



(Open Tender)

Request For Proposal for supply, deployment, maintenance & support of Centralized web-based TDS Management Solution

(End-to-end solution for TDS/TCS compliance)

Union Bank of India

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The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being E-tender, bids received only through online on E-tendering portal <https://ubi.abcprocure.com> shall be considered as an offer. ***Any bid submitted only in physical form will not be received or opened and shall be summarily rejected. Physical copy of the bid shall be submitted only after submission of online bid.***

Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit website <https://ubi.abcprocure.com> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your company in website <https://ubi.abcprocure.com> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login into the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required if bidder want to participate on behalf of his/her Company.
3. Pay RFP Cost through Demand Draft and upload the scan copy in the portal.
4. Upload supporting documents by clicking "Mapped Documents". Then submit the tender. Take a print screen of "Bid successfully submitted" message for reference.
5. Technical Support Contact Numbers:- +91-9904406300, 9510812960, 9265562821, 6354919566
6. email id: support@abcprocure.com
7. Alternate contact details:
Nandan Valera email: nandan.v@eptl.in Mob: 9081000427
Fahad Khan email: fahad@eptl.in Mob: 9904406300
Shaikh Nasruddin email: shaikh@eptl.in Mob: 9510812960
8. System requirement for online bid submission:
 - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
 - b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
9. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

NOTE: Submission of any bid document only through offline mode will not be accepted except Cost of RFP should be submitted on or before last date & time of bid submission. **Physical bid copy should be submitted only after submission of online bid.**

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GENERAL TENDER DETAILS

Date of issue of RFP/Download Start Date and Time	20/05/2022 at 11:00 Hours
Last date and time for submission of query	27/05/2022 by 17:00 Hours
Pre-Bid Meet	31/05/2022 at 15:00 Hours
Download End Date & Time	13/06/2022 by 15:00 Hours
Last date and time for submission Of Bidding Document	13/06/2022 by 16:00 Hours
Date and Time of Technical Bid Opening	13/06/2022 at 16:15 Hours
Place of opening of Bids (Online)	Union Bank of India, Department of Information Technology, Adi Shankaracharya Marg, Powai, Mumbai
Cost of RFP	Rs.2,500/- (Rupees Two Thousand Five Hundred Only) in the form of Demand Draft/NEFT in favour of "Service Tax Account (Current Account), Central Office - 378901010036280", payable at Mumbai. (IFSC UBIN0537896)
Bid Security/Earnest Money Deposit	<p>The Bidder shall submit a bid security/EMD of Rs. 20.00 lacs along with Bid documents in the form of account payee demand draft, pay order 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.</p> <p>Micro and Small Enterprises (MSEs) are exempt from submission of EMD Money. However, they need to submit as declaration as specified in this RFP Document.</p>
Performance Bank Guarantee	Successful Bidder shall submit Unconditional & Irrevocable Bank Guarantee of 3% of the total value of contract valid for the contract period (i.e., 5 years) from the date of issue of purchase order, with continuous period without any break period, with a claim period of 12 months.

Contact details	Assistant General Manager (Taxation), Union Bank of India, 6th Floor, Taxation Cell, Finance & Accounts Department, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021. Email: mallareddy@unionbankofindia.bank taxcell@unionbankofindia.bank Mail is to be sent to the above-mentioned email ids only , containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.
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Note: Any bid received after scheduled date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on the same.

Abbreviations & Definitions

Assignment	“Assignment” means the work to be performed by the Applicant pursuant to the Contract.
Bidder	Bidder means an interested and eligible party submitting its proposal in response to this RFP
Bank	“The Bank”, “UBI” means Union Bank of India constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970.
Bid/Proposal	An Offer made to the Bank in response to the RFP document. Bid may be interchangeably referred to as Proposal.
Selected Bidder	Selected Bidder means the successful Bidder who gets finally selected/appointed based on the criteria set out on the RFP.
Professional	Professional means full time employee that is professionally qualified having minimum qualification of Chartered Accountant and is on the payroll of the Bidder.
RFP or RFP document or Tender	Request for Proposal issued by the Bank for TDS Vendor

A. INTRODUCTION:

Union Bank of India, a Public Sector Bank having its Central Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021. Bank has 9500 branches approximately, 125 Regional Offices, 18 Zonal Offices and 15000 ATMs spread across the country. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc. To expand its reach further, the Bank is also forging ahead with cutting edge technologies and innovative new banking models.

Bank is having approximately 150 GSTIN registration and 100 registrations for TDS under GST, approximately 7800 TANs for amalgamated entity.

B. OBJECTIVE OF THE PROJECT:

This RFP is issued with a view to identify and shortlist Vendor for Supply, Deployment, Maintenance & Support of Centralized Web based TDS Management Solution (wherever TDS mentioned includes TCS) and for technical support in Corporate Tax matters and Professional Tax Matters.

The Bank is required to comply with TDS Rules & regulations as per the Income Tax Act 1961 as amended from time to time. The Bank invites Request for Proposal (RFP) from Company/Firm/LLP (TDS software & support vendor) of repute and proven track record for providing End-to-End TDS/TCS Compliance to Banks. The period of appointment will be for five years subject to annual review of performance. However, the Bank reserves the right for extending or reducing the period of appointment or terminating the contract after giving the due notice.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Union Bank of India ("the Bank") to select Vendor for providing End-to-End TDS/TCS compliance including Supply, Deployment, Maintenance & Support of Centralized Web based TDS Management Solution for the Bank as per the scope of work given in this RFP.

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

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

C. PRE-QUALIFICATION CRITERIA

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

D. SCOPE OF WORK:

The scope of work of this RFP envisages an end-to-end comprehensive solution for “Handling the centralized TDS/TCS compliances of the Bank, which includes providing professional consultancy on compliance of TDS/TCS for the Bank, handling of TDS/TCS related Customer Complaints, bulk challan generation for remittance of all types of monthly TDS & TCS by integration to other solutions for capturing required data and provision of entry/recording of further information / gap in data through intranet by users at different Branches/offices/ Departments and at different levels and filing of statements viz. Form No. 24Q, 26Q, 26QAA, 27Q, 27EQ, 61, 61A, 61B, correction statements, any other return/statement prescribed or to be prescribed by any other regulatory/statutory authorities, Form No. 15G, 15H, 15CC, etc. returns. The scope will also cover reconciliation of TDS/TCS receivable to the Bank. Further, supply, installation, design, customization, 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. Supply, installation, configuration, customization and implementation of web-based e-TDS solution in the Bank Data Centre and DR Site, including importing of Data from existing Core Banking Solution and other source applications, extraction of requisite data from the relevant Bank’s applications and also collection of data from manual excel files prepared by branches/various offices for updating the same for filing of returns. The required changes/modifications, if any, to be incorporated in the Bank’s applications (including CBS) needs to be advised.

2. Hardware for the application will be provided by Bank. Bank can provide database as Oracle if required/used. Except Oracle if any other database is used in the solution, same is required to be arranged and included during bid submission by the bidder.

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

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

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

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

3. 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.

4. 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.

5. 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.

6. The bidder should facilitate reconciliation of monthly TDS deductions vis-à-vis TDS deducted on expenditures/withdrawal data as per Bank's book and reconciliation of payment made and TDS deducted by various applications of the Bank with that of balance outstanding in the respective 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.

7. The Selected bidder should provide validation report of PAN/ Aadhar of the customers/ vendors/employees/ex-employees/pensioners/etc. from the portal/utility provided by Income Tax Department/any other regulatory or statutory authorities and also ITR filing status report for compliance of various income tax provisions, like section 206AB, 194N, 139AA, etc.

