIAN OVERSEAS BANK
763, ANNA SALAI ANNEXURE BUILDING
CHENNAI 600002**



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IMPORTANT DATES AND INFORMATION ON GEM TENDER SUBMISSION

S NO	Particulars	Timeline
1	Issuance Date of GEM Tender	06.01.2024
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	18 TH January 2024 BY 3.00 PM Format for seeking clarification is given in Clause No 2.1 Queries to be sent to acctsincometax@iob.in
3	Pre-bid Meeting Date and Venue Details	Meeting will be conducted on 19 th January 2024 at 11.00 AM through virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at acctsincometax@iob.in on or before 18 TH January 2024 BY 3.00 PM. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this GEM Tender document but not later than last date of receiving clarifications. Details of virtual pre-bid meeting would be communicated via e-mail to interested bidders separately. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: www.iob.in and GeM portal and informed vide mail to the bidders who have raised queries. MSE registered bidders are exempted from submitting the bid cost.
4	Last Date of Submission/ Closing Date in Online & Offline Mode (Last Date of Submission of GEM Tender Response)	3 RD FEBRUARY 2024 BY 4.00 PM for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 10 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Indian Overseas Bank, Tax Compliance and Payment Cell (TCPC) Balance Sheet Management Division(BSMD). Central Office, 763, Anna Salai, Chennai – 600002.



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5	Date and time of opening of Technical Bid	3 RD FEBUARY 2024 BY 4.30 PM
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in	Shall be intimated separately by the Bank through email.
7	Opening of Commercial Bids	The commercial bids of only those bidders will be opened who meet the eligibility criteria and qualify in technical evaluation. The date for commercial bid opening would be communicated via e-mail to the technically qualify Bidders.
8	Cost of GEM Tender	NIL
9	Online Bid Submission Details	This GeM Tender will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal. The documents listed below in Sl.No 10 only to be submitted in offline physical mode.
10	Documents to be submitted physically by Bidders (Offline Mode)	1. Bid Security (EMD) for Rs. 5,00,000/- (Rupees Five Lakhs only) to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Overseas Bank) in favour of "Indian Overseas Bank" payable at Chennai. BG should be valid for 225 days from the last date for submission of the Bid (in the format provided at annexure IV (or) Fund transfer to be made in the account as detailed S.No 5 of Clause 1.1 below. 2. Pre-Contract Integrity Pact
11	Name of contact officials	Mr P Balagangadhar Rao Chief Manager Indian Overseas Bank, Tax Compliance and Payment Cell (TCPC), Balance Sheet Management Division(BSMD),Central Office, 763, Anna Salai, Chennai – 600002. Phone: 044- 25819415/9491



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Other Important Information to Bidders -

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



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



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

ABBREVIATIONS USED IN THE DOCUMENT

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



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SB	Successful Bidder
SLA	Service Level Agreement
SOP	Standard Operating Procedure
UAT	Unit Acceptance Testing
TAT	Turn Around Time
CBS	Core Banking Solution
TCPC	Tax Compliance and Payment Cell
API	Application Programming Interface
OVD	Officially Valid documents
GUI	Graphical User Interface
FAQ	Frequently Asked Question
BSMD	Balance Sheet Management Department
ETL	Extract, Transform and Load
OS	Operating System
HTML	HyperText Markup Language,
TDS	Tax Deduction at Source
TCO	Total Cost of Ownership

Following terms are used in the document interchangeably to mean:

Bank	Bank refers to "Indian Overseas Bank (IB)" including its Branches, Regional offices, Central offices, Central Office Departments and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks).
Bidder	The Bidder means an interested and eligible party submitting its proposal in response of this GEM tender.



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INTRODUCTION

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

THIS DOCUMENT CONSIST OF THREE PARTS.

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

PART I - PROJECT SPECIFIC TERMS & CONDITIONS:

1.1 CONTACT DETAILS ON BIDDING PROCESS:

Sl. No	Description of Information / Requirement	Information / Requirement
1	Name of contact officials for submission of Integrity Pact (in ₹200 Stamp paper) , EMD-BG	Chief Manager Manager-TCPC/BSMD Phone: 044- 25819415/9491
2	Address for Communication / Submission of Bids	The Assistant General Manager, Indian Overseas Bank, Tax Compliance and Payment Cell (TCPC) Balance Sheet Management Division (BSMD). Central Office, 763, Anna Salai, Chennai – 600002.
3	Contact e-mail ID	acctsincometax@jobnet.co.in
4	Meeting Venue	Tax Compliance and Payment Cell Indian Overseas Bank, Central Office Balance Sheet Management Department. Central Office, 763, Anna Salai, Chennai – 600002.



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5	EMD-NEFT Details. EMD in form of Bank Guarantee and NEFT/RTGS only shall be accepted.	A/C No: 010902000970485 IFSC: IOBA0000109 A/C Name: Indian Overseas Bank Cathedral Branch
6	Bid Security/Earnest Money Deposit	The Bidder shall submit a bid security/EMD of Rs. 5.00 lacs along with Bid documents in the form of NEFT/RTGS to account details mentioned in S.No 5 or Bank Guarantee from a Scheduled Commercial Bank in India in an acceptable form. The bid security/EMD shall remain valid for a period of 45 days beyond the final bid validity period. Micro and Small Enterprises (MSEs) are exempt from submission of EMD Money. However, they need to submit as declaration as specified in this GEM tender Document.
7	Performance Bank Guarantee	Successful Bidder shall submit Unconditional & Irrevocable Bank Guarantee of 5% of the total value of contract valid for the contract period (i.e., 3 years) from the date of issue of purchase order, with continuous period without any break period, with a claim period of 12 months.
8	Contact details	The Assistant General Manager Tax Compliance and Payment Cell Balance Sheet Management Department Indian Overseas Bank Central Office, 763 Anna Salai Chennai 600002



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1.2 QUALIFICATION CRITERIA (QC):

Bidders who are participating in the tendering process should meet the eligibility criteria as given hereunder:

Sl.no	Criteria	Documents to be submitted along with Technical bid
1.	<p>The bidder must be either a registered Partnership Firm or Limited Liability Partnership (LLP) or a Private/Public Limited Company having its own establishment in India for the last 5 years as on 31.03.2023.</p> <p>For MSE and start-ups , they should be in operations since last 3 and 2 years respectively as on 31.03.2023</p>	<p>The Certificate of Incorporation issued by the Registrar of Companies / registered Partnership deed to be submitted.</p>
2.	<p>The Bidder should be OEM or Original Solution Developer (OSD) for the E-TDS Application to be used or their authorized partners or Service Provider (SP) or System Integrator (SI) of OEM/OSD in India with an authority to do customization /up-gradation during the period of contract with the Bank.</p> <p>Bidder (other than OEM /OSD) needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM within the stipulated time.</p> <p>Both OEM/OSD for E -TDS Solution their authorized partner cannot participate in the GEM TENDER. In case both OEM & his authorized partner participates, only bid of the OEM/OSD will be considered.</p>	<p>Bidder has to submit Authorization letter from the proposed (OEM/OSD) (in case the bidder is other than OEM/OSD) Annexure VIII B</p>



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3.	<p>The bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years 2020-21 and 2021-22 and 2022-23 OR The net worth of the bidder should be positive for last three financial Years –2020-21 and 2021-22 and 2022-23 and also should have not eroded by more than 30% (thirty percent) in the last three years (as on GEM TENDER date)</p> <p>For MSE/Start-ups, they should have positive Net worth as on 31.03.2023.</p>	<p>Audited Financial statements for the financial years 2020-21 and 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. Annexure ID</p>
4.	<p>The Bidder must have an average turnover of minimum Rs.4 crore during last 03 (three) financial year(s). i.e 2020-21, 2021-22 & 2022-23.</p>	<p>Audited Financial statements for the financial years 2020-21 and 2021-22 and 2022-23.</p>
5.	<p>Bidder should have experience of minimum 3 years in providing the Software Solution/services in centralized TDS filing for minimum three Schedule Commercial Bank out of which two should be public sector bank having at least 2000 branches.</p>	<p>Copy of 3-year-old Purchase Order and Satisfactory certificate issued to the bidder by any organization should be submitted with the technical bid. Copy of appointment letter/ experience certificate indicating nature of activity performed, number of branches and period of assignment should be submitted. Annexure IG</p>
6.	<p>The Bidder should not have been banned / declared ineligible for corrupt and fraudulent practices by any Regulatory body/Statutory Body and should not have any disciplinary proceedings, Debar, Suspended Civil and Criminal Proceedings pending against the applicant firm or any of the partners with ICAI/ RBI.</p>	<p>A self-declaration by the Bidder on company's letter head.</p>
7.	<p>The Bidder should not have been black listed by any Govt. Financial Institutions / Banks / Government/ Semi Government departments/PSU in India</p>	<p>A self-declaration by the Bidder on company letter head. Annexure II-C</p>



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8.	The Bidder's firm should not be owned or controlled by any present Director or employee of IOB	A self-declaration by the Bidder on company letter head.
9.	Bidder should have direct support office in Chennai. In case direct support office of the bidder is not present in Chennai then an undertaking to be provided by the bidder stating that direct support would be provided by the bidder at Chennai whenever desired by the Bank without any additional cost.	Letter of confirmation to be submitted by Bidder
10.	The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the tender including all annexures, addendum and corrigendum for the supply and installation of Solution at Banks Central Office, Regional offices, and other offices located across the Country based on the requirements, specifications, terms and conditions laid down in this gem tender.	Bidder to submit the letter as per format provided in Annexure III along with the technical bid.

