

REQUEST FOR PROPOSAL (RFP)

FOR ENGAGEMENT OF TDS CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR TDS COMPLIANCE

RFP REFERENCE NO: UIIC/CFAC/TDS/01/2021-22

DATED 13.04.2022



UNITED INDIA INSURANCE COMPANY LIMITED

CFAC DEPARTMENT

NALANDA, CORPORATE LEARNING CENTRE

No.19, IV Lane, Nungambakkam High Road

CHENNAI- 600034

PHONE: 044-28575251

E-MAIL id : cfac_tax@uiic.co.in

WEBSITE- www.uiic.co.in

COST OF RFP: Rs.1180/- (including GST) per Application

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ENGAGEMENT OF CONSULTANT FOR TDS/TCS COMPLIANCE

BID DETAILS

RFP REFERENCE	UIIC/CFAC/TDS/01/2021-22 dated 13.04.2022
PURPOSE	Request for proposal for providing end to end solution for TDS/TCS compliance
NAME OF DEPARTMENT	CFAC
DATE OF ISSUE/ POSTING OF TENDER DOCUMENT ON WEB SITE	13.04.2022
LAST DATE AND TIME FOR SUBMISSION OF QUERIES BY EMAIL	20.04.2022 17:00 Hrs IST
LAST DATE AND TIME FOR UPLOADING OF CORRIGENDUM FOR QUERIES	21.04.2022 11:00 Hrs IST
LAST DATE AND TIME FOR SUBMISSION OF BIDDING DOCUMENTS INCLUDING TECHNICAL AND FINANCIAL BID	28.04.2022 15:00 Hrs IST
ADDRESS FOR SUBMISSION OF TECHNICAL BID	<p>CHIEF MANAGER CFAC Department United India Insurance Co Ltd No.19, IV Lane, Nungambakkam High Road, Chennai- 600034 PHONE: 044-28575251/28575308 Mobile: 9605760654/9894296350 (14th April 2022 and 15th April 2022 are public holidays and owing to the same Bid Venue will be closed)</p>
DATE AND TIME FOR OPENING OF TECHNICAL BID	28.04.2022 15:30 Hrs IST
PLACE OF OPENING OF TECHNICAL BID	<p>United India Insurance Co Ltd No.19, IV Lane, Nungambakkam High Road, Chennai- 600034</p>
	<p>Representatives of Bidders may be present during opening of Technical Bid. However, Technical Bids would be opened even in the absence of any or all of the bidder's representatives. No separate Communication will be sent in this regard.</p>
TENDER APPLICATION FEE- COST OF RFP	Rs.1180 (Rs.1000 plus GST Rs.180/-) payable by way of NEFT. Bank Account details are given below

EARNEST MONEY DEPOSIT	Rs.50,000/- (Rupees fifty Thousand only) in the form of Demand Draft in favour of "UNITED INDIA INSURANCE COMPANY LIMITED" Payable at Chennai OR by way of NEFT to Bank of America A/c of United India Insurance Company Limited. DD for EMD/Details of transfer by NEFT should be enclosed in a separate cover. In Case of NEFT, amount should be received by the Company before the time and date specified above for submission of Technical bid.
NEFT DETAILS for payment of EARNEST MONEY DEPOSIT AND RFP Fees	Beneficiary Name: United India Insurance Company Ltd Bank Details: IndusInd Bank, Nungambakkam AccountNumber: 200999095210000100TDSRFP IFSC Code : INDB0000007
ANNOUNCEMENT OF QUALIFIED TECHNICAL BIDDER AND OPENING OF COMMERCIAL BID	04.05.2022 15:00 Hrs IST
Email- ID	cfac_tax@uiic.co.in
Website and link	http://www.uiic.co.in http://www.uiic.co.in//tender

Note: 1.The bid is not transferable.

2. The above dates are tentative and subject to change without prior notice or Intimation. Bidders should check website www.uiic.co.in for any changes/addendum to above dates and or any other change to this RFP.

3. If a holiday is declared on the date/s mentioned above, the Bids shall be received /opened on the next working day at the same time and venue specified unless communicated otherwise.

4. The Venue for opening of Bids is subject to change at the discretion of United India Insurance Company Limited and any change of venue will be intimated to the bidders by way of corrigendum.

5. Only bidders who qualify in the technical bid will be called for pre-commercial bid presentation.

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document/Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of UIIC is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which information is provided.