8. The bidder should facilitate to create Branch master and TDS Deductor master by importing data from the existing CBS/ HR Module (Union Parivar)/ Pension Module (Govt. Business Module)/ other application of the Bank and maintain the same i.e. Branch Master, Customer Master, TDS Master, Employees data from salary package and Pensioners data from Pension server, etc.

9. 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 Tender.

10. The bidder should facilitate Interface / system for importing/ fetching the TDS return data from source system as per the format of the source system. System should also have mechanism to capture manual entry for third party payments data along with all the required validations in case the data is not routed through the automated system. Facility to be provided for data integration for Form 24Q return from Union Parivar (salary data) and Government Business Module.

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

12. 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 extracted data as per latest Return Preparation Utility (RPU) prescribed by NSDL/TRACES and generate exception/error reports (if any) for making necessary correction by the branches/offices wherever needed.

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

13. 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.

14. The bidder should facilitate set up of mechanism for identifying/ filing of revised/correction returns wherever applicable. Direct filing of correction returns to Income Tax 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.

15. 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. Application should have the capability to send the Form 16/16A/other Forms related to TDS/TCS via email to the concerned deductee at their respective email ids registered with the Bank. Software solution should be capable to maintain the database of all the downloaded Form no. 16/16A/other Forms related to TDS/TCS which can be accessed by branches / other offices subsequently. Facility should also be provided to download Form 16/16A/other forms directly by the customer through various online modes Bank's corporate website, internet banking facility, mobile banking application (U-Mobile App), Union Virtual Connect whatsapp banking (UV Connect) etc. by proper authentication set-up.

16. The bidder should facilitate application having capability of generating & emailing of e-TDS returns acknowledgments (Form No. 27A), success /Failure reports, reconciliation reports directly to the Branches/RO/ZO & CO TDS Cell as and when demanded. System should maintain history of these emailed reports in Database.

17. The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding 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.

18. The Vendor's web application/utility should be available to branches/other offices through Bank's intranet only. However, for various online validations & online filing of returns, a link to the central server of TIN-NSDL/Traces/ CPC TDS site may be facilitated.

Internet connection may be used by the vendor for specific purposes in consensus with the Bank's Information Security team. Application should have functionality of modification/

correction of records at branch level / ZO Level/ Department level and related monitoring and reporting facility should be available at controlling office/Central level.

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

20. The bidder should facilitate to prepare and submit necessary MIS as per the Bank's requirement from time to time and facilitate generation of reports Branch wise/ Regional Office Wise/Zone wise/Bank as a whole.

21. The bidder should facilitate to generate the data required for compilation of Tax audit report.

22. Vendor to provide suitable process capable of Web integration or otherwise with the authorized portals as per the requirements of Income Tax from time to time.

23. Form No. 15G/15H should be dealt with accuracy and in time, and the quarterly return should be filed through the Income tax e-filing site.

24. Data validation for timely filing of Form No. 61 /61A/61B/15CC for Bank as a whole based on the data provided by the Bank.

25. Software Solution should facilitate to Centrally file return in Form 61A (Specified Financial Transactions) & Form 61B (Reporting under FATCA & CRS) based on the data captured from the Bank data source after its validation according to Income Tax Guidelines issued from time to time.

26. The Vendor should facilitate to clear all outstanding defaults of the e-Andhra Bank (eAB), e-Corporation Bank (eCB) and Union Bank of India (UBI) including defaults pertaining to the period prior to the amalgamation of these banks and facilitate the Bank in surrendering these old TANs or making them inactive on TRACES portal, as the case may be, so that no further demands are raised on these TANs. The vendor shall ensure NIL future TDS defaults by advising necessary rectifications in the Bank's CBS/application systems.

27. The selected bidder to ensure removal of TDS/TCS defaults reflecting on TRACES portal by generation of justification reports, follow up with branches/offices for obtaining correct data, prepare and file correction returns for all branches/offices having TANs.

28. The vendor should ensure to deploy sufficient qualified resource persons for Onsite/call centre (off site) support to assist the Bank in complying with the above scope of work within the statutory timelines as per the following:

- i. Onsite support during banking hours on all working days as per bank's calendar & as and when required in case of exigencies beyond above mentioned working hours.
- ii. Bidder support staffs should be well trained to effectively handle queries raised by the Bank's customers/employees etc.
- 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. 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.
- b) 9 support staffs (onsite) who are having minimum 2 years of experience of income tax and TDS related work.
- c) Development /modification of system/process - 2 person (onsite) out of which one must have professional qualification in Information Technology (IT) and having minimum 2 years of experience of similar work related to income tax and TDS.

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) in regard to 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.

29. The vendor should preferably have an office at Mumbai. The vendor is not eligible for any TA/DA. In case the vendor's team members needs to travel outside Mumbai as per the requirement & instructions of the Bank, then TA/DA will be paid as applicable to Bank's Statutory Branch Auditors.

30. 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 DIT team of the Bank. The application should be capable of running on DR server at short notice.

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

32. The software solution includes a provision of Dashboard which displays filing status, records in errors, PAN not available cases, error records with reasons, conso file status, challan utilization and other parameters required by the bank from time to time. The dashboard should be able to display the above data branch-wise, RO-wise, ZO-wise, TAN-wise and 'Bank as a whole' based on the option selected by the user/user ID privileges.

33. 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 data migration includes migration of entire TDS data from eCB, eAB and UBI TDS servers of pre-amalgamation period also. The vendor should the data migration audit and support in rectification/closing of audit observations.

34. 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 lodging Complaints and resolution thereof with present Status details/logs, so that Branches / Other Office can share details to Customers, vendors, etc.

The comprehensive customer complaint management system (CCMS) should be an integral part of the end-to-end TDS management solution and it should have following salient features:

- a. The CCMS should be integrated to our Bank's corporate website, Internet Banking facility and Mobile Banking App in consultation with our Bank's Information Security Team.
- b. Customers should be provided with a facility to directly register complaints in our Bank's website, Internet Banking facility and Mobile Banking App with due safeguards and authentication of customer. A provision should also be made to allow attachment of any supporting documents by the customer.
- c. The complaints registered by the customer should flow to the end-to-end TDS management solution and sit in respective branch login. Thereafter the branch may forward the complaint to taxation cell Central Office for necessary correction.
- d. Further, branches/other offices shall also be provided with the facility to raise correction requests in their respective login IDs; which then will be forwarded to Central Office.
- e. Each of these correction request should be assigned a specific ticket number and shall have a complete log/track till raising of ticket to resolution of the complaint.
- f. After the necessary corrections are made at Taxation cell, CO; the revised Form 16/Form 16A/other forms shall also be made available for download against the same ticket number.
- g. The customer should be able to track the correction status and should be able to download revised Form 16/16A against his ticket number from the corporate website/internet banking/mobile banking app.

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. The application should provide for a facility of auto-escalation of pending tickets (i.e. complaints) as per the escalation matrix decided by the Bank.

35. This is an end-to-end project and all the items required for keeping the project operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document. The solution must handle any number of Branches. **The bidder has to support any increases in branches count and deploy additional resources at no additional cost to the Bank.**

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

37. 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.

38. 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.

39. 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.

40. 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.

41. The bidder should share API or any other technical assistance for sharing of Database of all the downloaded Form no. 16/16A/other Forms related to TDS/TCS to our Internet Banking team, mobile banking team and team who is handling Bank's website for providing the same to customer. Bidder should also share API or any other technical assistance for sharing of Database of all the downloaded Form no.16/16A/other Forms related to TDS/TCS to publish such report in Digilocker, future application interface to other application including Digilocker for publishing such report.

42. 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.

43. The bidder should identify the cases of non-deduction/short-deduction of TDS/TCS data received from various sources like CBS, Union Parivar, Card product, Treasury, Pension Divisions, etc. and collaborate with them to enable filing of such records. The service provider should ensure that there should not be any case of non-deduction/short deduction of TDS/TCS from various payments made by the Bank.