1. The bidder should submit following undertaking –

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

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

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority (DPIIT). Bidder to submit the required certificate along with the technical bid.



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- If clause 1 above is not applicable to any bidder, they shall submit the following certificate in their letter head, duly signed by their competent authority along with the technical bid:

"I have read the provisions of the order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance and the specific clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

- Any bid, not accompanied with the above certificate shall be summarily rejected.

NOTE:

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



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1.3 SCOPE OF WORK:

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

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

1.4 CONTRACT PERIOD:

The contract will be valid for a period of 12 Quarters starting from 01.04.2024 and to be extended for a further period of one year at Bank's discretion on mutual consent.

1.5 BANK GUARANTEE:

1. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the successful Bidder shall furnish a bank guarantee (for delivery implementation & operationalization) as per **Annexure IX.**
2. Successful Bidder shall submit Unconditional & Irrevocable Bank Guarantee of 5% of the total value of contract valid for the contract period (i.e., 3 years) from the date of issue of purchase order, with continuous period without any break period, with a claim period of 12 months.
3. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Earnest Money Deposit. In such an event, the Bank will call for new bids.
4. The above-mentioned bank guarantees issued by any scheduled commercial bank other than Indian Overseas Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank or any other mode advised by the Bank. Along with Physical BG, Successful bidder should also advise the BG issuing Bank to generate SFMS message to IOB and details to be shared.

For the purpose of generating SFMS, account particulars are given hereunder:



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A/C No: 010902000970485

IFSC: IOBA0000109

A/C Name: Indian Overseas Bank Cathedral Branch

5. Bank reserve its right to invoke the Bank Guarantees (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
- a) Delay / non-delivery/ Delay in Implementation beyond stipulated schedule as per clause implementation schedule mentioned in bid (Annexure I).
 - b) Non-Performance or violation of the SLA/Contract terms and conditions.

1.6 BID VALIDITY:

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

1.7 CHANGE ORDERS:

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

- a. The place of delivery; and / or
- b. The Items to be supplied/ Services to be provided by the Supplier;

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.



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1.8 PAYMENT TERMS:

1. Payment term deliverables: The successful bidder shall submit the following documents to Bank before raising invoices:
 - Service Level Agreement
 - Non-Disclosure Agreement.
 - Phase specific deliverables/certificates
 - Signoffs from the business verticals.
 - Bank Guarantee
2. Payments shall be released after deducting applicable Taxes Charges. Payments are subjected to successful and satisfactory review of all deliverables and activities by the Bank.
3. The payment schedule will be as follows:

Payment to the vendor will be made after of submission of undisputed bill on quarterly basis, subject to billing as per the accepted terms of the work order and completion of the work and annual review of satisfactory performance as certified by the Bank's Authority. Payment will be made as per SLA. The payment schedule will be as follows –

Sl.No.	Particulars	Percentage of Payment Per Year
1	After successfully filing of all records in Q1 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost
2	After successfully filing of all records in Q2 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost
3	After successfully filing of all records in Q3 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost
4	After successfully filing of all records in Q4 returns and required revised returns of previous period if any.	40% of the Yearly Project Cost



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Kindly note NSDL charges incurred by vendor, if any shall be reimbursed on actual basis on production of bills

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

1.9 DELIVERY TERMS AND PENALTY TERMS:

1. DELIVERY TERMS:

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

2. PENALTY/LIQUIDATED DAMAGES:

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



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1. If successful bidder fails to complete the assignment within stipulated time schedule specified in the Scope of the Project, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the total contract value, as liquidated damages, a sum equivalent to ₹5000 for each week & part thereof of delay until completion of project/phase specific deliverables or until the cancellation of contract subject to maximum of 10% of total contract value. The Bank has right to cancel the contract in case services not effected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the Contract price or any other amount, which is due to consultant from this contract, or any other contract.
2. Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.
3. In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.
4. For delay in TDS compliances any interest and or penalty raised by Income Tax Department on the Bank on account of deviations shall be recovered 100% from the vendor from the outstanding dues payment.
5. The bank expects that the successful Vendor to adhere to the following minimum Service levels:
 - a. Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
 - b. The vendor should have 24X7 monitoring, escalation and resolution infrastructure.
 - c. Time bound problem addressing team (onsite/offsite) for the complete contract period.
 - d. Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities'/tax authorities towards compliance at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.



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e. Vendor should guarantee a minimum uptime of 95%, calculated monthly. Application (As a whole / any module of the application) availability will be 95% on 24x7x365. The penalty will be calculated as per the details given below.

- i. **Uptime percentage** - 100% less Downtime Percentage
- ii. **Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.
- iii. **Total Available Time** – 24 hrs per day for seven days a week excluding planned downtime
- iv. **Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage (A=100% - Downtime Percentage)	Penalty Details
A >= 95%	No Penalty
A <95%	₹2000 per hour

6. The Uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of maximum of 10% of total annual contract value and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 95% for three (3) consecutive months, the Bank may have the right to terminate the contract. If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment.
7. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Chennai in favour of Indian Overseas Bank for the same within 15 days from the notice period from the Bank.
8. In case any help desk support personal is not available continuously for more than 4 hours a day then the Bidder should immediately provide the Bank with an equivalent standby helpdesk support person.
9. In case of non-availability of helpdesk personal successful bidder will have to pay penalty of ₹500 per day per person and for non-availability of



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Chartered Accountant successful bidder will have to pay penalty of ₹1,000 per day per person, which will be deducted in next quarter payment.

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

1.10 ELIGIBILITY BID:

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

1.11 EVALUATION PROCESS:

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



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1. Eligibility Criteria Evaluation:

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

2. Technical Bid Evaluation:

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

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

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

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

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

3. Commercial evaluation

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



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4. Determination of Successful bidder:

Through Quality and Cost Based Selection (QCBS) Evaluation Methodology on GEM portal. Please refer Annexure VIIIA

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

1.12 PREFERENCE FOR MAKE IN INDIA ORDER 2017 (PPP-MII ORDER)

1. In the tendering process, Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued by GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Letter No. P-45021/2/2017(BE-II) dated May 29, 2019, revised on 04-06-2020, further revised on 16-09-2020.
2. Salient features of the order are given below:
 - a. 'Class-I Local supplier' means a supplier or service provider, whose products or service offered for procurement, has local content equal to or more than 50%, as defined in the above-mentioned order.
 - b. 'Class-II Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50%, as defined in this order.
 - c. 'Non-Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20%, as defined in this order.
 - d. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Certificate of local Content: Bidder and its OEMs should provide a Certificate (self certified) giving the percentage of local content, on their letter head with Registration Number with seal as per Annexure VI.



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1.11 EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall submit the EMD of Rs. 500000/- (Rupees Five lac only) by way of NEFT/RTGS or eBG/BG
2. EMD may be forfeited:
 - a. If Bidder withdraws Bid during the period of Bid Validity; or
 - b. If the successful Bidder fails to sign contract within the stipulated time period; or
 - c. If the successful Bidder fails to furnish Performance Bank Guarantee valid up to 31.03.2027 on signing of contract or
 - d. If the successful Bidder fails to deliver the relevant services within the stipulated period; or
 - e. If the successful Bidder fails to comply any of the terms of GEM TENDER or Contract.
3. The EMD of the unsuccessful Bidders will be returned as early as possible, after completion of process of selection of the Consultant. The EMD of the selected Consultant shall be refunded only after successful completion of contract/assignment.
4. No interest is payable on the amount of EMD.

PART II - GENERAL TERMS & CONDITIONS:

2.1. BIDDER'S INQUIRIES ON GEM GEM TENDER & BANK'S RESPONSE:

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



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Sl.No	Page No.	Clause No.	Description	Clarification	Banks Response

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

2.2. BIDDER'S RESPONSIBILITY VIS-A-VIS THIRD PARTY PRODUCTS /EQUIPMENTS/ SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software. The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contract or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, Bank shall invoke the Bank Guarantee for performance.

2.3. LIABILITIES OF THE BANK:

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

2.4. FURNISHING OF INFORMATION

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a



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bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. It shall be the duty of the bidder to upload the bid documents along with necessary documentary evidence on the e-tendering portal and Bank won't be accepting any additional documents during the evaluation process.

2.5. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

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

2.6. AMENDMENTS TO GEM GEM TENDER TERMS AND CONDITIONS:

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

2.7. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:

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

2.8. CONTACTING THE BANK

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

2.9. FORMATION OF CONTRACT & EXECUTION OF AGREEMENT.

Acceptance of the Purchase Order / letter of intent constitute a valid contract. Successful bidder shall enter into a formal agreement with the Bank detailing terms and conditions set out in this GEM TENDER and in Purchase order / Letter of Intent as per the



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format provided in Annexure XI. However, until an SLA is signed by both the parties, contract so constituted as detailed in this clause shall be construed as Service Level Agreement and shall be applicable.

2.10. ASSIGNMENT & SUBCONTRACTING

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

2.11. TERMINATION CLAUSE

A. TERMINATION FOR DEFAULT

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

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

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

B. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder,



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provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

C. TERMINATION FOR CONVENIENCE

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

D. TERMINATION FOR OTHER ACTIONS:

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

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

E. TERMINATION FOR VIOLATION OF INTEGRITY PACT

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

2.12. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.11 the Bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing,



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the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

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

2.13. COPY RIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.14. LIMITATION OF LIABILITY:

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

2.15. COMPLIANCE TO LABOUR ACT:

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

2.16. OTHER TERMS AND CONDITIONS

- a. The Bank shall have the right to withhold any payment due to the successful bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.