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

UIIC and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. The information contained in this RFP document is selective and UIIC may in its absolute discretion, but without being under any obligation to do so, update, modify, amend or supplement the information in this RFP Document.

The UIIC also accepts no liability of any nature whether from negligence or otherwise, however arising from reliance of any bidder upon the statements contained in this RFP.

The issue of the RFP does not imply that the UIIC is bound to select a bidder or to appoint the selected bidder, as the case may be, for the project and the Company reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without being liable to any loss that bidder might suffer due to such reason.

The decision of UIIC shall be final, conclusive and binding on all parties/bidders directly or indirectly connected with bidding process.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the company or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

INTRODUCTION

United India Insurance Company Limited is one of the leading public sector general insurance company in India with a network of around 1750 offices consisting of 30 regional offices, 6 Large Corporate Business(LCBs), 451 Divisional offices, spread all over India. The company has one fully owned subsidiary and two Associate Companies. The company offers wide range of products relating to General Insurance both to corporates and retail customers.

PURPOSE

Company intends to have an end-to-end solution relating to centralized TDS/TCS compliance and ensuring strict compliance to relevant Income Tax provisions. TDS is being deducted at operating offices and further is accounted at Regional office/LCBs. At present, Regional Offices are remitting TDS/TCS and filing TDS/TCS returns for all offices under their control in the TAN number of the Regional Office and LCBs is doing tax compliance on its own under their TAN number. The Consultant will take care of filing of TDS/TCS returns and issuance of form 16/16A/other statutory forms and provide all the required inputs for the preparation of Annual Tax Audit reports as per provisions of Income Tax Act and rules made thereunder from time to time.

The Company intends to have a consultant who can provide web based solutions to streamline the TDS/TCS compliance process in the organization.

The Company requires Enterprise level End to End solution to file various TDS/TCS returns in compliance with the Income Tax guidelines.

The Company invites bids from experienced and reputed TDS Consultant firms (hereinafter referred to as 'Bidder') having requisite software solution / application and technical expertise for "Providing End To End Solution for switching to a Centralized Web Based E-TDS System and ensuring compliance to Tax Provisions under Income Tax Act" for UIIC.

DEFINITIONS

1. Company/UIIC shall mean "United India Insurance Company Limited" constituted under the General Insurance Business (Nationalization) Act, 1972.
2. LCB means Large Corporate Broker Cell Office which is an operating office to service to large corporate clients. TDS/TCS Compliances are handled at LCB itself and is not attached to any regional Office.
3. "Bidder/Applicant/Consultant" means the entity or Firm who is submitting its proposal for providing services to company in response to this RFP document.
4. Operating office means all offices coming under the control of Regional office
5. TDS means Tax Deducted at Source
6. TCS means Tax Collected at Source
7. "Partner" means a professional sharing profit/(loss) in any firm/LLP as defined under Partnership Act, 1932 and/or Limited Liability Partnership Act, 2008.
8. "Director" means whole time director of a Private Limited Company, the Company which is incorporated for the purpose of providing end to end solutions for Tax Compliance
9. "Personnel/ Professional" means full time staff with minimum qualification of Chartered Accountant as per The Chartered Accountants Act, 1949 and on the payroll of the bidder.
10. "Proposal/Bid" means the technical proposal and the commercial/financial proposal.
11. "RFP" means this "Request For Proposal" prepared by UIIC for the selection of bidder.

12. Assignment/Job means the work to be performed by the consultant pursuant to the contract.
13. "Terms of Reference/Deliverables" means the scope of work, activities and task to be performed by the consultant pursuant to the contract.
14. "Contract" means the contract signed by the successful bidder and UIIC and all the attached documents and the appendices.

BID INVITATION

1) THE PROPOSAL

- 1.1. UIIC intends to engage suitable consultant of repute and proven track record to assist the company in administering TDS/TCS compliance in the organization and ensuring strict compliance to relevant IT provisions.
- 1.2. Bidders can depute their representatives to attend the bid opening. The representative has to submit an authorization letter in the prescribed format as per Annexure G duly signed by the bidder, authorizing him to represent and attend bid opening process on behalf of the bidder. The name of the bidders qualified under technical evaluation will be announced only after the evaluation process by the Committee. Bidders may attend the Bid opening by visiting the Company premises.

2) BIDDERS ELIGIBILITY CRITERIA

The applicants must fulfill the eligibility criteria detailed in Annexure I. Proposals of only those applicants who satisfy these conditions will be considered for evaluation process. Applications which do not satisfy the eligibility criteria will be rejected without assigning any reason whatsoever. The detailed information relating to particulars of the bidder is to be given as per Annexure F.