44. 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. However, the actual submission of replies & physical hearings etc. in this regard will be handled by the respective branches/offices at their end.

45. Professional Tax Matters: The bidder shall provide complete consultancy and advice regarding professional tax matters to the Bank. Since, professional tax is a state subject, state-wise applicability of professional tax, tax rates, other guidelines etc. any changes therein shall be intimated to the Bank from time to time. In states where professional tax can be centrally remitted & filed, the bidder shall make centralized remittance and centralized return filing for all such states from Central Office at Mumbai. For Decentralized States, respective branches will continue to remit professional tax & file returns in decentralized manner.

46. Tool for notices u/s 133 or any other section of IT Act 1961: The bidder shall provide a tool which can be run on Bank's PC for download, automatic segregation and preparation of database of notices issued to the Bank u/s 133 or any other section of the Income Tax Act 1961.

Based on the PAN of the customer contained in the notice the tool should be able identify the branch to which the customer belongs, and it should send the notice to the branch by email or be placed in an FTP server for download by branches etc. All the notices according to their due date should be available in the form of a dashboard. The branch shall also be able to reply to these notices by attaching the supporting documents in the dashboard, which can be downloaded by central office.

47. Dashboard tool to monitor notices /orders u/s TDS, GST & Corporate Tax: A separate dashboard shall be provided for monitoring notices, orders & appeals of TDS, GST & Corporate Tax. The notices, orders & appeals etc. will be downloaded by the taxation cell officials and uploaded to this dashboard and due date for replying/ hearing date etc. will also be updated. The dashboard shall give alerts of the next due date for hearing/reply etc. Further, a complete picture of a particular assessment year/branch/Bank shall be available in the dashboard at the click of a button.

48. Assistance and handholding during 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.

49. Reconciliation of 26AS for TDS/TCS receivable to the Bank:

- i. Assistance in collating transactions on which TDS/TCS has been deducted for the tax period basis the details provided by the company.
- ii. Reconcile the above transactions with details as reflected in Form 26AS for the tax period and identify the mismatch/arrive at discrepancies.
- iii. Communicate the above identified mismatches/discrepancies and discuss the reasons and the action to be taken for such cases.
- iv. Follow up with the deductees by communicating the issue and help to resolve the same (over the email and telephone follow up can be done and report will be submitted).
- v. Communicating to the tax authorities about the discrepancies for the tax period, wherever required (through TRACES portal grievances be raised for the discrepancy).
- vi. Providing a final report for the tax period reconciling the transactions for purpose of future reference.

50. The period of the service contract is to be for a period of 5 years extendable after completion of 5 years on satisfactory performance as decided by Bank on mutually agreed terms and costs, if the Bank so desires.

51. After completion of the contract period or on termination of the contract as per the clause 22 of Terms & Conditions (Annexure I), 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.

52. 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 Bank.

53. Reverification & reconciliation of TDS/TCS data for the FY 2020-21 & FY 2021-22 and wherever required filing of correction returns.

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.

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

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. Time being an essential feature of the contract, the selected vendor to implement and install the systems 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.
6. 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.
7. 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.

8. 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.

9. That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to:

- i) all books, records, information of the Bidder;
- ii) any documents, records of transactions and other necessary information processed/ stored by, given to the Bidder; and
- iii) any document/information given by the Bank to the Bidder and / or relevant to the outsourced activities available with the Bidder pertaining to the services provided under this Agreement by the Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.

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

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

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

- i) Attempted unauthorized logins
- ii) Time of login and logout
- iii) Change of passwords
- iv) Change of parameters
- v) The audit trail should be at a granular level, and track the user across each activity

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

10. 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. 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.

12. That due diligence/KYC/physical verification of employees of the firm/company will be done and proper record of the same will be maintained.

13. 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.

14. 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.

15. The Bidder should conform to the laws, rules and regulations as stipulated by the Central/State Government/Reserve Bank of India/ and/or any regulatory authority in regard to employment of agents/associates/employees, etc. including the Minimum Wages Act.

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

- i) Services contemplated are no longer required;
- ii) Scope of work was not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
- iii) Proposed fees are unacceptable to the Work;
- iv) The Project is not in the best interest of the Bank;
- v) Any other reason.

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

E. INTERFACE AND INTEGRATION REQUIREMENTS

The Bidder has to customize, implement, train and rollout the interfaces necessary for the functioning of the solution.

The Bidder is required to study the existing interface and making necessary changes to upgrade interfaces between the proposed solution with the applications and systems mentioned below:-

1. Finacle - Core
2. Manual Data (Excel Files)
3. Data Warehouse
4. Any others source not specified above

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

- ✓ The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank and for all other functionalities as mentioned in this RFP.
- ✓ 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.
- ✓ The Bidder will present to the Bank the interface requirements for review.
- ✓ Any suggestions from the Bank will have to be included by the Bidder.
- ✓ 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.
- ✓ 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.
- ✓ The Bidder will be responsible for setting up the test environment for interface testing.
- ✓ The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.
- ✓ The Bidder must ensure that a sound methodology is implemented to manage the interfaces.
- ✓ The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.
- ✓ 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.
- ✓ 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.

- ✓ Provide complete documentation including logic used, empirical study done, methodology etc. as per regulatory and audit requirements.

F. INFRASTRUCTURE REQUIREMENTS

The Vendor needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the Requirement (Project Scope) and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor.

However, the complete implementation, maintenance and support for Centralized TDS Management solution shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete details for Centralized TDS Management solution. The vendor must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active- Active 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.

Vendor needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include.

- 1) List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
- 2) Details of redundancy and security setup
- 3) Application architecture along with a detailed diagram including the infrastructure setup.
- 4) Implementation procedure / road map.
- 5) Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

Application must use oracle database & should be compatible with Oracle 19c and its future updates throughout the contract period. Bidder to provide the Oracle license product details and no. of Oracle Licenses required for the complete operationalization of the solution

clearly in BOM.

The Vendor is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Requirement (Project Scope) as per ANNEXURE- XVIII(a) and ANNEXURE- XVIII(b). The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

Enterprise license on proposed Solution (Centralized E TDS System)

The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

The Vendor will supply, implementation, maintain and support the complete Upgraded Centralized E TDS System.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favor of Authorized Person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

2. COST OF BIDDING

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

3. BIDDING DOCUMENT

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

4. LANGUAGE OF BIDS

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

5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

Any inter-lineation, erasures or overwriting shall not be valid, and it will lead to rejection of bid without quoting any reason.

6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (<https://ubi.abcprocure.com>) and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the any subsequent amendment/ Corrigendum/ clarifications meticulously.

7. VALIDITY OF BID DOCUMENT

Bid shall remain **valid for 6 months** from last date of submission of bid prescribed by UBI. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

8. LATE BID

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

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only(₹).

10. BID EARNEST MONEY

The Bidder shall submit a bid security/EMD of Rs. 20.00 lacs along with Bid documents in the form of account payee demand draft, pay order 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.

The Bid Security/EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Bank Guarantee/Security within the specified period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance security/Performance Bank Guarantee.

Micro and Small Enterprises (MSEs) are exempt from submission of EMD Money. However, they need to submit the “Bid Security Declaration” on their organizations letter head duly signed and stamped by their authorized signatory” accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposals (RFP) document, they will be Blacklisted.

In case, change in any Govt guidelines related to EMD then bidder has to adhere the same accordingly.