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



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



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

2.17. RESOLUTION OF DISPUTES

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

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

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

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



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Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

2.18. RIGHT TO AUDIT:

Bank has the right to audit the application or the application development process and control by the bank team or by engaging any third party entity in compliance with bank's security policy not limiting to VAPT alone. Security policy of the bank will be shared with the successful bidder.

2.19. CORRUPT AND FRAUDULENT PRACTICES:

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

- c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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



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2.20. SOLICITATION OF EMPLOYEES

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

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

2.21. EXIT CLAUSE

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

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



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

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

Names	Address	Email ID
Shri Kashinath Behera IAS (Retd)	AC-39, Khwaabgaah Co- operative Housing Society Ltd, 2nd floor, Flat No.2A, Street Nos.40&48, Action Area -1 A, New Town, Rajarhat, Kolkata – 700156	beherakn54@yahoo.co.in

2.23 AMALGAMATION

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



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PART – III-ANNEXURES

PRE-CONTRACT ANNEXURES

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

ANNEXURE I -SCOPE OF WORK

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

1. To prepare and file monthly TDS/TCS returns and correction returns for pervious and prospective financial years.
2. Supply, installation, configuration, customization, and implementation of web-based e- TDS solution in the Bank Data Centre and DR Site, including importing of Data collected from existing Core Banking Solution (CBS) , CPPC(Centralized Pension Payment Centre), HRMS(Human Resource Management Solution), Vendor Payment reports, Government Business Module (GBM), Treasury Department and other source departments/applications and also collection of data from manual excel files prepared by branches/various offices/various departments for updating the same for filing of returns. The required changes/modifications, if any, to be incorporated in the Bank's applications/Departments (including CBS) needs to be advised.



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3. The solution shall include all components and subcomponents like software licenses, accessories, and the bidder at no extra cost to the Bank should supply other components (required for commissioning of the solution as a part of GEM TENDER).
4. Security: To follow industry best practice web-based security including Bank's Information Security Guidelines. The application should have a facility or develop a facility, if it doesn't already have, for Aadhar Referencing Number by integrating with Bank's Aadhar Vault as and when this facility is implemented by the Bank. The bidder should comply to the ISSD guidelines issued from time to time to maintain IT security standards.
5. In case, the Bank migrates to higher version of CBS/other source application in future, then the software solution shall support the same for e-TDS compliance of the Bank flawlessly.
6. The bidder should facilitate remittance of TDS/TCS deducted by the Branches/offices under centralized environment, generation of Challans for payment of TDS/TCS by segregating the data based on nature of payment and payees.
7. The bidder should facilitate reconciliation of monthly TDS deductions vis-à-vis TDS deducted on expenditures/withdrawal data as per Bank's book and reconciliation of payment made and TDS deducted by various Branch offices/Central office/Departments of the Bank with that of balance outstanding in the respective TDS account in CBS to be made. The bidder should facilitate various customized MIS reports at requested intervals giving complete reconciliation of TDS related data as per the requirement of the Bank. Bidder shall also facilitate reconciliation of Tax collection Account before and after centralization in comparison with the balance sheet.
8. Preparation of Text files for filing Quarterly returns.
9. Bidder must comply and attend for the justification reports and the statutory guidelines issued by income tax authorities/RBI/CBDT/ and/or/by any statutory legal entity.
10. The Selected bidder should provide **validation report of PAN-Aadhaar/PAN/ Aadhar** of the customers/ vendors/employees/ex-employees/pensioners/etc as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation (including 20% in case of PAN not available cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency



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certificates/ UINs / Form 15G/15H and any other validations required in terms of Income tax guidelines in force should be available with suitable checks inbuilt in the system itself. Validation of extracted data as prescribed by NSDL/TRACES and generates exception/error reports (if any) for making necessary correction by the branches/offices wherever needed from the portal/utility provided by IncomeTax Department/any other regulatory or statutory authorities and also ITR filing status report for compliance of various income tax provisions, like section 206AB, 194N, 139AA, etc.

11. The bidder should facilitate to create Branch master and TDS Deductor master by importing data collected from the existing CBS.

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

13. The bidder should facilitate Interface / system for importing/ fetching the TDS return data from source system(CBS) as per the format of the source system in future when Bank system allows the same. System should also have mechanism to capture manual entry for third party payments data along with all the required validations in case the data is not routed through the automated system.

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

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

16. The bidder should facilitate validation of data as per Income Tax guidelines like payment amount vis-à-vis TDS deducted, PAN Validation (including TDS rate @ 20% in case of Non PAN cases/non-filers u/s 206AB/ **non PAN-Aadhar linking cases**), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs and any other validations required in terms of Income tax guidelines in force as amended from time to time should be available with suitable checks inbuilt in the system itself. Validate data as per latest Return



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

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

17. The bidder should facilitate Seamless filing of E-TDS returns for all specified TDS/TCS returns as per prevailing statutory Income Tax rules and guidelines currently 24Q, 26Q, 26QAA, 27Q, 27EQ, 15CC and any other return as and when prescribed by Income Tax Department within the due dates for all respective Branches/Offices/TANs of the Bank.

18. The bidder should facilitate set up of mechanism for identifying/ filing of revised/correction returns wherever applicable. Filing of correction returns to IncomeTax e-filing system as and when required by the Bank as per Income Tax guidelines. Bidder should also recommend corrections in the Bank's source application systems to minimize revised returns in future.

19. The Bidder should facilitate Centralized generation and downloading of Form 16/ 16A/ other Forms related to TDS/TCS from TRACES through Bank's intranet within the specified Income-tax department time frame. Software solution should be capable to maintain the database of all the downloaded Form 16/16A/other Forms related to TDS/TCS which can be accessed by branches / other offices subsequently.

20. The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding rates and slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame without any additional cost to the bank.

21. The Vendor's web application/utility should be available to branches/other offices through Bank's intranet only.

22. Trial run to be done for the E-TDS return filing and generation of MIS informing probable default cases along with recommended corrections in the Bank's source application systems to avoid future defaults.



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23. The bidder should facilitate to prepare and submit necessary MIS as per the Bank's requirement from time to time and facilitate generation of reports Branch wise/ Regional Office Wise/Central Office/Bank as a whole.
24. The bidder should facilitate to generate the data required for compilation of Tax audit report during the contract period. Service provider shall be responsible for assistance and handholding during audits including Tax Audit, in replying to Queries raised during such audits, Queries raised by the Income Tax Department pertaining to TDS; and Show-cause notices if any, and in ensuring general compliance till contracted terms. All the demand notices should be addressed and replied properly by the vendor.
25. Vendor to provide suitable process capable of Web integration or otherwise with the authorized portals as per the requirements of Income Tax from time to time.
26. Form No. 15G/15H should be dealt with accuracy and in time, and the quarterly return should be filed through the Income tax e-filing site.
27. Vendor must also help Bank in obtaining new TAN numbers if required.
28. The selected bidder to ensure removal of TDS/TCS defaults reflecting on TRACES portal for TANs allocated to the Bank by generation of justification reports, follow up with branches/offices for obtaining correct data, prepare and file corrections returns for all branches/offices having TANs.
29. The vendor/Service provider to present before the Balance Sheet Management Department (BSMD)/ Tax Compliance and Payment Cell (TCPC) Department or any other committees, the progress and status in the centralization of TDS returns of the Bank, any suggestions, whenever required.
30. The vendor should ensure to deploy sufficient qualified resource persons for Onsite/call center (off site) support to assist the Bank in complying with the above scope of work within the statutory timelines as per the following:
- i. Onsite support during banking hours on all working days as per bank's calendar (10.00 AM to 7.00 PM) & as and when required in case of exigencies beyond above mentioned working hours.
 - ii. Bidder support staffs should be well trained to effectively handle queries raised by the Bank's customers/employees etc and expected time of resolution of any complaint should be T+1 working days and the resolution should be reasonable. Escalation process should be in place



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for unresolved issues.

- iii. Help desk (on site) should be dedicated for obtaining/retrieving/preparation of data for filing regular and correction returns and other work as given above scope. Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc.
- iv. The following minimum resources required on daily basis:
- a) 1 Chartered Accountant (onsite) having minimum 2 years of post-qualification experience of income tax and TDS related work, who will be single point of contact for all matters as per the scope of work. Hardcopy of the opinion must be provided on a later date, if the opinion is provided by e-mail.
 - b) 3 support staffs (onsite) who are having minimum 2 years of experience of income tax and TDS related work.

Note: Proper attendance system must be in place. If any resource proceeds on leave suitable substitute needs to be provided well in advance. The above is the minimum requirement and needs to be increase in case of exigency.

The resources proposed must not be changed, unless replaced with equivalent or higher qualification and experience with due approval from Bank. In case assigned resource goes on leave, the alternate resource(s) with similar skill will be made available to the Bank.

Background check: Successful bidder must conduct proper background check of the onsite support staff should submit BGV (background check verification document) regarding compliance of Education Qualification, Certification, Experience and Police Verification from HR at the time of Onboarding of resources to the Bank. The resource to submit Company ID Card and a copy of KYC at the time of joining of the project to the Bank

31. The vendor should preferably have an office at Chennai. The vendor is not eligible for any TA/DA.

32. The vendor shall be provided with the required laptops, internet hotspot etc for the resource for processing complaints/requests.

33. The vendor has to periodically generate TDS remittance reports,



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Determination report Error report etc.

34. The vendor, within 6 months of the engagement should provide detailed user manual regarding their system for the branches/ other users.

35. The vendor's solution should have 24x7x365 uptime.

36. Application/solution should be flexible enough to comply the existing as well as future changes and requirements related to TDS compliances and complaints management.

37. Before hosting the application/ solution in the Bank's Network, UAT will be conducted and upon attending/resolving the observations, the application will be hosted.