3) SELECTION CRITERIA

There will be a two stage bidding process i.e. Technical Bid & Commercial Bid which shall be submitted by the bidder. The Committee for short listing the bidder constituted by the Company shall scrutinize, evaluate the bids on the basis of the evaluation process as mentioned in Point no. 6 of General Conditions and shortlist the firms and recommend to the Chairman cum Managing Director for approval of appointment, terms and conditions, fees payable. The decision of Chairman cum Managing Director shall be final, conclusive and binding.

4) EARNEST MONEY (EMD)

The bidders shall have to deposit refundable earnest money of Rs. 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft favoring "United India Insurance Company Limited" payable at Chennai or NEFT to Indus Ind Bank Account of United India Insurance Company Limited and shall form part of the Technical Bid. No interest shall be payable on the Earnest Money Deposit.

The bid, without earnest money deposit would be considered as non-responsive, incomplete and shall be rejected.

Any decision in this regard taken by the company shall be final, conclusive and binding on the bidder.

The earnest money will be refunded to the unsuccessful bidders as early as possible after satisfactory award of the contract to the successful bidder.

The EMD of the selected consultant shall be refunded only after successful completion of contract/agreement. Selected consultant will have to give an undertaking to maintain confidentiality of the information/documents obtained by them during the course of the assignment as per Annexure E.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future for three years in respect of all RFP's floated by the company during that period.

5) BID VALIDITY PERIOD

The proposal will be valid for 180 days after the closing date for submission of bid i.e. 28.04.2022. A bid valid for shorter period shall be rejected by UIIC as non-responsive. Any decision in this regard by UIIC shall be final, conclusive and binding on the bidder.

6) CLARIFICATION

Bidders may request for clarification within the timelines mentioned in Bid details of the RFP document through email to cfac_tax@uiic.co.in.

7) AMENDMENT

At any time before the submission of proposal, UIIC may at its discretion, amend the RFP including extension of the deadline for the submission of proposals. Any such amendment will be notified on the website <http://www.uiic.co.in> and will be binding on all the bidders. It may be noted that any such amendment will not be communicated to the bidder individually. Hence interested applicants are advised to frequently visit the website for updating themselves about changes, if any, made in the RFP before the bid submission date.

8) Request for Proposal (RFP)

The RFP document can be downloaded from the company website www.uiic.co.in. The bidder will have to pay along with Technical offer, a non-refundable fee of Rs.1180/- (Rupees One thousand one hundred eight hundred only) (inclusive of GST) in the form of a Demand Draft issued by scheduled commercial bank favoring United India Insurance Company Limited payable at Chennai / NEFT to Indus Ind Bank A/c of United India Insurance Company Limited.

Bids not accompanied by the Demand Draft/proof of NEFT of requisite amount shall be out-rightly rejected.

9) No Bidder/Applicant/Consultant shall submit more than one application for the consultancy.

10) The proposal as well as all related correspondence exchanged by the bidder and the company shall be in English Language.

SCOPE OF WORK

The objective of this assignment is to work with UIIC in an advisory capacity to streamline the process of TDS/TCS filing and have uniformity in approach by filing TDS/TCS return for Regional office/LCBs. The Company may open in future few more offices and the bidder has to provide the services at such offices without any extra cost to the Company.

Terms of Reference/ Deliverables are as under:

- The selected bidder should provide end to end solution for TDS/TCS compliance to Company from TDS/TCS filing to issuance of TDS/TCS certificates, handling of requests/complaints of Regional offices/LCBs for any years including past financial years. 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 offices.
- The selected bidder will have to undertake filing of TDS/TCS remitted under different sections and ensuring timely filing of all TDS/TCS returns viz. 24Q, 26Q, 27Q etc for all the TAN numbers of Regional Offices/LCBs.
- The selected bidder should undertake unlimited correction under TDS/TCS returns/revision of form 24Q, 26Q, 27 Q etc including the correction requests arising from the returns which were filed earlier by the operating offices, under various TAN numbers which are not operational now.
- The rectification procedure for all defaults present in the TAN numbers, if any, to be carried out by the selected Bidder.
- The selected Bidder will file Nil TDS return for the TAN numbers of the operating offices(other than Regional Offices/LCBs) which are not functional now, until all required rectification/revision of previous year/current year has been carried out for its all TAN.
- The selected bidder should undertake data validation exercise every month before payment of TDS/TCS and confirm the amount to be paid under the TAN of the Regional office/LCBs.
- The validation report confirming the amount to be paid should be delivered to Regional Offices/LCBs atleast within second last day before the due date for remittance.
- The selected bidder should provide TDS/TCS certificates viz. Form 16 / 16A for all offices of the Company
- The selected bidder should assist the Company in Tax Audit compliance.
- The selected bidder should handle TDS demand notices raised from the authorities and get the matter closed by assisting in proper compliance.
- The selected bidder has to comply with all the TDS/TCS guideline mentioned/stipulated by Income Tax Department/RBI/CBDT/any other statutory/regulatory body from time to time without any additional cost.
- The selected bidder will 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 for compliance of various income tax provisions, like section 206AB, 139AA, etc.
- The selected bidder should have a software solution which includes a provision of Dash Board which displays filing status, records in errors, PAN not available cases, error records with