11. BIDDING PROCESS (TWO STAGES)

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

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in Banks e-procurement system as well as

in hard copy and commercial bids in only online form through Bank's e-procurement system. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

a) TECHNICAL BID

The Technical bid must be submitted in hard bound file in a sealed envelope superscribing **"Technical Bid response against"** & also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all.** Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document shall be short-listed for commercial stage.

b) COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders will be opened, who will comply all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document in the Technical Evaluation Stage. **(Annexure-X)**

12. Pre-Bid Meeting & Pre-Bid Queries.

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory. **Queries not submitted in hard copy will not be responded.**

Sr. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/ Suggestion/Remarks

The queries submitted before pre-bid meeting and submitted in hard copy as mentioned above, will only be discussed in the pre-Bid meeting and their subsequent responses will be uploaded onto Bank's websites.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit a copy of their I-card issued by their company. Bank reserves the right to conduct the meeting in offline/online mode.

Bidders are required to go through the RFP and any subsequent Corrigendum's/ clarifications meticulously and submit their queries timely to avoid any last-minute issues.

13. SUBMISSION OF BID

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://ubi.abcprocure.com> by using their digital certificates of Class II and above (both encryption and signing). All the interested bidders should register themselves in the e-procurement system <https://ubi.abcprocure.com> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites <https://ubi.abcprocure.com>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. **The commercial bid should be submitted online only.**

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission and the same along with technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

Assistant General Manager (Taxation),
Union Bank of India,
6th Floor, Taxation Cell,
Finance & Accounts Department,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai-400021.

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. **Kindly do not submit any extra documents/certificate which are not required.** At the time of physical submission of bid, bidder must show acknowledgement received after completion of the bid submission in proof of having submitted the bid online.

14. DEADLINE FOR SUBMISSION OF BID

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

Assistant General Manager (Taxation),
Union Bank of India,
6th Floor, Taxation Cell,
Finance & Accounts Department,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai-400021.

For complete details of online bid submission you may visit our e-Procurement Site <https://ubi.abcprocure.com>. Kindly also note that hard Copy of Technical Bid will be received only after successful submission of online bid in our Bank's e-Procurement site.

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder. In case of any deviation in the bid submitted in Online portal and the hard copy bid, the one submitted online will be considered and will be evaluated.

16. CONTACTING THE BANK

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

17. TERMS AND CONDITIONS FOR THE BIDDING FIRMS

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

18. LOCAL CONDITIONS

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

19. BANKS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

20. OPENING OF BIDS

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

21. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

22. PRELIMINARY EXAMINATION

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Arithmetical errors will be rectified as follows:

- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail, and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.
- AMC/ATS amount, if asked for in specified range, and quoted under or beyond the specified range, would also be recalculated.

The bid determined as not substantially responsive will be liable for rejection by the Bank and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

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

23. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid which is to be submitted online through our e-procurement portal <https://ubi.abcprocure.com>. Failure to do so will make the bid liable to be rejected.

24. EVALUATION AND AWARD CRITERIA

Tender will be awarded on the basis of Techno Commercial evaluation i.e. 70% Weightage for Technical bid + 30% Weightage for Commercial bid and the bidder who score HIGHEST MARKS will be declared as Highest Combined Score (CS-1) i.e. H1 Bidder. Weightage of technical bid will be calculated on total marks of Technical evaluation scoring parameter.

Evaluation will be as under

- a. Eligibility Evaluation
- b. Technical Evaluation
- c. Commercial Bid Evaluation

d. Weighted Evaluation

The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meet the business requirements of the Bank. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be based on quality of the solution & services offered and cost of the offered solution and services. Bidder's qualifying the Eligibility evaluation will be considered for Techno-Commercial Evaluation.

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.

3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated timelines set by the Bank.

4. First, the RFP Cost and EMD (Bid Security Declaration) of all bidders will be verified. If any RFP Cost/EMD (Bid Security Declaration) is not found in order, that bidder will be declared ineligible for further participating in the tender process.

5. After that, technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.

6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.

7. UBI will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of UBI will be final in this regard.

8. The determination will consider bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.

9. Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to achieve the minimum technical score of 70% (70 out of 100) indicated in this document. The Technical proposals which are unsigned and incomplete shall not be evaluated.

10. During the process of evaluation of the technical proposal, the bidder will be required to make presentation (online or offline as per discretion of the Bank) on its Proposal covering Experience/ Technical Proposal including Methodology & Approach, Team Composition, Work Schedule, and Activity Schedule etc.

11. The details of date, time & venue of the presentation will be advised to the eligible bidders separately.

12. The technical capabilities and competence of the potential Firm reflected in the technical proposal made available should be consistent with the presentation to be made before the committee.

13. Technical evaluation of the eligible potential Firms will as per the criterion furnished at **Annexure XVI**. Bidders shall submit self-evaluation marks of technical bid strictly as per the parameters specified except for presentation marks as per Annexure XVI along with Bid Documents.

14. After presentation, commercial bids will be opened and evaluated for **bidders securing 70% (70 out of 100) or more marks as per scoring given in Technical Bid and Presentation**. The Bank reserves the right to reduce the minimum qualifying marks, as above, to ensure that at least two bidders qualify for the commercial bid.

15. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification/Solution is not in compliance to Bank's requirement as specified in **Annexure-XV**. Decision of the Bank in this regard shall be final and binding on the bidders.

Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. The commercial bids shall be opened in the presence of shortlisted bidders if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22-

Preliminary Examination.

3. The bidders will be required to quote for all the items required by the Bank.

Techno Commercial Bid Evaluation

- The Criteria for Techno Commercial Evaluation will have weightage of 70:30 (Technical: 70 Commercial: 30).
- Technical evaluation shall be done as per Annexure XVI.
- Weightage for commercial bid will be calculated on rates quoted by the bidders.
- The bidder with the Highest Combined Score (CS-1) shall be selected. In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with Highest Technical Score amongst such bidders shall be the successful bidder.
- The methodology to evaluate the Highest Total Combined Score is as follow;

The Technical Bids will be allotted weightage of 70% while Commercial Bids will be allotted weightage of 30%. A combined score (CS) will be arrived at after considering the Commercial quote and the marks obtained in Technical evaluation with relative weights of 30% for Commercial bid and 70% for Technical Bid according to the following formula:

$$\text{Combined score} = 70 \times \frac{\text{Technical Score of a Bidder}}{\text{Highest Technical score amongst all bidders}} + 30 \times \frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of a Bidder}}$$

The bidder obtaining the Highest Combined Score in evaluation of technical and commercial evaluation will be ranked CS-1 followed by proposal securing lesser marks as CS-2, CS-3 etc. Bidder securing Highest Combined Marks and ranked CS-1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

Example:

Sl.	Bidder	Technical Score (TS)	Commercial Bid (CB)	Weighted Technical score= [70 X TS/TS (highest)]	Weighted commercial Score = [30X CB lowest)/CB]	Weighted Combined Score (CS)
1	AA	85	600	66	30	96
2	BB	90	800	70	22	92
3	CC	80	700	62	25	87

In above example:

The bidder “AA” with the highest combined score becomes the successful bidder (CS-1).

Note: The combined score shall be calculated upto two decimals.

25. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

26. CANCELLATION OF BID/ BIDDING PROCESS

UBI reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

27. CONFIDENTIALITY

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s). The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

TERMS AND CONDITIONS

1. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (45 working days*), the EMD will be forfeited after a grace period of 15 working days*.

The bidder must accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

Note: working days refers to Bank's working days.

2. DURATION OF CONTRACT

Bank will enter into contract initially for a period of 5 years from the date of signing of SLA or date indicated in SLA as start date on contract with option of further extension of contract for the period of maximum five (5) years in tranches of one (1) year each at the same terms & conditions, provided services of the bidder is satisfactory and at Bank's sole discretion. The Bank will have the right to renegotiate prices at the end of the initial contract period.

Further, the bidder will pass on to the Bank the benefit of discounts/downward revision of prices, if any announced by OEM (irrespective of whether the successful bidder is OEM or its authorized agent/reseller) during any period in respect of orders placed during that period.