38. The Vendor's web application/utility should be able to generate audit logs as per Bank's requirements. The vendor should support DR drill activity periodically conducted by the team of the Bank. The application should be capable of running on DR server at shortnotice.

39. Vendor to provide status and utilization of amount against unutilized challans.

40. Filing of returns and preparation of Challans should be made TAN wise and stream wise like CBS, CPPC, HRMS, Vendor Payments, TDS on cash withdrawal under section 194N and MISC etc., or based on any other application/vertical as specified by bank or Statutory Authorities.

41. Selected Bidders should provide dashboard of status, records in errors, PAN not available cases, error records with reasons, conso file status, challan utilization and other parameters required by the bank from time to time. The dashboard should be able to display the above data branch-wise, RO-wise, TAN-wise and 'Bank as a whole' based on the option requested/required.

42. Selected Bidders should facilitate to generate files/reports in relation to all information for the payment of TDS amount. TDS remittance /filing of returns should be strictly within statutory timelines. Creation of Challan Payment Mechanism, updating of PAN, PAN to PAN correction etc. for meeting functional requirements to be done.

43. The TDS/TCS and Traces data of TANs of the Bank for the previous period from 01.04.2015 to till the date of migration, to be migrated to the application without any additional cost to the bank.



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44. On assignment of project, the successful bidder will coordinate with existing vendor for data migration from existing vendor's system to new vendor system without any additional cost to the bank. The vendor should do the data migration audit and support in rectification/closing of audit observations.

45. The selected bidder will handle complaints of Customers / Branches / Regional offices / various Central Office departments. There should be proper Complaints Management platform for Branches / Other Offices for tracking Complaints and resolution thereof with present Status details/logs, so that Branches / Other Office can share details to Customers, vendors, etc. They must provide logical resolution to the complaints raised /escalated by the branches / offices /other stakeholders through various platforms viz. Service Desk, emails, letters etc within accepted time limit.

Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 3 working days and to resolve the same within 15 working days.

46. This is an end-to-end project and all the items required for keeping the project operational should be considered by the bidder, even if the same is not explicitly mentioned in this GEM TENDER document. The solution must handle any number of Branches. The bidder has to support any increases in branches count and deploy additional resources if required.

47. Bidder will have to review the existing TDS process on Quarterly/Periodic basis and any suggestion for modification should report to the Bank.

48. Application/solution should be flexible enough to comply the existing as well as future changes and requirements related to TDS compliances and complaints management without any additional cost to the Bank. Before hosting the application/solution in the Bank's network proper UAT will be conducted and upon attending the observations the application will be hosted.

49. The selected bidder should update their system as and when required for changes/amendments in existing law/guidelines or insertion of new section by Income Tax Department for TDS related compliance without any additional cost to the bank.

50. Bidder should provide Annual Technical Support (ATS) for the entire period of contract. Bidder should factor the ATS cost in the cost of application itself.



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51. The Bidder to follow industry best practice Web based security including Bank's Information Security Guidelines. Bidder will ensure compliance/audit requirement of our information security department as and when required.
52. The bidder should share API or any other technical assistance for sharing of Database of all the downloaded Form no. 16/16A/other Forms related to TDS/TCS to our Internet Banking team, mobile banking team and team who is handling Bank's website for providing the same to customer.
53. The bidder should impart the training to the Bank staff for monitoring the application/solution, downloading Form 16/16A/other Forms, etc. The bidder shall provide training videos for circulation among various branch/office functionaries to familiarize them with end-to-end TDS solution and effective utilization of the solution.
54. The bidder should identify the cases of non-deduction/short-deduction of TDS/TCS data received from various sources like CBS, HRMS, Government Accounts, Treasury, Pension Divisions, etc. and collaborate with them to enable filing of such records. The service provider should ensure that there should not be any case of non-deduction/short deduction of TDS/TCS from various payments made by the Bank.
55. The bidder should assist the branches/offices of the Bank by providing necessary data for replying to notices/orders issued u/s 201(1)/(1A) of the Income Tax Act 1961.
56. Assistance and handholding during Quarterly Reviews/Inspections , audits including Tax Audit, IS Audit, in replying to:
 - Queries raised during such audits;
 - Queries raised by the Income Tax Department pertaining to TDS; and
 - Show-cause notices if any, and in ensuring general compliance.
57. The period of the service contract is to be for a period of 3 years (12 Quarters) extendable after completion of 3 years (12 Quarters) on satisfactory performance as decided by Bank on mutually agreed terms and costs, if the Bank so desires.
58. The Successful bidder should neither impede nor interfere with the ability of the Bank to effectively oversee and manage its activities. Further, the Successful bidder should not impede the RBI in carrying out its supervisory functions and objectives.



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59. The Successful bidder should have information/ cyber security risk assessment
60. The Successful bidder should give effective access by the Bank to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, subject to appropriate security protocols, for the purpose of effective oversight by the Bank/ auditors, regulators and other relevant Competent Authorities, as authorised under law.
61. The Successful bidder should give effective access to material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to Bank to enable Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines
62. The Successful bidder should have compliance with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.
63. The Successful bidder should ensure storage of data is only in India and successful bidder to provide details of data (related to Bank and its customers) captured, processed and stored.
64. The Successful bidder responsible for the confidentiality and integrity of data and information pertaining to the customers that is available and is not allowed to share any types of data/ information with Bank's customer and / or any other party.
65. The Successful bidder should allow Bank/RBI to conduct audit of the bidder (including its sub-contractors), whether by its internal or external auditors, or by agents appointed to act on its behalf, and to obtain copies of any audit or review reports and findings made about the Successful bidder in conjunction with the services performed under this GEM TENDER. The audits shall assess the performance of the successful bidder, adequacy of the risk management practices adopted, compliance with laws and regulations, etc. The frequency of the audit shall be determined based on the nature and extent of risk and impact to the Bank from the outsourcing arrangements.
66. The Successful bidder should share information of about the third parties (in the supply chain) engaged by the Successful bidder.



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

Date : 06.01.2024

67. The successful bidder shall be contractually liable for the performance and risk management practices of its subcontractors.
68. The successful bidder shall comply with directions issued by the RBI in relation to the GEM TENDER.
69. The successful bidder shall take prior approval/ consent of the Bank for use of sub-contractors.
70. The successful bidder should co-operate with the relevant authorities in case of insolvency/ resolution of the bank.
71. The successful bidder should have a provision to consider skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).
72. The successful bidder should ensure access to data at Bank's location / data centre shall be on need-to-know basis, with appropriate controls to prevent security breaches and/or data misuse.
73. The Successful bidder to ensure the preservation and protection of the security and confidentiality of customer information in the custody or possession. Access to customer information by staff of the bidder shall be on need-to-know basis.
74. If the successful bidder is an outsourcing agent for multiple Banks/FIs, care shall be taken to build adequate safeguards so that there is no combining of information, documents, records and assets.
75. The successful bidder shall ensure that cyber incidents are reported to the Bank without undue delay, so that the incident is reported by the Bank to the RBI within 6 hours of detection by the TPSP (Third Party Service Provider). The bidder should regularly review and monitor the control processes and security practices and ensure no security breaches.
76. The successful bidder shall develop and establish a robust framework for documenting, maintaining and testing Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) commensurate with the nature and scope of the work proposed in GEM TENDER as per extant instructions issued by RBI from time to time on BCP/ DR requirements.



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

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77. The successful bidder may also submit globally recognised third-party certifications which assess the performance of the bidder, adequacy of the risk management practices adopted by the service provider, compliance with laws and regulations, etc.
78. After completion of the contract period or on termination of the contract, the vendor should extend full support for migration & data transfer from all the existing TDS application software/database etc. to the TDS application software or other software of the new Vendor procured by the Bank at that point in time. Post migration and data transfer safe, removal/ destruction of data, hardware and all records (digital and physical) should be done.
79. Time being an essential feature of the contract, the selected vendor is expected to implement and install the application software in 3 weeks from the date of purchase order and shall ensure remittance & filing of TDS returns and issuance of Form 16/16A. However, the implementation of all functionalities of the end-to-end TDS Management solution as specified in the scope of the project shall be completed within 3 months from the date of purchase order. The implementation status & performance will be reviewed after the period of 3 months by the the Bank.
80. Successful Bidder (SB) should comply with Bank's Information Security Policy, API policy, data retention policy and Bank's RTO/RPO requirement.
81. SB to ensure to follow best in class industry proven security controls during design, development, implementation, maintenance stages, that prevent the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems. SB must adhere to compliance standards such as OWASP, SANS, ISO/IEC 27000 family security standards, NIST standards, CERT-In security requirements, MeitY requirements, regulatory and statutory compliance's requirements.
82. Solution should follow secure SDLC process not limited to:
 - a) S-SDLC (Secure System Development Lifecycle)
 - b) Risk Assessment
 - c) Threat Modelling
 - d) Secure Static Analysis
 - e) Dynamic Application Security Testing
 - f) Secure Testing and Code review



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

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83. SB must ensure and incorporate all necessary security and control features within the application, API, Integrations, OS, Platform, Interface. Server, database, network, logs etc. wherever applicable.
84. Secure use of Open Source :
- a) The Implementation of open-source technologies should be taken up in compliance with Information Security (IS) policy of the Bank
 - b) The bidder to provide full support in implementation and maintenance for the open-source technologies in terms of upgradation, patching etc.
 - c) The bidder should provide the list of all open-source libraries being used in the platform. None of these should consist of any malicious code/script. All such libraries/code should undergo SAST (Static Application Security Testing).
 - d) Developer shall disclose all binary executables (i.e., compiled or byte code; source code is not required) of the software, including all libraries or components.
 - e) Developer shall disclose the origin of all software and hardware components used in the product including any open source or 3rd party licensed components.
85. SB should conduct VA (Vulnerability Assessment) at least on a half-yearly basis; PT(Penetration Testing) shall be conducted at least on a yearly basis. In addition, VA/PT shall be conducted as and when any new IT Infrastructure or when any major change is performed in application or infrastructure. SB should entrust code audit/VA/PT through CERT-IN empanelled Auditors and they have to submit the report after attending all the observations.
86. SB to provide integrity certificate stating that the application is free of known vulnerabilities, malwares, and any covert channels in the code.
87. SB to ensure that the Product/ version/module(s) functions is developed only in a manner that it is intended to do, or is developed as per the best secure design/ coding practices and standards, addressing known flaws/threats due to insecure coding; and Penal provisions shall be included by the Bank into third-party contractual arrangements for any non-compliance by the application provider.
88. Bidder should have 24x7 incident response service that works to mitigate the effects of attacks and malicious activity in time.