reasons, consol file status, challan utilization and other parameters required by the Company from time to time.

- The Software solution should be capable to maintain the database of all the downloaded form no.16/16A/other Forms related to TDS/TCS in PDF format, which can be accessed by the Company subsequently.
- The selected bidder should share API and/or any other technical assistance for seamless integration of the company's application with the Income Tax site and/or its attached portals and assist in ensuring its effective deployment.
- The selected bidder should ensure to deploy sufficient qualified resource persons for off site support to assist the Head Office/Regional offices/LCBs in complying with the above scope of work within the statutory timelines.
- The selected bidder should undertake any other service relating to TDS centralization and compliance assigned by the Company from time to time.

GENERAL CONDITIONS

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

1. Two Stage Bidding Process:

The bidder will submit its response to the present RFP separately in two parts - "The Technical Bid" and "The Commercial Bid".

Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information. In the first stage, only the Technical Bids will be opened in the presence of the bidders. The Bids will be evaluated as per the criteria determined by the company and only technically qualified bids will be considered for further evaluation. The company may at its discretion invite the bidders for presentation before the selection committee of the company. Those bidders satisfying the technical requirements as determined by the company shall be short-listed for opening their Commercial Bid.

The evaluation procedures to be adopted in the Technical bidding will be at the sole discretion of UIIC and UIIC is not liable to disclose either the criteria or the evaluation report or reasoning to the bidder. The eligible bidder, who would qualify the technical bid as per the eligibility criteria given in point no 6(six) of general condition would be informed by UIIC through e-mail.

The company reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

The cost of bidding and submission of RFP documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the process.

2. Non transferable bid

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. Outsourcing of any work allotted on selection of bidder will not be allowed.

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

3. Format and signing of Bid

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

4. Technical Bid

- a) Description of the methodology and work plan for performing the assignment.
- b) List of the key professionals and the support staff for the assignment.
- c) Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help UIIC to assess the capabilities of the consultant.

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

5. Commercial Bid

The Commercial bid should be submitted strictly in the format given by the company as Annexure D of this document along with covering letter as per Annexure C and should not have any deviations, restrictive statements therein otherwise, such bids are liable to be rejected at the sole discretion of the Company. The price shall be quoted in Indian Currency only and shall be all inclusive. No separate fees/reimbursements other than applicable taxes at the time of payment shall be made by the company.

6. Evaluation Criteria

I. Technical bids will be subjected to an evaluation process as detailed in Annexure J.

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

II. Criterion for evaluation of Commercial bids:

On opening of the financial bid, the successful Technical bids will be graded as L1, L2, and L3. where L1 bidder is the one who has quoted the lowest cost proposal.

III. Final selection

Bidders who achieve overall score of 60% & above in Technical evaluation will qualify for the next stage of evaluation i.e. Financial bid evaluation.

For final award of the assignment, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores respectively, according to the formula for those found qualified in the technical bidding.

Example, combined score of bidder A = 70 (Technical score of bidder A/Highest Technical score of all qualified Bidders) + 30 (Lowest financial bid of all qualified bids/commercial bid of bidder A).

Shortlisted consultants will be ranked on the basis of the above combined score. The consultant securing highest combined score shall be recommended for award of the contract.