Bank reserves right to cancel the contract at any time in case services fails to meet any of the requirements as mentioned in the RFP.

3. PERFORMANCE BANK GUARANTEE

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:

- a) The successful bidder has to submit the Performance Bank Guarantee for the due performance of the contract, amounting to 3% of total project cost (as per final cost quoted in commercial offer) valid up to 60 months and further claim period of another 12 months within one month of acceptance of purchase order from the date of award of tender.

- b) No payment will be released unless and until bidder submits the Performance Bank

Guarantee. PBG should be issued from Scheduled Commercial Bank other than UBI.

- c) The Performance Bank Guarantee shall guarantee the due performance of the contract by Successful Bidder. In case Successful Bidder is unable to start the project within the stipulated time as and when required or if the starting of the project is delayed inordinately beyond the acceptable levels, UBI shall be entitled to invoke the Bank Guarantee at its sole discretion.
- d) Performance Bank Guarantee may be invoked in case of violation of any of the terms and conditions of this RFP / SLA and also in case of deficiency / delay in services provided by the successful bidder after giving notice period of 30 days for rectification.
- e) This shall be independent of the penalties referred to in any clause and liquidated damages referred to in any clause. In case bidder fails to perform the contract, Bank shall invoke the Bank Performance Guarantee or encash the EMD to recover penalty, if any.
- f) Note: If the contract of five years gets extended mutually, then the bidder will be required to submit PBG of equivalent amount separately for the performance of extended period of the contract.
- g) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Union Bank of India.
- h) The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.
- i) In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- j) No interest on PBG will be paid by Bank.

4. ACCEPTANCE OF ORDER (LETTER OF INTENT)

Letter of Intent will be placed by the Bank. The successful bidder shall have to accept and acknowledge within 15 working days from the date of order placement. In case after awarding the contract bidder fails to sign the contract or fails to submit a performance security before the deadline defined in the request for proposals (RFP) document, they will be Blacklisted.

5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER

In case the bidder shortlisted through this RFP process (hereinafter called “successful bidder”) refuses to accept / execute the order than Bank reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

6. EXECUTION OF PURCHASE ORDER

Bank will place order separately for all the source locations. Successful Bidder has to immediately start the project as per the Purchase Order.

7. ACCEPTANCE TEST

All the delivered hardware/software/solution items wherever applicable may be subjected to an acceptance test. Successful bidder has to arrange one Engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test.

8. PAYMENT

The payment shall be released as per the below mentioned timelines: -

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 -

- 1) **20% of the Yearly project cost** - After successfully filing of all records in Q1 returns and required revised returns of previous period if any.
- 2) **20% of the Yearly project cost** - After successfully filing of all records in Q2 returns and required revised returns of previous period if any.
- 3) **20% of the Yearly project cost** - After successfully filing of all records in Q3 returns and required revised returns of previous period if any.
- 4) **40% of the Yearly project cost** - After successfully filing of all records in Q4 returns and required revised returns of previous period if any.

The bidder shall provide details of TAN along with actual number of SOLs/Offices for which return filed in supporting of the invoices. Accordingly, payment shall be released by Taxation cell, Finance & Accounts Department, CO on submission of quarterly invoices in arrears on receipt of undisputed invoices by bank along with supporting documents, MIS Data etc.

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

Further, the above payments will be released only after submission of PBG (Annexure-XII) and signing of SLA (including Do & Don't), IP and NDA by Successful Bidder.

9. PENALTY:

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 of delay until completion of project 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.

Note: 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.

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.

Delay in TDS Compliances

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

10. SERVICE LEVEL

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- 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.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- 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.

Vendor will have to 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.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time - 24 hrs per day for seven days a week excluding planned downtime

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

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

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 Mumbai in favour of Union Bank of India for the same within 15 days from the notice period from the Bank

SLA for Help Desk Support Services

- In case any help desk support person 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.
- In case of non-availability of helpdesk person successful bidder will have to pay penalty of ₹500 per day per person and for non-availability of Chartered Accountant successful bidder will have to pay penalty of ₹1,000 per day per person, which will be deducted in next quarter payment.
- 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. INCIDENTAL SERVICES

The successful bidder may be required to provide any or all of the following services, including additional service, if any relating to:

- i) Performance or supervision of on-site assembly and /or start-up of the services;
- ii) furnishing of detailed operations, SOP and maintenance manual for each unit of the services;
- iii) Training of the Bank's personnel on-site, start-up, maintenance, and / or troubleshoot of services; if applicable

12. TAXES

The rates quoted in Proforma for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

13. CANCELLATION OF PURCHASE ORDER

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

- a. Non submission of acceptance of order by the bidder within 15 working days of placement of Purchase Order.
- b. Non submission of Performance Bank guarantee within stipulated time as specified in the RFP.
- c. Non signing of contract within the time specified by Bank.
- d. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

14. ADHERENCE TO THE CYBER SECURITY POLICY

- Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
- The Bidder should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises.
- Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.
- The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.
- All information /resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
- Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be in accordance with Bank's policy.
- The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.
- Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.

15. INFORMATION SECURITY

Successful Bidder, upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during the ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any

observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

16. SIGNING OF PRE-CONTRACT INTEGRITY PACT

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of Rs.100 and must be signed by all the witnesses also. Entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract. The Proforma of Integrity Pact is as per (Annexure-XI).

The Independent External Monitors (IEMs) appointed by the Bank, will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

18. INDEMNITY

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

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof,

the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Successful bidder (successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

19. EXCHANGE RATE VARIATION

If the contract is extended for any period, beyond its expiry, and there is any variation in exchange rates (positive & negative both), the prices shall vary accordingly. The variation will be considered between the Exchange rate prevalent as on date of Acceptance of Letter of Intent and between the rates as on date of expiry of Contract. Increase in price of any item due to exchange rate variation shall be subject to negotiation.

20. TERMINATION OF CONTRACT

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

- a. Excessive delay in execution of order placed by the Bank
- b. Discrepancies / deviations in the agreed processes and/or products
- c. Failure of successful bidder (successful bidder) to complete implementation of solution within the time as specified in the RFP document
- d. Violation of terms & conditions stipulated in this RFP.
- e. If the service provided is not satisfactory on the objectives as specified in the RFP are not achieved.
- f. Penalty as in clause 9 & clause 10 reaches its max. limit.

Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contract at any time without assigning any reasons.

In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory", the Bank shall be free to Blacklist the successful bidder thereby debarring them from participating in future Bids/Tender processes.

21. NO RIGHT TO SET OFF

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.

22. PUBLICITY

Any publicity relating to the work to be carried out in BANKS towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Banks.

23. COMPLIANCE WITH LAWS

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, Labor Laws, export and Anti-Bribery Laws.

24. GOVERNING LAWS AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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

25. USE OF CONTRACT DOCUMENTS AND INFORMATION

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Bank in Bid document or otherwise except for purposes of performing contract.

26. INTELLECTUAL PROPERTY RIGHTS

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

- The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.
- The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

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

27. ASSIGNMENT

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

28. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER)

The shortlist bidder/TSP shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank.

29. PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by the Successful bidder shall be deemed to be the employees of successful bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Successful bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

The Successful bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Successful bidder's personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/ employees of under applicable labour legislations.

30. LIMITATION OF LIABILITY

Successful bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused

by successful bidder/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender. Successful bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

31. FORCE MAJEURE

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

32. NON-DISCLOSURE

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

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

agreement.

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

33. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018 & No. P-45021/2/2017-PP(BE-II) dated 04.06.2020. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50%.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UNDERTAKING FROM THE BIDDER

To

The Assistant General Manager (Taxation)
Finance & Accounts Department
Union Bank of India
Central Office, Mumbai

Sir

Reg.: Our bid for RFP for Selection of Vendor for Supply, Deployment, Maintenance & Support of Centralized Web based TDS Management Solution.