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

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89. Bidder should follow all the process defined by Bank like Incident, Change, Release and Patch Management.
90. Bank reserves the right to perform Penetration Test of the application as well as all its related integrations. If the Bank's exercises this right, the bidder shall allow Bank's designated person to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, this includes the general support system infrastructure.
91. SB shall without any additional cost, rectify/ fix the security vulnerabilities if any found by security auditors nominated by the Bank from time to time.
92. The Bank may assign the security audit of the application to its own officers or to an agency to ensure the adequacy of protective measures applied. The application vendor must provide access to all data and programs which relate to the application to such assigned persons. Temporary log-in facilities have to be provided to the audit teams so that the team can check the security features of the system.
93. Bank reserves the right to perform Penetration Test. If the Bank's exercises this right, the bidder shall allow Bank's designated person to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, this includes the general support system infrastructure.
94. SB to resolve security vulnerabilities/bugs/incidents as per the agreed SLAs with the bank.
95. Data at Rest and Data at Transit- SB shall ensure encryption and masking features wherever necessary as per Bank's requirement.
96. SB to offer flexibility and a channel/cloud/platform agnostic interface with the ability to adapt for cloud-native readiness or an on-prem implementation based on Bank's suitability.
97. SB shall ensure to filter all spoofing / phishing / spamming / overflow attacks to ensure availability and integrity on continuous basis.



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

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98. SB shall shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank/Regulator/CERT-In empanelled delegated by the SB or Bank, without any additional cost to the Bank. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the SB has to replace the solution(s) with solution(s) meeting all the specifications of the GEM TENDER at no extra cost to the Bank.
99. The Bank will have the right to audit the bidder's people, processes, technology etc. as part of Vendor security risk assessment process and the corresponding solution should also be compliant to Indian Information Technology Act, 2000 (along-with amendments as per Information Technology (Amendment) Act, 2008) and any applicable data privacy & protection Act.
100. SB to ensure that the solution must have the capability to integrate with solution like IT Asset Management, IT Service Management, Security Operations Centre (SOC), Identity Management, Directory Services, Fraud Risk Monitoring and other standard monitoring tools, CMS, Syslogs, etc. deployed in the Bank's environment.
101. BCP - DR: SB should implement a corresponding DR setup for restoration of the system in the event of a disaster or major incident. The Disaster Recovery (DR) setup should be tested prior to the go-live to verify DR readiness. Ensure the promotion of the build to production environment is done in a secure manner and the production environment is ready for the system go-live.
102. SB to ensure capturing of logs/audit trails throughout the application and its integrations wherever applicable and the same should be capable of being used for forensic Evidence.
103. SB to have provision to ensure that the system should have chat transcripts/call recordings stored in backend in a secure manner along with chat screen recordings.
104. Hardware Sizing and Integration requirement
- A.** The proposed solution shall be hosted on Bank's on premise infrastructure. However, solution should have capability to migrate to any other platform as per the Bank's requirement.
 - B.** Bank shall provide Hardware, Operating System and Oracle/Microsoft SQL Server Database. However, the selected bidder has to complete Installation,



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Configuration, Customization, Up-gradation, Maintenance and Support of all the software / tools required in the proposed Platform.

C. The Bidder should provide proposed solution architecture and any other hardware requirement.

D. The successful bidder must design the Platform with high availability & secure infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

E. Also, supply of any 3rd party software/applications required for installation / functioning of the platform deployed by the bidder should also be provided by the bidder

F. The bidder should propose the comprehensive Platform to meet the requirements in the GEM tender. The bidder must provide details of all proposed hardware/software component as per Annexure VIII C.

G. The bidder should submit the details of the required infrastructure from the Bank for implementation of software.

H. The Bidder should host the solution at Bank's advised premises in High Availability mode, along with DR and a minimum uptime time of 95% per quarter.

I. The application and database should be sized for Active-Passive cluster at DC and Active- Passive cluster at DRC so that the solution and infrastructure can fall back on each other DC-DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

J. The Bidder has to customize, implement and rollout the interfaces necessary for the functioning of the solution. The Bidder is required to study the existing / legacy interface and making necessary changes to upgrade interfaces between the proposed Solution with the applications and systems.

- i. Core Banking Solution- Finacle,
- ii. GST Data,
- iii. Manual Data (excel, csv, txt format)
- iv. HR-Data,
- v. Legacy data /Systems
- vi. Any other source not specified above

It is the expectation of the Bank that the integration/interface architecture is based around industry best practices.

105. Interface and Integration requirements

- A. The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems /legacy systems of the Bank and for all other functionalities as mentioned in this GEM TENDER.



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- B. The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.
 - C. The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
 - D. The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
 - E. Incorporate changes in the system arising on impact of amendments to regulator/bank's policy at no additional cost and well within timeline stipulated by the regulator.
 - F. Provide complete documentation including logic used, empirical study done, methodology etc. as per regulatory and audit requirements.
 - G. Configure and parameterize the system for bank's legal entities, products, lines of businesses, processes, risk entities and any other dimension as applicable. Any customization, if a part of the requirements, especially when it concerns regulatory/ statutory compliance, is to bidder's responsibility and required to be done at no additional cost to the bank.
 - H. The Bank reserves the right to prioritize the interface building within the overall timelines of the Project. Any suggestions from the Bank will have to be included by the Bidder
106. Escrow arrangements :
- a) SB to ensure an escrow agreement approved by the Bank to provide escrow mechanism for the deposit of the source code for the solution supplied/procured by the SB to the Bank in order to protect the Bank's interests in an eventual situation. This shall include product updates and programme fixes are also included in the escrow agreement.
 - b) All costs for the Escrow will be borne by the SB.
107. Bidder should ensure protection of all Bank's data, equipment, etc., by
- a) Treating the information as sensitive.
 - b) The bidder shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with industry standards.
 - c) When no longer required, this information, data, and/or equipment shall be returned to Bank's control, destroyed, or held until otherwise directed by the Bank.



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- d) The bidder shall ensure that unneeded items are destroyed by burning, shredding, or any other method that precludes the reconstruction of the material with consent of bank.

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

General Provisions in the Scope

1. The selected bidder should provide required software and licenses, including implementation / execution of the same within the stipulated time period.
2. The Bidder should take care of all aspects of installation on existing set-up, de- installation, configuration, re-configuration, enhancements, updates, version upgrades, migration, problem analysis, on-site, as well as off-site support, etc. to ensure smooth operations during and post implementation on perpetual basis.
3. Bidder will have to ensure the troubleshooting in all forms like technical, administrative, consultancy and deductor/deductee related issues, etc.
4. Bidder should provide Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.
5. Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and/or its representatives, employees leading to breach of any of the provisions of law faced, suffered, or incurred by the Bank.
6. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or things done or omitted to be done or undertaking made or deficiency in service by Bidder, its employees, officers, agents, Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Bidder and /or make deductions from the amount payable by the Bank to Bidder.



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7. Neither the contract which will be entered by the Bank with the Bidder nor any action taken by the Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Bidder and the Bank hereunder is on Principal-to-Principal basis. Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.
8. That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to:
- i) all books, records, information of the Bidder;
 - ii) any documents, records of transactions and other necessary information processed/ stored by, given to the Bidder; and
 - iii) any document/information given by the Bank to the Bidder and / or relevant to the outsourced activities available with the Bidder pertaining to the services provided under this Agreement by the Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.
9. All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.
10. There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and time stamp.

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

- i) Attempted unauthorized logins
- ii) Time of login and logout
- iii) Change of passwords



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

The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Bidder or any documents/ records of transactions and other necessary information given/stored or processed provided by the Bank, to Bidder and in turn provided by Bidder to another agency, in order to render the required Services to the Bank.

- 11. Disaster Recovery – In case of wrong deletion/upload of data / records, system should be capable of recovery of data with minimum response time
- 12. Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Bidder in writing by the Bank, provided to Bidder by the Bank, in order to render the required Service to the Bank.
- 13. That due diligence/KYC/physical verification of employees of the firm/company will be done and proper record of the same will be maintained.
- 14. That adequate steps will be taken to build strong safeguards to avoid the co-mingling of information/documents/records and assets of the Bank with other organizations for whom Bidder undertakes similar services.
- 15. That the Bidder should 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.
- 16. The Bidder should conform to the laws, rules and regulations as stipulated by the Central/State Government/Reserve Bank of India/ and/or any regulatory



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authority in regard to employment of agents/associates/employees, etc. including the Minimum Wages Act.