For example,

Three consultants namely A, B, C participated in the Bid process and their Technical scores are as under A = 71, B = 80 and C = 75

After converting them into percentile, we get

$$A = (71/80) * 100 = 88.75$$

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

$$C = (75/80) * 100 = 93.75$$

The quoted prices for consultants are as under:

$$A = \text{Rs.}8000, B = \text{Rs.}9000 \text{ and } C = \text{Rs.}10000$$

The final cost = (lowest cost quoted in price bid, in this case is Rs. 8000) quoted by the Bidder converted into percentile score shall be as under.

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

$$B = (8000/9000)*100 = 89$$

$$C = (8000/10000)*100 = 80$$

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

$$A = (88.75*0.7) + (100*0.3) = 92.125$$

$$B = (100*0.7) + (89*0.3) = 96.7$$

$$C = (93.75*0.7) + (80*0.3) = 89.625$$

The offer of B having the highest score shall be selected.

In case the number of bidders in the technical evaluation stage is 2 or less than 2, the Company reserves the right to proceed further and is at UIIC discretion to choose the top 2 scorers or continue with the sole qualifier. This shall be applicable at Financial bid evaluation stage also.

Note: The RFP issued warrants the bidder to be equipped with both professional and Information technology competence that can cater to huge volume of transactions. This is a service which is considered niche in the market and therefore Company reserves the right to continue with the sole qualifier of the bid.

7) Hand holding of the project

1 dedicated qualified professional supported by minimum of 7 support staffs and one person as a single point of contact for all queries and support should be servicing the project and capable of addressing all our normal queries within 3 hours and in case of emergencies / crises immediately but not later than 2 hours.

8) Clarification of Bids

During evaluation of bids, if found necessary, the company may seek clarification on the bid from the bidder. The request for clarification and the response shall be in writing/ e - mail.

9) Notification of Award

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

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

**The Chief Manager
CFAC Department
UNITED INDIA INSURANCE COMPANY LIMITED
No.19, IV Lane, Nungambakkam High Road
CHENNAI- 600034**

The written offer of contract/ service order issued to the successful bidder need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

10) Signing of Contract/Agreement

The successful bidder/consultant will be required to enter into an Agreement/ Contract as per company prescribed format within 7 days from the date of acceptance by the successful bidder of the offer of the UIIC.

The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder/Consultant shall be forfeited by the company without further notice to the successful bidder/ consultant. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 15 days from the date of execution of the Agreement/Contract will result in termination of the Agreement/ contract. In case of termination of the Agreement/Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 days from the date of execution of the agreement, in addition to the termination of the contract, UIIC shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the company.

11) Performance Guarantee by Successful Bidder

On receipt of the order, the successful bidder has to submit a Performance Bank Guarantee in the format prescribed by the company for an amount equivalent to 25% of the order, within one week's time, from the date of acceptance which may be extended with mutual consultation. However, if at any stage it is found that there has been considerable delay in disposing the matters and maintaining the specific timelines, the company shall deduct the 2% of the fee payable as penalty.

12) Period of Assignment

The assignment shall be valid for a period of three years from the date of agreement with an option at the discretion of UIIC for a further extension of one or more years on same terms and conditions

Any extension of the completion date due to unforeseen delays shall be by mutual consent.

If the consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. UIIC reserves its right to cancel the order in the event of delay and forfeit the Earnest Money Deposit (EMD).

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

13) Payment Terms

The terms of the payment will be as under:

Quarterly payment, after completion of filing of returns of that quarter

All payments are inclusive of applicable taxes and subject to deduction of TDS and GST TDS as applicable from time to time.

14) UIIC reserves the right to the following:

- a) Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- b) Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated in Point No 13 above.
- c) Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d) Extend the time for submission of proposal.

- e) Modify the RFP document, by an amendment that would be notified on the company website.
- f) To independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended GST services for similar assignment.
- g) Modify the time period stipulated in Point No. 12 above for completion of assignment during the execution of assignment if it deems fit.