We submit our Bid Documents herewith. We understand that

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

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ELIGIBILITY CRITERIA OF THE BIDDER

Sr	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
1.	<p>The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on 31.03.2022.</p> <p>*For MSE start-ups, they should be in operations since last 3 years as on 31.03.2022</p>	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc.	
2.	<p>The bidder must have a positive #net-worth at least for the last 3 years (i.e. for the FY 2018-19, FY 2019-20 & FY 2020-21) The necessary supporting documents has to be submitted along with the Bid.</p> <p>*For MSE start-ups, they should have a positive net-worth on 31.03.2021.</p>	<p>A Certificate from a chartered accountant showing net-worth calculation as per the calculation method prescribed below. Also submit Audited Financial Statements for FY 2018-19, FY 2019-20 & FY 2020-21.</p> <p>The CA certificate provided in this regard should be without any riders or qualification.</p>	
3.	<p>The Bidder must have registered an average Turnover of Rs. 5 crore in previous three Financial years</p> <p>The Bidder should provide Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2018-19, FY2019-20 & FY2020-21.</p> <p>*For MSE start-ups, they should have an average turnover of Rs. 2.00 crore</p>	<p>Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2018-19, FY2019-20 & FY2020-21.</p> <p>The CA certificate provided in this regard should be without any riders or qualification.</p>	

4.	<p>The Bidder should be a profitable organization on the basis of Profit before Tax (PBT) for at least 02 (two) out of last 03 (three) financial years i.e. FY2018-19, FY2019-20 & FY2020-21.</p> <p>*For MSE start-ups the profit before tax for at least 01 (one) year out of the last 03 (three) years mentioned above.</p>	<p>Provide CA Certificate and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2018-19, FY2019-20 & FY2020-21.</p> <p>The CA certificate provided in this regard should be without any riders or qualification.</p>	
5.	<p>The Bidder should have experience of minimum 2 years in providing the software solution/services in Centralized TDS filing for minimum 2 Public/Private Sector Banks with PAN India presence having not less than 1000 branches.</p> <p>*For MSE start-up minimum experience to be 1 year as above</p>	<p>Copy of appointment letter/ experience certificate indicating nature of activity performed, number of branches and period of assignment.</p> <p>Credential certificate pertaining to last two FY issued by concerned department of respective Bank's Head/Central Office should be submitted along with Bid.</p>	
6.	<p>The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI in India.</p>	<p>Undertaking to be provided as per Annexure-VIII</p>	
7.	<p>The Bidder to provide 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</p>	<p>Letter of confirmation from Bidder as per Annexure-V</p>	
8.	<p>The bidder should not be involved in any litigation which threatens solvency of company.</p>	<p>Details of addresses, contact details and corresponding document is to be attached.</p>	
9.	<p>Labour Law Compliance</p>	<p>Undertaking to be provided by Bidder.</p>	

10	The Bidder should be an OSD (Original Software Developer) or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.	MAF from OSD/ MAF need to be submitted as per Annexure VI.	
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[*MSE start-ups seeking relaxation in eligibility criteria must submit/produce valid certificate issued by Competent Authority (i.e. Department for Promotion of Industry and Internal Trade).

Relaxation to MSE start-ups in subject to their meeting of quality and technical specifications & functional requirements]

[# Net-worth is to be calculated as: Capital Funds (Paid-up Equity Capital + Paid-up Irredeemable Preference Shares + Free Reserves) - (Accumulated Balance of loss + Balance of deferred revenue expenditure + Deferred Tax Assets + other intangible assets)]

NOTE:

1. Only the OEM or its authorized representative in India having IP Rights of Customization can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Item/App/Solution of Original Equipment Manufacturer (OEM) is being quoted in the tender through its authorized representative, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
9. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in

Original. (No Photocopies will be acceptable).

10. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.

11. Bidder is also required to substantiate whether the person signing the document from his Company and from OEM Company is authorized to do so on behalf of his/OEM's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from OEM Company, may make the bid liable for rejection.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID: Mobile No:

Telephone No.:

Seal of Company:

BIDDER'S INFORMATION

S. N.	Information	Particulars / Response			
1.	Company Name				
2.	Constitution				
3.	Date of Incorporation				
4.	Company Head Office Address				
5.	Registered office address				
6.	GST No.				
7.	Whether MSE(quote registration no. and date of registration, copy to be attached)				
8.	Bank Account Detail: Account Number , Account Name, IFSC, Bank Name				
9.	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
10.	Specimen Full signature				
11.	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
12.	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
13.	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
14.	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
15.	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY	Turnover Rs. (in Lacs) from Services/ Operations	Net Profit/ Loss Rs. (in lacs)	Net Worth Rs. (in Lacs)
		2018-19			
		2019-20			
		2020-21			

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID: Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE V

COMPLIANCE STATEMENT

Reg.: RFP for Selection of Vendor for Supply, Deployment, Maintenance & Support of Centralized Web based TDS Management Solution

DECLARATION

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

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID: Mobile No:

Telephone No.:

Seal of Company:

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 Assistant General Manager (Taxation)
Finance & Accounts Department
Union Bank of India
Central Office - Mumbai

Sir,

Reg.: RFP FOR SELECTION OF VENDOR FOR SUPPLY, DEPLOYMENT, MAINTENANCE & SUPPORT OF CENTRALIZED WEB BASED TDS MANAGEMENT SOLUTION.

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 Union Bank of India 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 mobile banking application and we undertake to enter into source code ESCROW
agreement with the Bank for the offered mobile banking application.
3. We agree to provide services as per the scope of work and technical specifications of this RFP
through our partner M/s. _____
4. In case the bidder i.e. M/s. _____ is not able to perform
obligations as per RFP 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 RFP, either directly or through mutually agreed third party/any other authorized
partner of ours.
5. With reference to all the components/parts/assemble/software used inside the company
products/Hardware being quoted by us vide your tender cited above, we hereby undertake
that all the components / parts / assembly used inside the company products/Hardware shall
be original new components / parts / assembly / software only, from respective OEMs of the
products and that no refurbished / duplicate / second-hand components / parts / assembly
are being used or shall be used.

6. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT asset including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace the same with new one.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID: Mobile No:

Telephone No.:

Seal of Company:

Union Bank of India

LITIGATION CERTIFICATE

Reg.: RFP for Selection of Vendor for Supply, Deployment Maintenance & Support of Centralized Web based TDS Management Solution

To be provided by Statutory Auditor/Chartered Accountant

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

Date: _____ Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID: Mobile No: Telephone No.:

Seal of Company:

UNDERTAKING FOR NON- BLACKLISTED

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

The Assistant General Manager (Taxation),
Union Bank of India,
6th Floor, Taxation Cell,
Finance & Accounts Department,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai-400021

Sir,

Reg.: RFP for Selection of Vendor for Supply, Deployment Maintenance & Support of Centralized Web based TDS Management Solution

We M/s. _____, a company incorporated under the companies act, 1956/ Partnership firm/LLP with its headquarters at, _____ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years.