17. The Bank shall have the right to cancel the GEM TENDER process at any time prior to award of Contract, without thereby incurring any liabilities to the Bidder(s). Reasons for cancellation, as determined by the Bank, in its sole discretion, may include but are not limited to, the following:

- a. Services contemplated are no longer required;
- b. Scope of work was not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
- c. Proposed fees are unacceptable to the Work;
- d. The Project is not in the best interest of the Bank;
- e. Any other reason.

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

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



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ANNEXURE IA - LETTER OF PROPOSAL

(On Applicant's letter head)

**To,
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

Dear Sir,

GeM Tender Reference No ;

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

Dear Sir,

1. With reference to your GEM tender Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for Appointment as Consultant for providing End to End Solution and Services for Filing of TDS (Tax Deducted at Source) Returns for FY 2021-22 to FY 2023-24. The proposal is unconditional and unqualified.
2. We agree to keep this offer valid for 180 (one hundred eighty) days from the last Date of submitting the proposal specified in the GEM TENDER.
3. We agree to undertake the project, if allotted by you, as per the scope of assignment and in accordance with the time frames specified in GEM TENDER as well as on the payment terms mentioned therein.
4. We agree and undertake to abide by all the terms and conditions of the GEM TENDER Document. We submit this Proposal under and in accordance with the terms of the GEM TENDER Document.
5. We confirm that the information submitted by us in our bid / proposal is true and correct.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Date:

Place:



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

GeM Tender Reference No ;

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

(Signature, name and designation of the authorised signatory)



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

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

(Signature, name and designation of the authorised signatory)

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

GeM Tender Reference No ;



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ANNEXURE ID - DETAILS OF BIDDER

GeM Tender Reference No ;

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

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

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

(Signature, name and designation of the authorised signatory)

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



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ANNEXURE IE - DETAILS OF PARTNERS/DIRECTORS OF THE BIDDER

GeM Tender Reference No ;

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

(Signature, name and designation of the authorised signatory)



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ANNEXURE IF - TEAM MEMBER PROFILE

GeM Tender Reference No ;

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

1. Name of the Person :
2. Office Address :
3. E-mail ID :
4. Phone Number Office :
Mobile :
5. Date Since Working in the Firm :
6. Professional Qualifications :
7. Present Designation :
8. Experience :
9. Membership Number ICAI :

(In separate sheets for each of the Team Members)



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

To be provided on letter head of the issuing company

The Assistant General Manager
Tax Compliance and Payment Cell
Indian Overseas Bank
Central Office – Balance Sheet Management Department
763, Anna Salai Chennai - 600001

GeM Tender Reference No ;

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

Sir,

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

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

The period of above contract is from to

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

Date:

Place:

Signature of Authorized Signatory

Name of Authorized Signatory

Designation:

Email ID:

Mobile No:

Telephone No.:



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

Date : 06.01.2024

Seal of Company:

**PERFORMANCE CERTIFICATE FOR TDS CORRECTION SERVICES PROVIDED
To be provided on letter head of the issuing company**

The Assistant General Manager
Tax Compliance and Payment Cell
Indian Overseas Bank
Central Office – Balance Sheet Management Department
763, Anna Salai Chennai - 600001

GeM Tender Reference No ;
Reg.: GEM TENDER FOR APPOINTMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FOR FY 2024-25 TO FY 2026-27

Sir,

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

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

Date:

Place:

Signature of Authorized Signatory

Name of Authorized Signatory Designation:

Email ID: Mobile No: Telephone No.:

Seal of Company:



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

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

GeM Tender Reference No ;

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

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

Bidder Name:

Registered Address of the Bidder:

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

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

Registered Address of the Bidder's Parent Company:

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

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

Date:

Place:

Signature of Authorized Signatory Name of Signatory:

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

Seal of Company:



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

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ANNEXURE I I - TECHNICAL SPECIFICATION

GeM Tender Reference No ;

SN	Required Functionalities / Features	BIDDERS'S RESPONSE (YES/NO)	BIDDER'S REMARKS (IF ANY)
1.	Functioning of Software / Hardware / Network etc.		
2.	Licensing details of Software Solution /Service/Product		
3.	The Software Solution should be convenient to use. It should have web based graphic interface & ability to provide for access by users through web browser.		
4.	All vulnerabilities, installation of patches, security and database incidents etc., should be attended within the time frame as per bank's policy.		
5	Space management of Server, database etc.		
6	Availability of application round the Clock.		
7	DR activity as per schedule as and when decided by the bank		
8	Maintaining logs, database backup, backup of application on daily basis and to be stored on backup server as per Bank's guidelines and Statutory requirements.		
9	Onsite support during banking hours on all working days & as and when required in case of exigencies beyond abovementioned working days/hours.		
10	Trouble shooting of application related Issues.		
11	Implementation of IT security policy as per bank's extant instructions.		
12	Compliance of Security Audit		
13	Must be window based and should be accessible through window 10 and above		



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

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14	Installation of SSL certificates/ replacement of expired SSL certificates with new Certificates & Use/ replacement		
15	The application should be robust enough to handle 12000 concurrent hits which may be expandable to 15000.		
16	The solution should be flexible, modular and expandable to accommodate further upgradation		
17	Vendor should use only licensed version of the software and no pirated software be used.		
18	Certification of the solution provider viz Information Security, Business Continuity, Data Privacy, Quality Management, etc.		
19	Any other technical related work as and when decided by the Bank.		

Functional Requirements

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



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

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



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

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	(FVU) within the stipulated time frame with no additional cost. Vendor to provide suitable process capable of Web integration or otherwise with the authorized portals as per the requirements of Income Tax from time to time.		
11	The centralized TDS application/utility should be available to branches/Zonal office/Regional Office/other offices through Bank's intranet only.		
12	TDS Solution/Application should facilitate to prepare and submit necessary MIS as per the Banks requirement from time to time and facilitate generation of reports Branch wise/ Zone wise/Regional Office wise at no additional cost to the Bank during the contract period.		
13	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.		

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

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

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

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

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

Authorised Signatory:

Name and Designation:

Office Seal with date



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

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ANNEXURE II - PARAMETERS FOR TECHNICAL EVALUATION OF TECHNICAL BID

S.No	Parameter	Basis of evaluation	Marking System		
			Criteria	Max Marks	
1	No. of Fully completed years of establishment as on date of bid submission of GEM TENDER	Certificate of Incorporation	1 Mark for each fully completed year of experience.	10	
2	No of years of experience handling TDS related work of Banks/Branches.	Certificate from Banks/FI as per ANNEXURE IG	Branch Strength	Marks Per Bank	10
			Bank with branch strength 2000 branches & above	5 Marks	
			Bank with branch strength below 2000 branches	2 Marks	
3	Experience in End To End Solution And Services For Filing Of Tds (Tax Deducted At Source) Returns	Client Credential Letter/ Completion Certificate stating the status of implementation.	Years of Experience	Marks per bank	20
			2 to 3 yrs	5 Marks	
			4 to 5 yrs	7 Marks	
			More than 5 Yrs	10 Marks	
4	Adequacy of manpower to take care of Bank's requirements for successful TDS compliance		2 Marks for each Professional staff maximum of 10 marks	10	
			"Professional Staff" means full-time staff with minimum qualification of Chartered Accountant/Cost Accountant/CPA/B.TECH (Computer Science/IT) / MCA or Cost Accountant / on the payroll of the bidder firm		



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

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



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

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ANNEXURE II-B-BIDDER QUALIFICATION CRITERIA

**The Assistant General Manager,
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

DATE:

Dear Sir,

GeM Tender Reference No ;

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

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

**Authorised Signatory:
Name and Designation:
Office Seal with date**



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

Date : 06.01.2024

ANNEXURE II-C-SELF DECLARATION – BLACKLISTING

**The Assistant General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

Dear Sir,

GeM Tender Reference No ;

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

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

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



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

Date : 06.01.2024

ANNEXURE III-LETTER OF UNDERTAKING

**The Assistant General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

Dear Sir,

GeM Tender Reference No ;

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

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

Dated at _____ this _____ day of _____ 2023.

Yours faithfully,

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Enclosed: Power of attorney/Letter of authorization



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

Date : 06.01.2024

ANNEXURE IV -BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

.....

.....

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract)_____ (hereinafter called "the Tender") in favour of _____hereinafter called the "Employer"; KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____ (hereinafter called "the Bank"(*) are bound unto the employer for the sum of Rs_____ (Rupees_____only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

(a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

(b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;

(i) fails or refuses to execute the Agreement, if required; or

(ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the above mentioned two conditions, specifying the occurred condition or conditions.

Notwithstanding anything to the contrary contained herein:

i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and



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

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- ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri_____

its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



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

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ANNEXURE V-PRE-CONTRACT INTEGRITY PACT

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

TENDER NO: Gem tender no:

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2023, between, on one hand, Indian Overseas Bank acting through Shri P BALAGANGADHAR RAO, Chief Manager of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s

_____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____

_____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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



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

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

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

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

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

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

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

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

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

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

Article 1: Commitments of the BUYER

- 1.1 The BUYER undertakes that no employee of the buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.



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

Article 2: Commitments of BIDDERS

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

- 2.1 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.2 The BIDDER will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-



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

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



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

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

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

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

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



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

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

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

Article 4: Previous Transgression

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



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

Article 5: Criminal Liability

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

Article 6: Compensation for Damages

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

Article 7: Sanction for Violations

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



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

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

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

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

Article 8: Independent External Monitor



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

Shri Kashinath Behera IAS (Retd)
AC-39, Khwaabgaah Co-operative Housing Society Ltd,
2nd floor, Flat No.2A, Street Nos.40&48,
Action Area -1 A, New Town,
Rajarhat, Kolkata - 700156
Email : beherakn54@yahoo.co.in

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.