15) Other Instructions

- a) The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the qualification criteria and should have been involved in a similar assignment.
- b) The consultant selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- c) The Consultant selected for the assignment should treat as confidential all data and information about the company obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data/ information to any other party without the prior written approval of the company.
- d) 1 dedicated qualified professional supported by minimum 7 support staffs and one person as a single point of contact should be servicing the project and capable of addressing all our normal queries within 3 hours and in case of emergencies / crisis immediately but not later than 2 hours.
- e) The proposal should be submitted strictly in the formats provided in this RFP document.
- f) The proposal should be free of overwriting/ corrections/alterations.
- g) The proposals and related Annexure should be signed by the authorized representative/s of the Consultant. The executant's authority to represent and bind the consultation firm must be confirmed by a written authority letter issued by the competent authority of the consultant firm accompanying the proposal.
- h) All bids and supporting documentation shall be submitted in English only.
- i) UIIC will not return the bids/responses to the RFP received. The information provided by the bidder/s to UIIC will be held in confidence and will be used for the sole purpose of evaluation of bids.
- j) It is hereby clarified that the bid response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective bid/ response to the RFP void and the same shall be liable to be rejected by UIIC without further going into the merits of the RFP. It is also clarified that in case of any difference/change between bid/ response to the RFP document submitted by the participant and the RFP document maintained by UIIC, the RFP document maintained at UIIC would be considered as authentic and binding on the participant.
- k) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders/their representatives, who choose to attend it through Video Conferencing.

16) Compliance Confirmation

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

17) Undertaking by Consultant

The consultant shall furnish the following undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilt or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or our CEO, directors/managers/partners and if it arises we will intimate UIIC of the same".

18) Indemnity

The bidder agrees to indemnify and keep indemnified, defend and hold harmless UIIC and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of assignment, which result from, arise in connection with or are related in any way to claims by third parties/ regulators, arising out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the agreement/contract; infringement of Intellectual Property Rights (IPR) of UIIC, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

- a) For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- b) In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.
- c) The responsibility to indemnify set forth in this clause shall survive the termination of this agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- d) The selected bidder has to execute a deed of indemnity as per the prescribed conditions given above.

18) Confidentiality

This document contains confidential and proprietary information of UIIC and is not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person.

The consultant selected for the assignment should treat as confidential all data and information about UIIC obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data /information to any other party without the prior written approval of UIIC. Further, the bidder will be exposed by virtue of the assignment, to the internal business and accounts related information of UIIC. Accordingly, the selected bidder will have to sign a legal non-disclosure agreement in the format prescribed in Annexure E.

19) Order Cancellation

A suitable clause for termination by giving notice will be incorporated in the final agreement.

UIIC reserves its right to cancel the order in the event of one or more of the following situations:

- a) On refusal to take up the allotted assignment.
- b) Unnecessary or unwarranted delay in execution of the work allotted.
- c) Delay in providing the requisite manpower as stipulated in the RFP.
- d) Delay in submission of reports beyond the stipulated periods.
- e) Breach of trust is noticed during any stage of the consultancy assignment.
- f) If the firm stands dissolved /reconstituted or the name/ style of the firm is changed.
- g) If the firm has been banned/declared ineligible for corrupt and fraudulent practices by Central/State Government/Statutory/Professional bodies
- h) Any other reason at the discretion of UIIC

In addition to the cancellation of order, UIIC reserves the right to appropriate the damages from the Earnest Money Deposit (EMD) given by the bidder and/or foreclose the Bank guarantee given by the bidder. In such event the order shall be passed to technically qualified L-2 bidder, provided L-2 is prepared to match prices and other terms & conditions.

20) Publicity

Any publicity by the bidder in which the name of UIIC is to be used, should be done only with the explicitly written permission of UIIC.

21) Force Majeure

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

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

22) Resolution of Disputes

UIIC and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, UIIC and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by UIIC and the other to be nominated by the bidder. In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Chennai.

23) Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

24) Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Chennai.

Deputy General Manager- Finance
Head office- UIIC

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

Annexure: A

(Covering letter of Technical offer)

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head Office
No.19, IV Lane, Nungambakkam High Road
Chennai- 600034

Dear Sir,

Sub: RFP for Engagement of TDS Consultant

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for providing end-to-end solution and services for TDS/TCS Compliance as detailed in your above-referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer. The offer shall be binding on us up to 180 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

Name

Designation,

Seal of the firm/company

Encl: Technical Offer in sealed envelope.

Annexure B

PROPOSAL FORM

(To be included in Technical Proposal Envelope)

Dear Sir,

Date:

Request For Proposal

"RFP-For Engagement of TDS Consultant " Reference Number UIIC/CFAC/TDS/01/2021-22

Having examined the RFP Document, we, the undersigned, offer our services to provide consultancy services for end-to-end solution for TDS/TCS Compliance in the company in conformity with the requirements mentioned in said RFP documents.

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

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

We hereby acknowledge and unconditionally accept that UIIC may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the consultants.

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

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sisters concern or our CEO, Directors/ Managers/ Employees and if it arises we will intimate UIIC of the same.