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

Thanking You,

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID: Mobile No:
Telephone No.:
Seal of Company:

TURNOVER CERTIFICATE

Reg.: RFP for Selection of Vendor for Supply, Deployment Maintenance & Support of Centralized Web based TDS Management Solution

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s. _____, a company incorporated under the Companies Act, 1956/ the Companies Act 2013/ Partnership firm/LLP with its headquarters at, _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2018-19, 2019-20 & 2020-21.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2018-19			
2019-20			
2020-21			

Date: Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor: Designation:

Email ID: Mobile No: Telephone No.:

Seal of Company:

Proforma for Indicative Commercial Offer**Reg.: RFP for Selection of Vendor for Supply, Deployment Maintenance & Support of Centralized Web based TDS Management Solution**

(To be submitted in bank's e-Procurement online portal only)

Table-A Commercials for providing comprehensive End to End Solution along with the Onsite Resources for the period of 5 years as per terms stipulated in RFP

SI	Particulars	Tentative no. of. branches/offices	Price (₹) for one Year (A)	Price (₹) for Five Year (A*3)
1.	Yearly fee for Branch / Office as TDS Vendor for End-to-end Solution of the Bank)	9000		

NOTES:

1. All Deliverables to be supplied as per RFP requirements provided in the tender document.
2. The service Charges need to include all services mentioned in the RFP.
3. The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
4. Any column left blank by the bidder will result in disqualification of the bid.
5. If there is any calculation error/totaling error, the same shall be recalculated. Unit price will prevail.
6. The PO will be given by Bank as and when required during the entire contract period at the unit rates finalized in Tender process. The total contract price will be determined based on the unit price finalized in the tender process multiplied by the actual no. of. branches & offices determined at the time of Purchase Order and the same will be the final contract price. The final contract price will not be increased/decreased subsequently during the contract period based on the increase/decrease in number of branches/offices. The bidder shall not charge any additional price on account of increase in no. of. branches/offices in future till the contract period of 5 years.
7. Bank may place Orders for any item as and when required during the entire contract period at the unit rates finalized. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
8. The multiplication factor as mentioned in above table (Table A) is only indicative. The actual no. of. branches will be finalized in the purchase order issued by the Bank.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PROFORMA FOR INTEGRITY PACT

To
The Assistant General Manager (Taxation)
Finance & Accounts Department
Union Bank of India
Central Office - Mumbai

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

Dear Sir,

I/We acknowledge that Union Bank of India is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Union Bank of India. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

Integrity Pact

Union Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Central Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400021 hereinafter referred to as “The Principal”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part. And

M/s. _____ having its registered office at _____ hereinafter referred to as “The Bidder/Contractor”, expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

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

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

Section 1- Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal

will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) 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 Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability

or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

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

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

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

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

(1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

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

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

Section 8- Independent External Monitor

- (1) Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure R for strict compliance.
- The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

a. Dr. Meeran Chadha Borwankar, IPS (Retd.),
e-mail- mcborwankar@gmail.com

b. Smt. Bharathi Sivaswami Sihag, IAS (Retd.),
e-mail- bsihag@hotmail.com

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all 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 documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Union Bank of India.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Union Bank of India and recues himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or

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

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

Section 09- Pact Duration

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

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

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

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

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Proforma for the Bank Guarantee
(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Union Bank of India
Finance & Accounts Department
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai - 400021

Dear Sir,

In accordance with your bid reference no. _____

Dated _____ M/s. _____ having its registered office at _____ herein after called ('bidder') wish to participate in the said bid for an irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) Valid up to is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

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

This guarantee shall be irrevocable and shall remain valid up to _____. If any further

extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Union Bank of India, on whose behalf guarantee is issued.

"Not withstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs. _____ Rupees (in words _____).

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2022 at _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID: Mobile No:

Telephone No.:

Seal of Company:

Certificate regarding RFP for selection of vendor for supply, deployment, maintenance & support of Centralized web-based TDS Management Solution

(to be provided on letter head of Bidder)

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

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

Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2021

%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 31.03.2021

%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:

NDA (Non-Disclosure Agreement)

This Confidentiality -cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 2022, between _____ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called 'Service Provider') and Union Bank of India, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Central Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400021 (herein after referred to as 'UBI').

The Service Provider and UBI would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as Per agreement dated _____ (hereinafter referred to a 'Agreement'). In the course of discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesses:-

1. Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing

the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidentiality:

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

(a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

(b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations: The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;

c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

M/s _____ (UBI)

Attn: _____ Attn:

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non- Disclosure of Proprietary Information) will survive for 7 years following the term of the Agreement dated _____.

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8. Damages:

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in

addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous

- a. This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s_____

Authorized Signatory

Shri _____

Designation_____

For Union Bank of India

Authorized Signatory

Shri

Designation

FUNCTIONAL & TECHNICAL SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS

SN	Required Functionalities / Features	BIDDERS'S RESPONSE (YES/NO)	BIDDER'S REMARKS (IF ANY)
1.	Functioning of Software / Hardware / Network etc.	Attached supporting Documents	
2.	Licensing details of Software Solution / Service/ Product	Attached supporting	
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 above mentioned 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	Seamless Integration -The applicable software should be centrally installed at CO level (DC & DR Site) and branch should be capable of accessing the application through Bank's intranet. The central server will be connected with Income Tax CPC as well as with TRACES and other related websites of Income Tax through internet. The application should also be compatible with the Income tax requirement of web-integration.		
14	Application should be able to generate and file return (200000 records per minute) of all the branches of Bank within 2 days.		

15	Must be window based and should be accessible through window 10 and above		
16	Installation of SSL certificates/ replacement of expired SSL certificates with new Certificates & Use/ replacement		
17	The application should be robust enough to handle 12000 concurrent hits which may be expandable to 15000.		
18	The solution should be flexible, modular and expandable to accommodate further upgradation		
19	Vendor should use only licensed version of the software and no pirated software be used.		
20	Certification of the solution provider viz Information Security, Business Continuity, Data Privacy, Quality Management, etc.	Attached supporting Documents	
21	Any other technical related work as and when decided by the Bank.		

S N	Required Functionalities / Features	BIDDERS'S RESPONSE (YES/NO)	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.)		
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 compliance 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	<p>The solution should facilitate:</p> <p>(a) Application should facilitate Centralized generation of Form16/16A duly digitally signed for downloading of TDS certificates by Branch/ Zonal Office/Regional Office/Other offices within the stipulated timeframe.</p> <p>(b) Application should enable disseminating Form 16/16A to customers through registered emails, through INB Portal or any other mode as advised by the Bank.</p> <p>(C) To conduct Financial-Year-wise and quarter-wise filing status enquiry based on different parameters viz PAN, CIF no, Branch Code and Account Number; or any other parameter as advised by the bank from time to time</p>		
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 (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.		
14	Application should be capable of automated emailing process.		
15	The application should be automated complaint resolution through branch based on Complaint Portal to be provided by the software solutions.		
16	<p>Automated process should be available in the application through which branch level work should be performed at HO for</p> <p>A) Verification of all LDC captured by the branches</p> <p>b) Complete data processing should be made at HO on monthly basis</p> <p>c)Automated emails for short deduction invalid pan, Challan, Error etc should be made to branches on monthly basis.</p>		

PARAMETERS FOR TECHNICAL EVALUATION OF TECHNICAL BID

S. No	Parameter	Basis of Evaluation	Marking System		
			Criteria		Max Mark
1.	Credentials - The bidder should have implemented the end-to-end TDS Management Solution as specified in the scope of the present RFP and marks will be allotted based on the number of current implementations and performance of such implementations in Public Sector/ Private Sector Banks in India. Only current & continuing projects/contracts as on the date of RFP Publication will be considered. Expired contracts will not be considered.	Performance Certificate from the Banks clearly mentioning the scope & nature of work performed and period of contract as per Annexure-XIX	Branch strength	Marks per Bank	20 marks
			Banks with branch strength 5000 branches & above	5 marks	
			Banks with branch strength below 5000 branches	2 marks	
2	Seamless Customer Experience Features - a. Facility to centrally distribute Form 16A/ Form 16 directly to customers via various online modes & facilities like by email, internet banking, Whatsapp banking, Mobile Banking, Bank's Corporate Website, Digilocker etc. b. Facility to raise TDS related complaints online directly by customers by various online modes like Bank's corporate website, internet banking, mobile banking etc. Maintaining complete track of the complaints till disposal with status updates.	Marks will be allotted based on the availability of these features in the proposed software product and seamless experience it offers. Committee will evaluate performance of these feature during product demo	Form 16A/ Form 16 online distribution	5 marks	10 marks
			Online customer complaint management facility	5 marks	