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

Article 9: Dispute Resolution:

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



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Article 10: Law and Place of Jurisdiction

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

Article 11: Other Legal Actions

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

Article 12: Validity

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

Article 13: Code of Conduct

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

Article 14: Legal and Prior Rights

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



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Article 15: Other Provisions

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

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

The parties hereby sign this Integrity pact at Chennai on

BUYER
Name of the Officer
Designation
Indian Overseas Bank
Witness
1.
2.

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1.
2.



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

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ANNEXURE VI- CERTIFICATION FOR LOCAL CONTENT
(CERTIFICATE TO BE SUBMITTED BY BIDDER AND OEM/OSD)

To
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.

Dear Sir,

GeM Tender Reference No ;

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

Bidder Name:

1. This is to certify that proposed <Bill of material and Scope of Work > by _____(Company name) is having the local content of _____% as defined in the above mentioned tender and amendment thereto.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 29, 2019, further revised on 4th June 2020 and further revised on September 2020 and subsequent amendments.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder



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

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ANNEXURE VII- LAND BORDER SHARING CERTIFICATE

**To
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

Dear Sir,

GeM Tender Reference No ;

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

Bidder Name:

"I have read the provisions of the order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance and the specific clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature of Competent authority

Date:



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

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ANNEXURE VIII-FORMAT FOR COMMERCIAL BID FORMAT
(NOT TO BE UPLOADED ALONG WITH TECHNICAL BID)

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

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

GeM Tender Reference No ;

Description	Total Number of Branches	Price (per Branch/Office)	GST @ 18%	Total Price per branch/Office	Total Cost
(I)	(II)	(III)	(IV)	(V) = (III) + (IV)	(VI) = (II) * (V)
Yearly Fees for 1st year	3270# No of Branches as on 31.03.2023 = 3220 + Regional Office – 49, Central Office – 1				
Yearly Fees for 2nd Year					
Yearly Fees for 3rd Year					
Total Cost of Ownership (TCO) of the proposed solution for the contract period inclusive of GST					

tentative +/- 10%

Notes:

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



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

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

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

**Authorised Signatory:
Name and Designation:**



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

Date : 06.01.2024

ANNEXURE VIII A - PARAMETER FOR SELECTION OF CONSULTANT

Sr.No.	Parameters	Maximum Marks (Weightage)
1.	Technical Parameter	70
2.	Financial Bid	30

For example:

Three consultants namely A, B and C participated in the bid process and their technical score are as under:

A=60, B=70 C= 80

After converting them into percentile, we get

A= $(60/80)*100 = 75.00$

B= $(70/80)*100= 87.50$

C= $(80/80)*100=100.00$

The quoted prices for consultants are as under:

A = Rs.8000/-, B = Rs.9000/-, C = Rs10000/-

The final cost (lower cost quoted in price bid, in this case it Rs.8000/-) quoted by the bidders converted into percentile score shall be as under:

A = $(8000/8000)*100 = 100.00$

B = $(8000/9000)*100 = 89.00$

C = $(8000/10000)*100 = 80.00$

As the Weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under:

A = $(75*0.7) + (100*0.3) = 52.50+30.00=82.50$

B = $(87.50*0.7) + (89*0.3) = 61.25+26.70=87.95$

C = $(100*0.7) + (80*0.3) = 70+24=94.00$

Hence, the offer of 'C' (being highest score) would be considered as (H1) Bidder and will be called for the negotiation before awarding the contract. The Bank Reserves the right to reject even H1 Bid without assigning any reason whatsoever.

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



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ANNEXURE VIII B MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)
(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

To
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.

Sir,

GeM Tender Reference No:

Reg.: GEM TENDER FOR **APPOINTMENT OF TDS CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FOR FY 2024-25 TO FY 2026-27**

We hereby submit the following:-

1. We, M/s..... are the OEM of..... (Name of the product/ solution/ hardware/ software/ operating system/ load balancer/ HSM), being offered to Indian Overseas Bank through M/s....., who is our authorized partner/representative in India for supply of this product/solution/hardware.
2. We, M/s..... have the intellectual property rights for the offered application and we undertake to enter into source code ESCROW agreement with the Bank for the offered application.
3. We agree to provide services as per the scope of work and technical specifications of this GEM TENDER through our partner M/s.



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

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4. In case the bidder i.e. M/s..... is not able to perform obligations as per GEM TENDER during the contract period (like if bidder ceases to exist from the ICT industry, stops services or support to the Bank, terminates contract due to any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of GEM TENDER, either directly or through mutually agreed third party/any other authorized partner of ours.

Date :

Place :

Signature of Authorized Signatory Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



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

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ANNEXURE-VIIIIC- INFRASTRUCTURE REQUIREMENT FOR THE SOLUTION

a) Instance or Server details:

Bidder must submit the required details for each layer in solution/platform covering all layers but not limited to WEB, APP, DB in the following format:

Application name	Application instance / Module name	Environment	Application tier	Physical Server / Virtual instance	H/w Platform (x86 or other please specify)	Cluster Type (Active-Active/ Active Passive)	No. of Physical cores	No. of Virtual Cores	Memory in (GB)	Operating system with version	Database with version	Database type (Server based / User based / Core based, etc.)	Runtime Components (Example - .NET Framework, Oracle's JRE/Java, OpenJDK etc)	Third party's libraries/software/API/SDK	MiddleWare Components (Example-JBOSS EAP,TOMCAT, WEBLOGIC,WEBSHERE etc)	Usable Storage capacity (GB)	IOps preferred	Load balancer type (Application based / Appliance based /NA)

b) Link Requirement:

Link reference	From	To	Primary / Secondary link	Purpose	Type of link	Bandwidth (in Mbps)
Link1						
Link2						
Link3						
(Application OEM to add)						



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Note: Considering the integration that may be required with on premise deployment (existing applications)

c) Any Other

Any other information that could not be captured in "Infra details" or "Bandwidth requirement" to be included in this table

SL.No.	Description	Purpose	Qty

We confirm that the sizing quoted shall be valid for the entire contract period such that at any point utilisation of server infrastructure shall be within the 70% threshold limit. We agree to all the terms and conditions mentioned in this tender document.

Authorized Signatory
Place:

Name and Designation

Office Seal
Date:



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

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ANNEXURE – VIID DECLARATION FOR MSE BENEFITS

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

To,
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.

Dear Sirs,
GeM Tender Reference No ;

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

Ref: Your GEM TENDER No.

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

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

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

For
Office Seal (Authorised Signatory)

Place: Name:

Date: Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:



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

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POST-CONTRACT ANNEXURES

ANNEXURE IX- PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Twenty-One

BY:

_____ Bank, (*) **a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970**, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Indian Overseas Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at 763, Anna Salai, Chennai 600 002 (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** the Bank, on _____ has concluded a Contract as per Purchase Order ref:.....with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for Supply, implementation and maintenance of CIMS application at its Branches / Regional Offices and other offices located across the country and to carry out activities as stipulated in clause of the tender (hereinafter collectively called ".....").
2. **AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as "the said documents"), the Bank has agreed to purchase from M/s.....who has agreed to provide to the Bankthe said, more particularly described in the said documents, subject to payment of the price as stated in the



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said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.

3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on (Hereinafter referred to as "the Vendor" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.
4. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to warrant comprehensive maintenance of the entire..... including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the **vendor** of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, an amount of Rs as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty, AMC and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the **Vendor**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.



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1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
2. The Bank shall be the sole judge to decide whether the **Vendor** has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty, AMC and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or
 - ii) any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or
 - iii) acquisition or nationalisation of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or
 - iv) any change in the constitution of the Bank / **Vendor**; or
 - v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.



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7. Notwithstanding anything to the contrary contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"

8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the **courts of Chennai city** where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri _____,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



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ANNEXURE X-FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Chennai on this the.... day of.....2023 between **Indian Overseas Bank**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at No.763, Anna Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 with its registered office at and its local office at hereinafter called the "**COMPANY**" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity intend to implementsolution at its Organization.

The Bank has short-listed the Company after completion of tendering process for procurement of "....." in its office. The details of such activities are as per Purchase Order ref:.....issued by the Bank, duly accepted by the Company.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records **of Bank or Bank's customer**. The Company may use the information solely for and in connection with the purpose the information was conveyed.



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2. Use of Confidential Information.

- i. Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- ii. The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.
- iii. The Company shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- ii. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- iii. Is or becomes publicly known through no unauthorized act of the receiving party
- iv. Is rightfully received from a third party without restriction and without breach of this agreement
- v. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- vi. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vii. Is approved for release by written authorization of the disclosing party; or
- viii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential



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information and / or documents so disclosed be used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the Company, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. Return of confidential information:

Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.



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7. Remedies:

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

8. Entire Agreement:

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Indemnity:

The Company agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.



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11. Dispute Resolution Mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof the parties hereto have set their hands through their authorized signatories

BANK
(Authorized Signatory)

COMPANY
(Authorized Signatory)



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ANNEXURE XI- CONTRACT AGREEMENT FOR APPOINTMENT OF TDS CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR FILING OF TDS (TAX DEDUCTED AT SOURCE) RETURNS FOR FY 2024-25 TO FY 2026-27

This Agreement is executed at Chennai on between Indian Overseas Bank, a body corporate constituted under the provisions of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Central Office, 763 Anna Salai, Chennai – 600 002, hereinafter referred to as "Bank" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST Part.

AND

....., **(Name of the company)** a Public/ Private (strike out whichever is not applicable) limited company incorporated under the Companies Act, 1956 and having its registered office at hereinafter referred to as "**Vendor**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND Part.

This agreement should be read along with the GeM GEM TENDER NO and its amendments.

WHEREAS:

the Bank desires to engage the services of Vendor as Service provider for as stated in the scope (Details as given in the Schedule A) of Gem tender_____ and issued a Purchase Order (PO) No. ITD/..... dated This Agreement is valid as per the terms mentioned in PO and Gem tender (and its amendments, if any) & the existing terms stands continued till renewal of the existing contracts, and for the subsequent renewals thereof as agreed by both the parties and Vendor has executed the Integrity Pact on and agreed to provide the services described in the PO and in this agreement on the terms and conditions set forth in Gem tender/ GEM TENDER/ PO/ hereunder.



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NOW, THEREFORE, the Parties agree as follows:

1. Definitions and Construction.

1.1. **Definitions.** The following defined terms used in this Agreement shall have the meanings specified below:

1.1.1. **“Party”** or **“Parties”** shall mean either Bank or the vendor or both, as the case may be.

1.1.2. **“Effective Date”** means the date of acceptance of Purchase order.

1.1.3. **“Confidential Information”** of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other in connection with this Agreement, including (A) with respect to Bank, (i) all Bank Data, Bank Intellectual Property and all other information of Bank or its providers, customers (including their employees and job applicants), suppliers, contractors and other third parties doing business with Bank, and (ii) any information developed by reference to or use of Bank's Confidential Information, (B) with respect to Bank and the vendor, the terms of this Agreement; provided, however, that except to the extent otherwise provided by Law, the term “Confidential Information” shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient's written or electronic records, without violating the disclosing Party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement, and (C) with respect to the vendor, any and all (i) vendor Intellectual Property and New Intellectual Property, (ii) information or documentation relating to vendor's business, business relationships, financial affairs, including financial reports, work plans, and structures, (iii) all other information of vendor or its partners, customers (including their employees), suppliers, contractors and other third parties doing business with the vendor, and (iv) any information developed by reference to or use of vendor's Confidential Information.



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- 1.1.4. **“Intellectual Property”** shall mean any patent, copyright, trademark, or trade secret applicable to (a) processes, specifications, methodologies, procedures, and trade secrets, (b) software, tools and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics, and other written documentation, and (d) proprietary trade names, brands, logos or slogans.
- 1.1.5. **“Losses”** shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default, or assessment).
- 1.1.6. **“Services”** shall mean, collectively, the services being provided by the vendor pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services.

2. Services

Commencing on the Effective Date and continuing throughout the Term, Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

3. Commercial Terms:

As per PO No. Dated:

4. Period of Contract:

Period of contract is years from the date of acceptance of the referred Purchase Order i.e., and this agreement will valid till subsequent renewals of contract (if any).

5. Operational Capabilities and Implementation.

- 5.1. Vendor shall provide such personnel and such Vendor Systems necessary to provide the Services described in Schedule A.
- 5.2. The provision of Services to the Bank and the timelines shall be in accordance with the Scope of Services set forth in Schedule A.



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6. Management and Control.

Vendor shall be responsible for the successful completion of Services and Vendor Customer Relationship Manager shall be the single point of contact for all communications and support in this regard. Vendor shall be subject to the Change Control Procedures, which shall provide, at a minimum, that:

With respect to all changes, Vendor shall (a) schedule Changes so as not to unreasonably interrupt Bank's business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation.

Vendor shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Vendor by the Chief Operating officer.

7. Consents

Vendor shall obtain, maintain and keep current, at Vendor's expense, all Consents and Governmental Approvals. Upon Vendor's request, Bank shall use its reasonable best efforts to cooperate with and assist Vendor in obtaining any such Governmental Approvals, to the extent reasonably possible.

8. Audits Rights

Upon notice from Bank, Vendor shall provide records for inspection and assist Bank, or its designated third party contractor, and/ or Reserve Bank of India and/ or its auditors, if required and advised by the Bank to Vendor, with access to and any assistance (including financial records, reports and supporting documentation) that they may require with respect to the Service Locations and the Vendor Systems for the purpose of performing audits or inspections of the Services.

9. Bank's Trademarks:

Bank's trademarks, service marks and trade names are the property of Bank, and Vendor agrees that it shall not use any of Bank's trademarks, service marks or trade names without Bank's approval. Vendor agrees not to register any Bank trademarks, service marks or trade names without Bank's approval. Vendor shall not, without Bank's approval, remove or alter any trademark, service mark, trade name, copyright, or other proprietary notices, legends, symbols, or labels



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appearing on or in materials pertaining to the Services and related documentation delivered to Vendor by Bank.

10. Confidentiality

The Vendor shall hold all Confidential Information relating to or obtained from the Bank in strict confidence. Vendor shall treat any and all the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors, and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.

11. Additional Covenants.

The Parties covenant and agree that during the Term and Termination Assistance Period:

- 1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement.
- 2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Vendor Systems, or Confidential Information; and
- 3) In respect of development of Software, the Business logic for the software developed is the sole proprietary of the bank and the same shall not be shared without prior written consent of the Bank.

12. Insurance

Without limiting Vendor's liability to Bank or third parties, Vendor will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated and will upon request provide the Bank with a copy of its policies of insurance in that regard, along with any amendments and revisions there to. The financial liability of Vendor during the tenure of the contract and its subsequent renewals under this or any



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terms of this agreement other than under insurance total shall not exceed the fee it receives under the agreement.

13. Indemnity

The vendor shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by vendor or its agents or its employees on account of engaging the services from vendor.

14. Termination.

The Bank, by written notice sent to the Company, may terminate the Contract, in whole or in part, at any time for its convenience by giving a cure period of 30 days. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Company under the contract is terminated, and the date upon which such termination becomes effective.

14.1 Termination for Default:

The Bank, without prejudice to any other remedy for breach of Contract, by giving 30 days' written notice of default sent to the vendor, may terminate this Contract in whole or in part:

- a) if the vendor fails to deliver the goods/ services within the period(s) specified in the Purchase Order

or

- b) if the Bidder fails to perform any other obligations(s) under the Contract.

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



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14.2 Termination for Insolvency:

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

14.3 Termination for violation of Integrity Pact:

The vendor agrees that if they make incorrect statement on the Integrity Pact, and found later, i.e., after awarding of the contract, the contract is liable to be terminated for such reason.

14.4 Termination for other actions:

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

15. Termination Assistance.

- 15.1 Vendor shall, upon Bank's request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period, Vendor shall (i) provide support to the extent of answering questions from Bank regarding the Services on an "as needed" basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Vendor's possession.
- 15.2 Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the "End Date"):
- (a) return, destroy or erase all Intellectual Property of the other Party; and
 - (b) return to the other Party all assets owned, licensed, or leased by the other Party.



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16. Resolution of Disputes:

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

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

1. In the event of any dispute between the bank and the vendor in case both the parties are agreeable, they shall try to settle dispute through mediation before the panel of IEMS in a time bound manner. The fees/ expenses for dispute resolution shall be equally shared by both Bank and the vendor.
2. In case the dispute remains unresolved even after mediation by the panel of Independent External Monitors, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. In case of Arbitration the same shall be done in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties. Courts of Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.



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17. Force Majeure:

No Party shall be liable to the other Party hereto for delays in performance of its obligations hereunder due to riot, act of God, war, fire, flood, invasion, earthquake, epidemics, interruption of transportation, embargo, explosion, strike, lockout or other labour troubles, actions of governmental authority, or any other causes similar to the forgoing which are beyond the reasonable control of such Party; the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. Performance of obligations is excused only for the time delay imposed by such causes and only to the extent that alternative means of performance are unavailable. If either Party is affected by Force Majeure, it shall forthwith notify the other Party of its nature and extent.

18. Assignment:

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

19. Notices:

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

20. Waivers:

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

21. Entire Agreement:

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the Parties relative to such subject matter.



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22. Amendments:

No amendment to, or change, waiver, or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

23. Governing Law and Jurisdiction:

This Agreement and the relationship between hereto shall be governed by the laws of India.

24. Disaster Recovery and Business Continuity Plan:

The vendor shall have a clear Disaster Recovery and Business Continuity Plan in place for support services and shall submit the BCP Plan to the Bank. It is to be ensured that the BCP plan for Disaster Recovery must have arrangements in different seismic zones.

25. Security of Bank Depositor's and Vendor's Data:

Service Providers are responsible for the security of Bank customer's and vendor's data the service provider possesses or otherwise store , process and transmit on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment.

IN WITNESS WHEREOF, each of Bank and Vendor has caused this Agreement to be signed and delivered by its duly authorized representative on the day, month and the year first written

For Indian Overseas Bank Signature	For Vendor Signature
Name:	Name:
Title:	Title:
Date:	Date:



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

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SCHEDULE A

1. Scope of Services/ Technical Specification/ Terms and Conditions:

As per referred Gem tender/ GEM TENDER/ PO terms and its subsequent amendments (if any).

2. Other terms and conditions:

- a) Vendor shall have a clear Disaster Recovery and Business Continuity Plan in place for support services and shall submit the BCP plan to the Bank. It is to be ensured that the BCP plan for Disaster recovery must have arrangements in different seismic zone
- b) Vendor / Service providers are responsible for the security of Bank/Customers data the service providers possess or otherwise store, process or transmit on behalf of the customer, or to the extent that they could impact the security of the customer's data environment.
- c) Vendor to do complete background check of the proposed engineers and give declaration to the Bank in this regard.
- d) Vendor has to submit a letter duly signed by his employees wherein the vendor will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.
- e) Vendor has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the vendor will be held liable for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing, either by the vendor or its employees or by both.