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

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

Dated this day of 2022

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure C

(To be furnished in the company's letter head)

Commercial Offer

(To be submitted in sealed envelope)

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head office
No.19, IV Lane, Nungambakkam High Road
Chennai- 600034

Dear Sir/Madam,

We the undersigned offer to provide our services for end-to-end solution for TDS Compliance for in accordance with your RFP dated _____.

We undertake to deliver all deliverables as laid out in the RFP and agree to abide by the terms and conditions of RFP.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period one eighty (180) days of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.

Annexure D
COMMERCIAL BID
(To be included in Commercial Proposal Envelope)

Dear Sir,

Request for Proposal

"RFP – For Engagement of TDS Consultant

"Reference Number RFP UIIC/CFAC/TDS/01/2021-22 dated 13.04.2022

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

Particulars	Consultancy Fee (Rs.)	
	In Figures	In Words
Consultancy charges for providing services as per scope of work mentioned in RFP document		

Terms and Conditions –

- 1) The above quoted fee is all inclusive.
- 2) The Commercial bid is exclusive of all applicable taxes

Dated this day of 2022

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure E

Undertaking from the bidder on their company's letter head

We (and our employees) shall not, unless UIIC gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, to any person other than a person employed by the bidder in the performance of the proposal and/or contract. In case of consortium proposals, all members of the consortium shall ensure the above. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the company make use of any document or information given by the user, except for purposes of performing the contract award.

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

Signature and seal of authorized person

Date:

Place:

Annexure F

Profile of Partners/Directors/Professional Staff

- S.No Particulars
1. Name of the person
 2. Office address
 3. E-mail ID
 4. Phone number office/Mobile
 5. Date since working in the Firm
 6. Professional Qualification with Membership Number
 7. Present Designation
 8. Experience

Nature of Consultancy services in respect of providing end to end solution and services for TDS compliance			
S No	Name of Organization	Brief Details of scope of work	Period (From-----To)
1			
2			
3			
4			

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

Dated this day of 2022

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure: G

(To be furnished in the company's letter head)

AUTHORIZATION LETTER FORMAT

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head Office
No.19, IV Lane, Nungambakkam High Road
Chennai- 600034

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

This has reference to your RFP for engagement of TDS Consultant, Mr./Miss/Ms.
_____ is hereby authorized to attend the bid opening of the above RFP.

Dated _____ on _____ on behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below:

Signature of Authorizing Authority Signature of Attesting Authority

Name of Authorizing Authority Name of Attesting Authority

Annexure H

TECHNICAL BID

Request for Proposal

"RFP – Engagement of TDS Consultant"

Reference Number – UIIC/CFAC/TDS/01/2021-22

Particulars	Details to be furnished for the particulars	Details of Enclosures to be submitted
Name of the Firm/Company		
Address of Registered Office		
Country of Incorporation		
Date of incorporation of the firm/Company and Registration Number		
Telephone/Mobile		
E mail address		
Names of Partners/Directors		
Number of CA/ICWA Employees		
Name and contact Details and E-mail Id of the Nodal Person.		

<p>Name and Designation of the person authorised to make commitments to the company</p> <p>Name</p> <p>Designation</p> <p>Contact No</p> <p>Mobile No</p> <p>Email ID</p>		
<p>Presence and locations of offices in India</p>		
<p>Number of persons who are proposed to be associated for executing the assignment.</p>		
<p>Details of TDS Centralization and providing end to end TDS solution services provided by the firm to banks in India</p>		<p>Details of credentials, with letter from respective organisations supporting the same. Give scope of work for each assignment. Email confirmation from client suggesting receipt of services along with scope of work will be accepted</p>
<p>Details of TDS Centralization and providing end to end TDS solution services provided by the firm to Insurance companies in India</p>		<p>Details of credentials, with letter from respective organisations supporting the same. Give scope of work for each assignment. Email confirmation from client suggesting receipt of services along with scope of work will be accepted</p>
<p>References of at least 3 major clients</p>	<p>Name</p> <p>Address</p> <p>Designation</p> <p>Contact Phone No</p> <p>Email ID</p>	

Past Credentials of the consultant		
Details of the similar works completed/under execution with the name and location of the client and number of their branches.		Nature of project, services Delivered/rendered, scope of the services provided, value/cost of the project and duration of the project. Details of the client and evidence letter from the client
Name, address and account Number of Bidder's banker		
Details of EMD paid through Demand Draft dated Bank Drawn on Branch Amount -- Rs. Or NEFT details UTR No – Date -		
PAN NO GST REGN NO		

Dated This -----day of -----2022

(Signature)

(In the capacity of)

Duly Authorised to sign proposal for and behalf of ----

Annexure I
Eligibility Criteria

Bidders meeting the following criteria only are eligible to submit their bids along with the supporting documents. The supporting documents are to be serially numbered and arranged sequentially in the order given in the table below. If the bid is not accompanied by the required documents supporting the eligibility criteria, the same will be rejected.

Part-I Mandatory Eligibility Criteria

SI.No	Eligibility Criteria	Document to be enclosed
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under the applicable Act in India and should have standing of minimum 8 Years as on 31.03.2022	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder must have an average turnover of minimum Rs.10 crore during the last 03 (three) financial year(s)	Copy of the audited financial statement for required financial years.
3.	Bidder should have experience of a minimum of 3 years in providing the Software Solution/services in TDS (End to End) Compliances for minimum 3 Public Sector Undertaking having units/branches more than 2000. (Note-1)	Copy of Work order and/or Completion Certificate from the Head office of PSU's/Government need to be submitted.
4.	The Bidder should have at least 10 qualified professional staff as on date of submission of bid	The list of professionals including partners/directors and their bio data along with the Membership Certificate of ICAI. Details of persons who will form the team for the proposed assignment is to be submitted in the prescribed format given in Annexure F.
5.	Client references and contact details (email/landline/ mobile) of clients for whom the Bidder has executed similar projects in India. (At least 5 client references are required)	Bidder should specifically confirm on their letterhead in this regard.
6.	The Bidder should be the Owner of any Software Solution for Taxation Compliances.	Self-Certificate to be attached and the same should be Listed on NSDL Site. Trademark Registration in name of company is mandatory.
7.	The Bidder should have TIN-FC registration in the name of the Company.	Copy of the relevant certificate needs to be submitted

8.	The firm should not be banned/declared ineligible for corrupt and fraudulent practices by Central/State Government/Professional bodies as on the date of submission of RFP	Undertaking by the applicant firm
9.	The firm should not have any disciplinary proceedings pending against the applicant firm or any of its partners / directors	Undertaking by the applicant firm
10	The bidder should have E Return Intermediary licence valid as on the date of tender	Copy of the relevant certificate needs to be submitted

Note 1:

- It is mandatory for the bidder that they have served to all the Units of the Organization (which should be a minimum of 2000), individual return filing of Head office/Branch TAN will not be considered as compliance to the whole organization.
- End to End Compliance means Software application along with dedicated resources for payment, filing of returns, handling of grievances, etc. provided to the organization.

Note : If any of the above information/statements are found to be untrue, the company reserves the right to reject the bid without assigning any reason whatsoever.

ANNEXURE J

S No	Parameter	Basis of evaluation	Marking System			
			Criteria			Max marks
1	Years of Experience in handling End to End TDS compliances of PSUs/Units/Branches.	Purchase Orders from PSUs at the H.O. level.	Units/ Branches	Marks for 1 year	Max Marks	20
			<1000	0	0	
			1000<1500	0.5	2	
			1500<2500	1	4	
			2500 to 5000	2	8	
			More than 5000	5	20	
2	Utility for bulk uploading the data in the Income Tax site/ TRACES site/TIN facilitation Centre.	Certificate from PSUs/Banks/ FIs.	Utility for bulk uploading the data in the income tax site/TRACES site/TIN facilitation Centre.			10
3	Doing Centralization & Rectification of TDS Default –Number of PSUs where the bidder is successfully implementing/Implemented the end-to-end TDS Solution. (Minimum 2000 Branches will only be considered)	Client Credential Letter/ Completion Certificate stating the status of implementation.	<u>Doing successful TDS Centralisation (10)</u> 2 Marks for each PSU maximum of 10 marks.			10
			<u>Doing successful TDS Default Rectification (20):</u> 4 Marks for each PSU maximum of 20 marks			20
4	Adequacy of manpower to take care of Company's requirements for successful implementation		2 Marks for each Professional staff maximum of 10 marks.			10
			"Professional Staff" means full-time staff with minimum qualification of Chartered Accountant/Cost Accountant on the payroll of the bidder firm			
5	Presentation covering the aspects of the software/utility to be used and plan proposed to cover the scope of work provided.		Shall be evaluated by the internal Committee formed by Company for this purpose			30
	TOTAL					100