3	Presentation & Product Demo - Presentation & product demo covering the proposed implementation plan along with proposed process flow, inter-alia, evaluation of various features of the product as per the scope of work. In case Bank during product demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted and if customization is not required and the feature is readily available then marks shall be allotted.	Presentation & product demo	Demonstration of in-depth understanding of the Bank's project technical and functional requirements as defined in scope of work.	30 marks	30 marks																	
4	Firm / LLP / Company Establishment No of Years as on 31-03-2022.	Certificate of Incorporation.	<table><tr><th>Years of Experience</th><th>Marks</th></tr><tr><td>< 5</td><td>2</td></tr><tr><td>5 to < 7</td><td>5</td></tr><tr><td>7 to < 10</td><td>7</td></tr><tr><td>≥ 10</td><td>10</td></tr></table>	Years of Experience	Marks	< 5	2	5 to < 7	5	7 to < 10	7	≥ 10	10		10							
Years of Experience	Marks																					
< 5	2																					
5 to < 7	5																					
7 to < 10	7																					
≥ 10	10																					
5	Experience in TDS rectification work in Scheduled Commercial Banks (SCB) / Financial Institutions for Bank/Institution as a whole.	Certificate from Banks/FI as per Annexure - XX	<table><tr><th>Years of Experience</th><th>Marks Per Bank</th></tr><tr><td>< 3</td><td>1</td></tr><tr><td>3 to < 5</td><td>3</td></tr><tr><td>≥ 5</td><td>5</td></tr></table>	Years of Experience	Marks Per Bank	< 3	1	3 to < 5	3	≥ 5	5		10									
Years of Experience	Marks Per Bank																					
< 3	1																					
3 to < 5	3																					
≥ 5	5																					
6	Manpower of Firm / LLP / Company. Certificate from Practicing Chartered Accountant.	<table><tr><td colspan="3">2 marks each for professionally qualified* Partners / Director of the Firm / Company (maximum 5 marks)</td></tr><tr><td colspan="3">1 marks for each professionally qualified* staffs with minimum 2 years of TDS/TCS Experience. (maximum 5 marks)</td></tr><tr><td rowspan="4">Other Skilled Staff</td><td>No of Staff</td><td>Marks</td></tr><tr><td>< 25</td><td>0</td></tr><tr><td>25 to < 50</td><td>2</td></tr><tr><td>≥ 50</td><td>5</td></tr><tr><td colspan="3">(maximum 5 marks) *Professionally Qualified staffs means- CA/CS/CMA.</td></tr></table>	2 marks each for professionally qualified* Partners / Director of the Firm / Company (maximum 5 marks)			1 marks for each professionally qualified* staffs with minimum 2 years of TDS/TCS Experience. (maximum 5 marks)			Other Skilled Staff	No of Staff	Marks	< 25	0	25 to < 50	2	≥ 50	5	(maximum 5 marks) *Professionally Qualified staffs means- CA/CS/CMA.				15
2 marks each for professionally qualified* Partners / Director of the Firm / Company (maximum 5 marks)																						
1 marks for each professionally qualified* staffs with minimum 2 years of TDS/TCS Experience. (maximum 5 marks)																						
Other Skilled Staff	No of Staff	Marks																				
	< 25	0																				
	25 to < 50	2																				
	≥ 50	5																				
(maximum 5 marks) *Professionally Qualified staffs means- CA/CS/CMA.																						
7	Software Developer or an authorized partner of OSD (original Software Developer for supply of licenses and solution implementation.	Patent Certificate, Trademark registration	1 marks for each completed years as OSD ½ marks for each completed year for others		05																	

	Total			100
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Note: Hard copy of supporting documents or documentary proof for all the above criteria should be submitted to the CO: Finance & Accounts Department, Union Bank of India, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400021.

*** Soft Copy of presentation to be submitted with the Bank at least 24 hours before the time of the presentation**

Bidders shall submit self-evaluation marks of technical bid strictly as per the parameters specified except for presentation marks as per Annexure XVI along with Bid Documents.

Union Bank of India

Checklist

Sl. N	Particulars	Submitted (Yes/No)	Page
1.	Proof of RFP Cost		
2.	Proof of EMD		
3.	Terms and Conditions (Annexure-I)		
4.	Undertaking By The Bidder (Annexure-II)		
5.	Compliance To Eligibility Criteria (Annexure III) - along with supporting documents as stipulated in RFP		
6.	Bidders Information (Annexure-IV)		
7.	Compliance Statement (Annexure-V)		
8.	MAF from OEM (Annexure-VI)		
9.	Litigation Certificate (Annexure - VII)		
10.	Undertaking For Non-Blacklisted (Annexure - VIII)		
11.	Turnover Certificate by CA(Annexure-IX)		
12.	Commercial Bid (Annexure-X) Separate sealed cover		
13.	Certificate of Incorporation		
14.	Audited Balance Sheets & Profit & Loss Statements		
15.	Integrity Pact (Annexure - XI)		
16.	Annexure - XIII by all the OEMs of Bidder.		
17.	Annexure-XV (Technical specifications & functional requirements response)		
18.	Self-evaluation of Technical Bid as per Annexure - XVI		
19.	Power of Attorney and Copy of Board Resolution		
20.	Labour Law Compliance Undertaking		
21.	Annexure XVIII(a) and Annexure XVIII(b)		
22.	Annexure XIX - Performance certificate end-to-end solution		
23.	Annexure XX - Performance certificate TDS corrections		
24.	Patent Certificate / Trademark registration		

HARDWARE BILL OF MATERIAL (BOM)

Deployment Location	Hardware Item (eg Server or any other item)	Make & Model	Role (eg App Server, DB server, Mgmt Server etc)	No. of VMs or servers	No. of Cores per VM or per server	RAM per VM or per server	Local Usable SAN storage	Any other info/ remarks
DC								
DR								
UAT								

(Please note: this is merely for understanding the sizing, which will be provided by the Bank)

SOFTWARE BILL OF MATERIAL (BOM)

Deployment location	Item	Name & Version	Quantity	To be deployed on which server
DC	OS Licenses			
	Database licenses			
	Middleware licenses			
	Application software License			
	Any other license			
DR	OS Licenses			
	Database licenses			
	Middleware licenses			
	Application software License			
	Any other license			
UAT	OS Licenses			
	Database licenses			
	Middleware licenses			
	Application software License			
	Any other license			

Date:

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

(Please note: this is merely for understanding the sizing, which will be provided by the Bank)

Application must use oracle database & should be compatible with Oracle 19c and its future updates

PERFORMANCE CERTIFICATE FOR END-TO-END E-TDS SOLUTION

To be provided on letter head of the issuing company

The Assistant General Manager (Taxation)

Finance & Accounts Department,

Union Bank of India,

239, Vidhan Bhavan Marg,

Nariman Point, Mumbai - 400021

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

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 directly by email or Banks's corporate website or internet banking or mobile banking etc.
- f. Handling customer complaints for the Bank as a whole centrally from the Head/Central Office.

The period of above contract is _____ 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.:

Seal of Company:

PERFORMANCE CERTIFICATE FOR TDS CORRECTION SERVICES PROVIDED

To be provided on letter head of the issuing company

The Assistant General Manager
(Taxation)
Finance & Accounts Department,
Union Bank of India,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai - 400021

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

Sir,

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

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

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

Date: _____ Place: _____

Signature of Authorized Signatory

Name of Authorized Signatory

Designation:

Email ID: Mobile No:

Telephone No.:

Seal of Company: