

INDIAN BANK
(A Government of India Undertaking)

REQUEST FOR PROPOSAL (RFP)

FOR

**PROVIDING END TO END SOLUTION FOR
SWITCHING TO A CENTRALIZED WEB BASED E-TDS SYSTEM
AND ENSURING COMPLIANCE TO TAX PROVISIONS**

Ref. No. IB/ACCOUNTS/RFP/TDS/01/2019-20

Date of Issue: 06.06.2019

Issued by

**INDIAN BANK
ACCOUNTS DEPARTMENT, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI, CHENNAI-600014**

Phone: 044-28134340, 28134447, 28134538; Fax: 044-28134107

Website: www.indianbank.in; Email- hoaccounts@indianbank.co.in

[Non Refundable Bid Fee of Rs. 25000/- (Rs. Twenty five thousand Only)]

	This document is meant for the exclusive purpose of Bidding as per the Specifications, Terms,	
	Conditions and Scope indicated and shall not be transferred, reproduced or otherwise used for	
	purposes other than for which it is specifically issued.	



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KEY INFORMATION

1.	RFP reference	IB/ACCOUNTS/RFP/TDS/01/2019-20
2.	Department Name	Accounts Department
3.	Purpose	For supply of end to end solution to TDS related compliance with regard to filing of Form 26Q, Form 27Q, Form 15G, Form 15H, Form 61/61A & B etc including carrying out rectification of past TDS defaults / streamlining of tax audit
4.	Tender Details	Request for Proposal (RFP) 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
5.	Mode of Tender	Offline Technical Bid and online reverse auction for commercial bid. It is mandatory for Bidders to submit the Technical Bid and indicative Commercial Bid in two different envelopes in Physical Documents.
6.	Type of Contract	Supply of end to end solution for entire TDS administration including rectification of past TDS defaults, ensuring Compliance to Income Tax provisions under Income Tax Act and streamlining Tax Audit
7.	Bidding type	Open Bid
8.	Consortium	Not allowed
9.	Download Tender documents	Tender document can be downloaded from our Bank's Website www.indianbank.in and the Tender document fee needs to be submitted along with the technical bid.
Important Dates		
	Date of commencement of downloading RFP	06.06.2019 01:00 PM IST
	Last Date and time for submission of Pre Bid queries by e mail	11.06.2019 05:00 PM IST hoaccounts@indianbank.co.in
	Date of pre bid meeting with the bidders	12.06.2019 11:00 AM IST
	Last date of time of submission of Bid (Technical Bid and indicative Commercial bid in two separate envelopes in physical form)	21.06.2019 03:00 PM IST
	Date & time of opening Technical bids	21.06.2019 03.30 PM IST
	Date & Time for Presentation by bidders	Will be informed to eligible bidders after initial scrutiny of bids
	Date & Time of Reverse Auction	Will be informed to all eligible bidders after final



		evaluation of bids
	Place of submission / opening of bids	Expenditure Department, Indian Bank, Corporate Office 2nd Floor, Accounts Department, C Wing 254-260, Avvai Shanmugam Salai, Chennai – 600014
	Place for making presentation	Accounts Department, Indian Bank Corporate Office 2nd Floor, C Wing 254-260, Avvai Shanmugam Salai, Chennai – 600014

Details of payment		
14.	Cost of RFP (Non-refundable)	Demand Draft for Rs.20,000/- (Rupees Twenty Thousand only) in favour of “Indian Bank”
15.	Earnest Money Deposit (EMD) (Refundable)	Demand Draft (DD)/Bank Guarantee (BG) for Rs. 7,50,000/- (Rupees Seven lakhs and Fifty Thousand only) in favour of “Indian Bank”. The BG should be valid for 225 days (180 days bid validity + 45 days) .
16.	Validity period of the Proposal/Bid	180 days from the last date of submission of proposal/bid.
Note: In the event of any holiday is declared on the above date, the bids shall be received / opening on the next working day at the same time and venue unless otherwise specifically communicated		
	General Terms and conditions	<ol style="list-style-type: none"> 1. The bid document is the property of Indian Bank and is not transferable. 2. The bidders must fulfill the eligibility criteria to be able to bid. 3. The terms and conditions for the bidders who participate in this RFP are specified in the section named “Terms and Conditions”. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP and the contents of the RFP along with the Annexure(s)/Forms, clarifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s)/Forms, clarifications issued will form the part of the purchase orders /any resulting Contracts, to be issued to the successful bidder/s from time to time as an outcome of this Tender Process. 4. The EMD on account of tender security fees along with a physical copy of the RFP offer along with all supporting documents as stated in the RFP must



	<p>be received at the following address as per the timelines mentioned above.</p> <p>Expenditure Department, Indian Bank, Corporate Office Accounts Department, 2nd floor, C Wing, No 254 – 260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 E-mail: hoaccounts@indianbank.co.in</p> <p>5. The responses/modifications made based on the suggestions and clarifications of queries shall be uploaded on the Bank's corporate website https://www.indianbank.in and shall be deemed to be part of the RFP documents</p> <p>6. The subject of the e-mail containing the bid queries should be given as "Bid queries for RFP Ref. No. "IB/ACCOUNTS/RFP/TDS/01/2019-20".</p> <p>7. No suggestions or queries shall be entertained after the last date for receipt of queries via e-mail as stated above.</p>
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Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India:

- As per the above policy, Bank reserves the rights to procure 20% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFP.
- In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
- Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 20% shall be allotted to such MSEs, if participated in the tender.
- MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.



- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).

The eligible bidders, who would qualify as per the eligibility criteria stated in **Clause No.-4 read with Annexure - III**, would be informed by the Bank through e-mail. Subsequently, these eligible bidders would be invited for presentation to the appointed Internal Committee. The technical proposals including presentation shall be evaluated based on parameters given in **Clause No.-14 read with Annexure-V** and the bidder securing minimum 80% as per the evaluation criteria stated in **Annexure-V** shall be considered as qualified for participating in the reverse auction and indicative price bid for the technically qualified bidders will be opened shortly before the reverse auction.



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Meaning of terms used in RFP document:

S.No.	Term	Meaning
1.	Bank	Bank means 'Indian Bank' including its Branches, Zonal Offices, Corporate Office Departments and all other units and establishments etc.
2.	IB	"IB" means Indian Bank , constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 which has invited the bids for TDS services and compliance, and with which the selected bidder signs the contract for the services to be rendered and with whom the selected bidder shall provide services as per the terms and conditions and terms of reference of the contract.
3.	TDS	Tax deducted at Source
4.	RFP	The whole 'Request for Proposal' prepared by Indian Bank (IB) for the selection of bidder
5.	Bidder	The party / firm / organization submitting RFP response / bid offer as per the details mentioned in this document
6.	FI	Financial Institutions
7.	EMD	Earnest Money Deposit
8.	Affiliates / Group Companies	Membership firms working under the common brand name of the bidder and engaged in similar activity of accounting advisory/ financial services, registered in India
9.	Partner	A professional sharing profit in a chartered accounting firm / LLP as defined under Partnership Act and/or Limited Liability Partnership Act
10.	Personnel / Professional	Full time staff with minimum qualification of MCA / B.Tech / CA and on the payroll of the bidder
11.	Proposal / Bid	The technical proposal and the Commercial/Financial proposal
12.	Assignment / job	The work to be performed by the successful bidder pursuant to the contract
13.	Terms of Reference	The document included in the RFP which explains the scope of work, activities, tasks to be performed, etc.
14.	Contract	The contract signed by the parties and all the attached documents and the appendices
15.	Day	Calendar day
16.	Parties	Party or Parties means IB or Bidder /Selected Bidder or both as the case may be
17.	IT (in Capital letters)	Income Tax

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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 Indian Bank, 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 is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. 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. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorised officers of the Bank with the Selected Bidder (SB).

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the **Bank reserves the right to reject all or any of the Bidders or Bids at any stage without assigning any reason whatsoever.** The decision of Bank in this regard shall be final, conclusive and binding on all the parties.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank 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 and/or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. OVERVIEW OF INDIAN BANK

Indian Bank, hereinafter referred to as the “Bank”, established on 15th August, 1907, was nationalized in the year 1969 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai – 600014 and having a network of 2900+ branches/offices as on 31.03.2019, spread across the length and breadth of the country with presence in all the States and Union Territories and with an international presence in Singapore, Colombo including a Foreign Currency Banking Unit at Colombo and Jaffna. The Bank is listed on BSE & NSE. Tamilnadu Grama Bank, Saptagiri Grameena Bank and Puduvai Bharathiyar Grama Bank are the Regional Rural Bank sponsored by Indian Bank.

2. CONTEXT OF ASSIGNMENT

Bank intends to have an end to end solution relating to Centralised TDS administration and ensuring strict compliance to relevant IT provisions. The tax has to be deducted at source in compliance with the Income Tax Act and Rules, from Depositors, Vendors, Employees, and Pensioners etc. The said deductions are being done at Branches, Zonal Offices, Departments at Corporate Office (CO) and other administrative offices.

In order to comply with the Income tax rules, Bank has to file different types of statements periodically viz., 24Q, 26Q, 26QAA, 27Q, Form 15G/15H, Form 61 and Statement of Financial Transactions (SFT) on Form 61A / 61B (FATCA) if required.

At present, all branches, zonal offices and certain Corporate Office Departments are having Tax Deduction Account Number (TAN) and the bank is responsible for deduction of tax at source and all compliance including filing of TDS returns/ correction returns, issuance of TDS certificates etc. In the case of interest paid on NRO Savings Bank accounts / Domestic Senior Citizen / RBI Bonds, etc., TDS is deducted manually by branch/branches at their end and remitted to Government Treasury through OLTAS / Online payment by themselves. These entries / details are entered in the existing software by those branch/branches.

All expenses attracting TDS are to be reported by the branches to their controlling Zonal Offices through the existing software who in turn process those entries. Accounting aspects are taken care by the respective zonal offices.

However, the TDS is being paid centrally by Corporate Office-Accounts Department in respect of TDS deducted on interest paid on deposits at branch level by the system under the Branch TAN and TDS on Non Interest Non Salary Expenditure deducted at Zonal Office level in the TAN of Zonal office.

TDS on Salary is being deducted centrally at Corporate Office and remitted by CO: HRM and by other CO Departments in respect of TDS deducted by them in respect of non interest & non salary expenditure, to the Government Treasury.

Now, Bank intends that remittance / filing of TDS returns is to be done centrally, Branch TAN wise / Zone TAN wise. Bank also intends:

- **To upload Form 15G/15H on Branch TAN basis along with return of Form 15G/ 15H on Branch TAN / Zone TAN every quarter.**
- **To centrally file Form 61 every half year**

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- To centrally file Form 61A every year.
- Integration of all branch expenditure including Interest on Deposits to the respective Zonal TAN.
- Filing of e TDS returns 26Q / 27Q by Zonal Offices under their TAN.
- Provision for Branches to enter manual TDS deduction details in case of SB NRO accounts in Web based software.
- Provision of a Web based software for entering TDS data and linking the deduction particulars with the respective challans by branches / Zonal Offices.
- To streamline the Tax Audit and provision of all the required inputs for the preparation of Annual Tax Audit reports as per provisions of IT Act.

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

The Bank invites bids from experienced and reputed Software Service Providers (hereinafter referred to as 'Bidder') having requisite software solution / application and technical expertise for providing "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" in our Bank.

3. PRE-BID MEETING

- a. A pre-bid meeting is scheduled to be held at the following address at 12.00 PM on 12.06.2019 at
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Chennai – 600014
- b. The purpose of the pre-bid meeting is to clarify the doubts of the bidders, if any.
- c. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the **cost of bid document i.e. Rs. 20,000/- (Rupees Twenty Thousand) (Non-refundable)** by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I).
- d. The Bidder is requested to submit any queries/clarifications to the Bank at least two working days before the date of meeting in the format as mentioned in Annexure - XX.
- e. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment(s) to the bid document, if any, will be mailed to all the bidders.

4. 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.

5. TERMS OF REFERENCE (SCOPE OF WORK) – As per Annexure I(2)**6. GENERAL PROVISIONS**

- a) Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and/or its representatives, employees leading to breach of any of the provisions of law faced, suffered or incurred by the Bank.
- b) Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or things done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.
- c) Neither the contract which will be entered by the Bank with the successful bidder nor any action taken by the Successful Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Successful Bidder and the Bank hereunder is on Principal-to-Principal basis. Successful Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.
- d) That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to i) All books, records, information of the Successful Bidder; ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and iii) Any document/information given by the Bank to the Successful Bidder and / or relevant to the outsourced activities available with the Successful Bidder pertaining to the services provided under this Agreement by the Successful Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.
- e) The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Successful Bidder or any documents records of transactions and other necessary information given/stored or processed provided by the Bank, to Successful Bidder and in turn provided by Successful Bidder to another agency, in order to render the required Services to the Bank.
- f) Successful Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Successful Bidder in writing by the Bank, provided to Successful Bidder by the Bank, in order to render the required Service to the Bank.
- g) That due diligence/KYC/physical verification of employees of the firm/company will be done and proper record of the same will be maintained.

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- h) Those adequate steps will be taken to build strong safeguards to avoid the commingling of information/documents records and assets of the Bank with other organizations for whom Successful Bidder undertakes similar services.
- i) That the Successful Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors should be provided to the Bank.
- j) The Successful Bidder will 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.
- k) 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 circumstances and/or factors and/or new developments;
 - iii) Proposed fees are unacceptable to the Work;
 - (iv) The Project is not in the best interests of the Bank;
 - (v) Any other valid 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.

7. INSTRUCTIONS TO BIDDERS

7.1 BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be rejected as nonresponsive. Bid valid for shorter period than 180 days shall be rejected by the bank as non-responsive. Bidding shall be made in Indian Rupees only.

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

Bidder should individually participate in the bidding process. Joint bidding is not allowed.

The applicable taxes on the fee will be paid as per the tax rate prevailing at the time of actual payment. No out of pocket expenses shall be borne by the Bank. The Commercial proposal shall not include any conditions attached to it. Any such conditional Commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at Source as per applicable tax laws.

The selected bidder will be associated with the Bank till the completion of assignments. The payments terms are as given in the **Clause 7 of Annexure-I (1)**. The payments shall be made only

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upon the completion of the work / assignment to the satisfaction of the Bank in each of the phases/stages.

The Bank reserves the right to reject any or all of the responses to this RFP without assigning any reason. The proposal will be the basis of contract to be signed with the selected bidder. The contract shall be finalized within 30 days from the date of issuance of the final selection letter.

The Bank is not bound to accept any proposal, and reserves the right to annul the Selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the bidder.

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.

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

7.2 SIGNING OF BID DOCUMENT

Each page of the bid shall be made in a legal name of the bidder and shall be duly stamped. An authorized representative/signatory of the bidder shall initial all pages of the original technical and commercial proposals. The proposals should include a copy of board resolution / power of attorney of the company to sign the Bid documents is to be submitted with bid documents. The signed technical and commercial proposals shall be marked "original".

7.3 AMENDMENT OF BIDDING DOCUMENTS

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

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

7.4 SUBMISSION OF BIDS

The Proposal shall be in two parts:

- I. Technical Proposal
- II. Commercial Proposal.

Both the Technical and Commercial proposals shall be submitted in Separate Sealed envelopes super scribing " **Technical Proposal 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: Tender Reference No. IB/ACCOUNTS/RFP/TDS/01/2019-20**" on top of the envelope containing technical bid and "**Indicative Commercial Proposal 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: Tender Reference No.**

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IB/ACCOUNTS/RFP/TDS/01/2019-20” on top of the envelope containing Indicative Commercial Bid.

These two separate sealed envelopes should be put together in a master envelope duly sealed and super scribing **"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. (Do Not Open Before _____) IB/ACCOUNTS/RFP/TDS/01/2019-20"** and should be sent at the following address:

**Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.**

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. Any bid received by the Bank after the deadline for submission of bid will be rejected. 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.

The original proposal, both technical and commercial proposals, shall contain no interlineations or overwriting. Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid initial(s) them or authenticated by the concerned authorized authority.

The bidders are expected to examine their technical proposal in detail and material deficiencies, if any, in providing the information requested may result in rejection of technical proposal. However, 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.

The Bank shall not be responsible for postal delay, misplacement, loss or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a reason for rejection of the proposal.

The Sealed master envelope containing the technical proposals and commercial proposals should be submitted at the above mentioned address not later than prescribed time limit mentioned under “Key Information”. Any proposal received by the Bank after the deadline for submission shall not be accepted.

The sealed master envelope containing the technical and commercial proposals shall be opened on the date mentioned under the “Key Information”. The sealed envelope of technical proposal shall be opened while the commercial proposal shall be kept in the sealed envelope to be opened on the date decided by the bank later on. Representative(s) of Bidders may be present during opening of the Technical proposals. However, Technical Proposals would be opened even in the absence of any or all of the bidder's representatives.

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Bids once submitted will be treated as final and no further correspondence will be entertained in this regard. 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.

Note:

a). Technical Bid

TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened, examined and evaluated. Bidders who have scored minimum 80 out of 100 on technical evaluation criteria as mentioned in **Annexure-V**, **besides confirming compliance of all the terms and conditions of RFP document** will only be considered. The bidder securing minimum 80% as per the evaluation criteria stated in Annexure-V shall be considered as qualified for participating in the reverse auction and indicative price bid for the technically qualified bidders will be opened shortly before the reverse auction.

b). Commercial Bid

In the second stage, the bidder securing minimum 80% as per the evaluation criteria stated in Annexure-V and submitting compliance for acceptance to terms and conditions of the bid, and scope of work respectively (Annexure-VI), shall be considered as qualified for participating in the reverse auction and indicative price bid for the technically qualified bidders will be opened shortly before the reverse auction. The bidder should have valid digital certificate to participate in the online reverse auction.

The commercial proposal should be submitted and should clearly indicate the total cost of the proposal in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Commercial Proposal, the lower of the two shall prevail.

8. CLARIFICATION AND AMMENDMENT OF RFP DOCUMENTS

The Bidder may request a clarification on any clause of the RFP documents on e-mail: hoaccounts@indianbank.co.in latest by 5.00 pm on 11.06.2019. The response of the same will be given by Bank by e-mail only. The response of the Bank will be published on the Bank's website without identifying the source of the query. Should the Bank deem it necessary to amend the RFP as a result of a clarification; it shall do so in accordance with the procedure stated under paragraph mentioned herein below. The Bank may modify the bidding document by amendment based on the feedback / clarification. The amendment will be binding on all the bidders. Any clarification issued by the Bank will be in the form of an addendum/ corrigendum and will be available in the Bank's website: www.indianbank.in. The Bank, reserves its rights to extend the deadline for submission of bids in the interest of the Bank. Interested applicants are advised to frequently visit the websites for updating themselves about changes, if any.

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9. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders are advised to clearly specify the deviations, in case terms and conditions of the contract applicable to this invitation of tender are not acceptable to them. It will be at bank's discretion to accept the deviation. Decision of the Bank will be binding upon the Bidder.

10. BID SECURITY (EARNEST MONEY DEPOSIT)

- 10.1 The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank or foreign bank located in India, in the form provided in the bidding documents for a sum of Rs. 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) and valid for Two Hundred and Twenty Five (225) days (i.e. Bid validity 180 days + 45 days = 225 days from the last date for submission of bid). Bank may seek extension of Bank Guarantee, if required.
- 10.2 Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder.
- 10.3 The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.
- 10.4 The bidder will forfeit the bid security,
 - a. If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.Or
 - b. in the case of a successful bidder, if the bidder fails to sign the contract or to furnish performance security.

11. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the period of 180 days after the last date for submission of technical bid prescribed. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bids must clearly state the validity of the bid and its explicit expiration date. Bank may seek the extension of bid validity, if required.

12. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952:

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

13. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

14. EVALUATION AND AWARD CRITERIA

After opening of the technical bids, the bids are evaluated on the basis of documents and annexure (except commercial documents/offer) submitted by the bidder.

The Bidders, who qualify as per mandatory eligibility criteria mentioned in Annexure III and submitting compliance for acceptance to terms and conditions of the bid, and scope of work respectively (Annexure-I(2)), will be called to make a presentation before the Bank's appointed committee.

The Bank will require the Bidders to make presentations regarding the various aspects of the proposed TDS centralization and other required compliance elaborated in the scope of work. This process will also enable the Bank to clarify issues that may be identified from the Bidder's responses to the RFP. The Evaluation Committee decided by the Bank would be scoring the presentation made by the Bidders at Bank's premises as per **Annexure- V**.

The Bank shall rank the technical bids received on the basis of parameters used in scoring in respect of technical parameters as per **Annexure V** and as per the presentation given.

After presentation, commercial bids will be opened and evaluated for the bidders securing 80% (80 out of 100) or more marks as per scoring given in Technical Bid and Presentation.

The scoring given in Technical Bid as per **Annexure V** and Presentation shall have 80 percentage weight-age. The Commercial Bid (through Reverse Auction) will be having 20 percent weight-age in final selection of the bidder.

14.1 Technical Bid Evaluation

The Technical Proposals of only those bidders who have satisfied the eligibility criteria of the bid shall be evaluated. The bank may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.

The evaluation of bidders will be based on a three step process:-

- a) Bidders qualifying will be invited for a presentation. Technical scores will be given based on the bid submission and presentation.

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- b) Post the presentation, bidders scoring a minimum of 80% marks in the technical bid will qualify for commercial evaluation and their indicative Commercial Bids will be opened and will be called for participating in the reverse auction for arriving at the Commercials.
- c) For final award of the assignment, a combined evaluation shall be done by applying a weight age of 80% and 20% for the technical and commercial scores.

The Technical Score will be calculated based on the Technical Evaluation Metric mentioned in **Annexure V**. The Highest Technical Bid (TB) will be given a Technical score (ST) of 100 points. The technical scores of other Bids will be computed as follows:

$$ST = 100 \times F / TB$$

(F = Technical Score of the bidder)

The bank will calculate the technical scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points.

14.2 Commercial Bid Evaluation

The Indicative commercial bid of only those bidders, who have been technically qualified on the basis of the technical proposal, shall be opened. These bidders will be informed about the date and time of the reverse auction. The lowest bidder in the reverse auction should provide item wise break up. The commercial offer should consist of comprehensive cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the Commercial Bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional.

The lowest Commercial Bid (CB) will be given a financial score (SF) of 100 points. The financial scores of other Bids will be computed as follows:

$$SF = 100 \times CB / F$$

(F = amount of Commercial Bid)

Commercial Bid Evaluation Considerations

Commercial Bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of

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bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail

4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Commercial Bid Format will prevail
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
6. If there is a discrepancy in the total, the correct total shall be arrived at by bank
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
9. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
10. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
11. The bank shall not incur any liability to the affected bidder on account of such rejection.
12. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

14.3 Final Evaluation- Techno-Commercial Evaluation

The Proposals will be finally ranked according to their combined Technical Score(s) and Financial Score as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Commercial Proposal that shall be 0.70 and 0.30 respectively. ST and SF will be calculated for individual bidders, as per description mentioned in Section 11.1 and 11.2 respectively.

Bidder with the highest Final score shall be considered for award of the Contract.

For example:



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

A=60, B=80, C= 90

After converting them into percentile, we get

ST for A= $(60/90)*100 = 66.67$

ST for B= $(80/90)*100 = 88.89$

ST for C= $(90/90)*100 = 100$

The Final prices of the Vendors are as under:

A= Rs. 7000, B= Rs. 8000, C= Rs. 9000

The final cost (lower cost quoted in e-reverse auction or price bid, in this case if it is Rs 8000) quoted by the bidders converted into percentile score shall be as under:

SF for A = $(7000/7000)*100 = 100$

SF for B= $(7000/8000)*100 = 87.50$

SF for C= $(7000/9000)*100 = 77.77$

As the weight-age for technical parameter and cost are $T_w = 70\%$ and $F_w = 30\%$ respectively, the final scores shall be calculated as under:

S for A= $(66.67*0.7) + (100*0.3) = 76.67$

S for B= $(88.89*0.7) + (87.50*0.3) = 88.47$

S for C= $(100*0.7) + (77.77*0.3) = 93.33$

Hence, the offer of 'C' (being highest score) would be considered and the contract shall be awarded to 'C' at Rs. 10000 being the final price quoted by C.

Note:

1. The Bidder has to submit the indicative commercial bid with the proposal and all the qualified bidders has to submit final commercial price after reverse auction as per Annexure - VIII .
2. The highest technical bidder may not automatically qualify for becoming selected bidder and for award of contract by the bank.
3. The Successful Bidder shall be the first ranked Bidder (having the highest combined score). The final decision on the successful bidder will be taken by the bank. The implementation of the project will commence upon acceptance of purchase order by the selected bidder.
4. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices quoted during reverse auction, if conducted.
5. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.

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6. The bank will calculate the scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points.

15. CONTRACT FINALIZATION

The Bank and the selected bidder shall finalize the terms of contract to be executed as per the prescribed terms of the Bank. The Bank shall have the right not to enter into the contract with the bidder, if the bidder fails to fulfil the terms and conditions laid down in the bid document. In such an eventuality, the Bank reserves the right to reject the proposal and restart the entire process. The incidental expenses for execution of agreement / contract shall be borne by the successful bidder.

16. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a cure period of 15 days followed by a notice period of 15 days) of default sent to the Service provider, may terminate this Contract in whole or in part.

13.1 If the Service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the BANK; or

13.2 If the Service provider fails to perform any other obligation(s) under the Contract.

13.3 If the Service provider, in the judgement of the Bank, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service provider shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Service provider shall continue performance of the Contract to the extent not terminated.

17. TERMINATION OF CONVENIENCE

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

18. CONFIDENTIALITY

The Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. Successful bidder has to enter into Non-disclosure agreement (ANNEXURE XIV) with the Bank. Besides the successful bidder, the employees/representatives of the Bidder who are responsible for the implementation of the project are also required to enter into a Non-disclosure Agreement (as per the NDA format prescribed by the Bank for functionaries) in their personal capacity.

19. NON DISCLOSURE

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

That the successful bidder will treat the information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees/representatives shall maintain confidentiality of the confidential information.

That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement. That the successful bidder will strictly maintain the secrecy of Bank's data.

16. ASSIGNMENT

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

17. GOVERNING LAW AND DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the purchaser and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the service provider may give notice to the other party of its

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intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Further, submitting to Arbitration may be considered as an additional remedy and it does not preclude the Parties to seek Redressal/ other legal recourse.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure. The dispute resolution mechanism to be applied shall be as follows:

17.1 In case of dispute or difference arising between the Bank and the Service provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the respective Bank and the Service provider; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks Association, India which appointment shall be final and binding on the parties.

17.2 If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Bank' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Bank' Association making such an appointment shall be furnished to each of the parties.

17.3 Arbitration proceedings shall be held at Chennai India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

17.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

17.5 Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Bank Association.

Notwithstanding any reference to arbitration herein,

17.5.1 The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

17.5.2 The Bank shall pay the service provider any monies due to the service provider.

17.5.3 Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal / other legal resource

18. FORCE MAJEURE

The Service provider 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.

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For purposes of this clause, “Force Majeure” means an event beyond the control of the Service provider and not involving the Service provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

19. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

20. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

21. INDEMNITY

The successful bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to the successful bidder. The successful bidder shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.

22. ADOPTION OF INTEGRITY PACT

- i. The Pact essentially envisages an agreement between the prospective bidders and the Purchaser, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- ii. Only those bidders, who commit themselves to the above pact with the Purchaser, shall be considered eligible for participate in the bidding process.
- iii. The Bidders shall submit signed Integrity pact as per Annexure–X. Those Bids which are not containing the above are liable for rejection.
- iv. Bidders to disclose their foreign principles or associates
- v. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.

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- vi. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- vii. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- viii. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- ix. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- x. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Purchaser are as under:

Shri. K.Saleem Ali, IPS (Retd) Email: Saleemali53@gmail.com
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23. TECHNICAL DOCUMENTATION

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

Following documents should be delivered by the Vendor to the Bank for every software used including third party software before software/service become operational, which includes user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the product as and when applicable.

ANNEXURE I(1)**TERMS AND CONDITIONS****1. SIGNING OF CONTRACT**

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Nondisclosure Agreement (NDA) and Deed of Indemnity with Bank on stamp paper as per Bank's prescribed format, within 15 days of the award of the purchase order 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 to be signed at the time of execution of the Form of Contract. The bidder shall pay for all stamps and legal expenses incidental thereto.

The failure or delay or evasion on part of the successful bidder to execute the Contract/Agreement within the period mentioned will result in expiry of the validity of the bid. In such a case the EMD deposited by the bidder shall be forfeited by the bank, without further notice to the successful bidder.

The failure, delay or evasion on the part of the successful bidder to commence project within 15 days from the date of execution of the contract will result in termination of the contract and in case of termination of contract on this account, in addition to the termination of the contract, Bank shall have the absolute right to invoke the Financial Bank guarantee and adjust the said amount towards loss and damage suffered by the bank.

This contract shall be based on this RFP document (read with addendums/ Corrigendum/ Clarifications) and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However, the terms and conditions of RFP shall constitute a binding contract till such a contract is issued.

2. DURATION OF CONTRACT

The contract period will commence from the date of Go live of the solution and will be valid upto a period of Three years from the date of Go live of the solution. Further, bank has the right to extend the contract period further for a period of 2 years post completion of the three years with same terms and conditions, and rates, subject to the services offered by the vendor are found satisfactory. In such case, the vendors has to submit a fresh bank guarantee or extend the bank guarantee submitted to bank as performance security for a period of two years post completion of three years of contract. Post five years, the contract is extendable / renewable further at the option of the Bank on mutually agreed rates.

3. PERFORMANCE BANK GUARANTEE

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

- a) The successful bidder will have to submit Performance Bank Guarantee (PBG) amounting to 10% of contract value as per **Annexure XV** within 15 days of signing of contract, valid for a

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period of 6 years and 6 months from the date of award of tender and should be extended on extension of agreement.

- b) The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due and also on mutual consent. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice.
- c) The Performance Bank Guarantee will be furnished for due performance of the contract.
- d) Bank shall invoke the performance guarantee in case the selected Bidder submits any false information or declaration letter during the tender process or period of rate contract, fails to discharge their contractual obligations during the period or if in the opinion of the bank the bidder has failed / fails to perform the assignment under the contract to the satisfaction of the Bank or if the Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. The invocation of performance bank guarantee will not be applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Bank and Force Majeure. The decision taken by the Bank in this regard shall be final and Service Provider shall not dispute the same.

4. ACCEPTANCE OF ORDER

Acceptance of purchase order should be submitted within 5 days of purchase order along-with authorisation letter.

If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

5. DELIVERY AND INSTALLATION

Installation and implementation to be completed within 3 weeks from the date of Purchase order on DC / DR site. The point of delivery/ destination will be as defined by the bank in the purchase order.

For this purpose delivery means:

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

6. USER ACCEPTANCE TEST OF SOFTWARE

The Bank shall conduct User Acceptance Test (UAT) for the Workflow solution for Trade Finance Automation to ensure that all the functional requirements are available & functioning as per RFP. It will be the bidder's responsibility to create the testing environment, test plan and share possible test cases for the Bank's users for testing the product features and the bidder will be required to assist the Bank in the entire testing phase. The BANK will accept the developed/ customized software only after implementation of the software with successful conduct of acceptance testing by its users, including load and performance test. Software will be considered to be accepted only after the BANK issues an

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acceptance letter to the successful bidder. New Software may be audited for risk analysis and security features by Bank's IS Audit team or a third party bidder appointed by the BANK, if so desired by the BANK. Support is to be provided for fixing such findings.

7. PAYMENT TERMS

S. No.	Description	% of the amount payable per branch per year
1	After filing of all necessary returns as per Income Tax Act for first quarter of every Financial year.	20.00%
2	After filing of all necessary returns as per Income Tax Act for second quarter of every Financial year.	20.00%
3	After filing of all necessary returns as per Income Tax Act for third quarter of every Financial year.	20.00%
4	After filing of quarterly / annual return for the last quarter of the FY.	30.00%
5	Filing of correction return and reduction of default amount on continuing basis including for the previous years.	10.00%
	Total	100.00%

Further, the above payments will be released only after submission of Accepted copy of Purchase Order, Tax Invoices, Performance Bank Guarantee, and signing of SLA, Integrity Pact and NDA by the selected bidder.

8. TAXES

The prices are inclusive of all charges, Taxes, Statutory levies etc. except GST which will be paid on actual basis.

9. PENALTY CLAUSE

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

If vendor fails to complete all phases/ stages as defined in scope within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 0.5% of the price for each week of delay until completion of project or until the cancellation of order subject to maximum of 10% of order value. The Bank has right to cancel the order in case of services not affected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor from this contract, or any other contract.

Service level penalties:

Bank intends to enter in to a "Service Level Agreement" (as part of the main contract) with the

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Bidder in order to provide complete utility of the enhanced service that could be provided, to the esteemed clientele of Bank, once the new software that is proposed to be procured via this RFP is put in place to support “Core Banking Solution”.

The bidder is bound to provide on-site support, if required to meet the requirements specified in SLA. In other words, if the services rendered by the system falls short of standards stipulated in SLA, the bidder shall provide on-site assistance.

Availability Measurements	Expected Service Level	Measurement Tool	Method for calculation of down time	Base Amount on which penalty will be calculated
Remittance of TDS on monthly basis	Completion of activity for all the branches before 7 th of every month.	Based on the no. of branches for which order placed, and out of that, for how many branches activity completed..	The vendor has to showcase the same in the web based application else get a confirmation from the respective branch, stating completion of the activity.	Rs. 100 per day per branch deduction from the Amount payable for the respective quarter year
Filing of eTDS return on quarterly basis	Before 30th/31st of the of succeeding month			Rs. 5000 per branch deduction from the Amount payable for the respective quarter year
Filing of correction return on requirement basis	within 7 days from raising the requirement			Rs. 100 per day per branch deduction from the Amount payable for the respective quarter year

Any interest/ penalty raised by the Income Tax Department/any other statutory authority on the Bank on account of deviations from the scope of work mentioned in RFP shall be recovered 100% along with interest, if any and other expenses from the Bidder.

If Bidder fails to complete all phases/ stages as defined in scope within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 0.5% of the price for each week of delay until completion of project or until the cancellation of order subject to maximum of 10% of order value. The Bank has right to cancel the order in case of services not affected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to Bidder from this contract, or any other contract.

A penalty of INR 10,000/- would be levied on the Bidder, if any Statutory / RBI / Government

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guidelines and notification regarding TDS are not complied with or implemented as per time lines, for delay more than 48 hours, or part thereof. However, total of such penalties shall not exceed 20% of the total project cost (Value of the amount payable in the respective year).

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, all the cost attributable to this shall be recovered from Bidder. The Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty /Liquidated Damage for non-performance. Failure to maintain uptime SLA will attract penalty.

10. CANCELLATION OF PURCHASE/ SERVICE ORDER/ CONTRACT

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

- a) Non submission of acceptance of order within 7 days of placement of order.
- b) Non submission of performance bank guarantee within stipulated time as specified in the RFP.
- c) Non signing of contract within the time specified by bank.
- d) If deliverables are not performed within stipulated time Bank may cancel the entire contract after giving 30 days notice.

12. DELAY IN THE BIDDER'S PERFORMANCE

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

13. INDEMNITY

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

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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 service 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.

14. CONFLICT OF INTEREST

Indian Bank requires that the selected bidders provide professional, objective, and impartial advice, and at all times hold Indian Bank's interest paramount, strictly avoid conflicts with other assignment(s)/ job(s) or their own corporate interests, and act without any expectation / consideration for award of any future assignment(s) from Indian Bank.

Without limitation on the generality of the foregoing, the selected bidders, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- i). Conflicting assignment/job:** The bidder (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.
- ii). Conflicting relationships:** The bidder (including its personnel) having a business or family relationship with a member of Indian Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Indian Bank throughout the selection process and the execution of the contract.

iii). Solicitation of Employees

The selected Bidder, during the term of the contract, shall not without the express written consent of the Bank, directly or indirectly:

- a) Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The key persons identified for the project should carry out their activities from the premises of the Bank at Chennai.

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The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

- iv). 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. The date and venue for opening the Commercial Bid shall be separately informed to the bidders who come out successful in the technical evaluation process.
- v). 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 Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.
- vi). The bidder / bidder shall furnish the following Undertaking as a part of the proposal.

"To the best of our knowledge, belief and document on record, we certify that there has been no conviction by a Court of Law for misconduct, guilty or indictment / adverse order by a regulatory authority for an offence against us or any of the proposed members of engagement team for this assignment and if it arises we will intimate the Bank of the same".

15. ASSIGNMENT

The bidder shall not assign or outsource the works undertaken by them under this RFP. The Bank expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank. The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

16. REPRESENTATIONS AND WARRANTIES

- a) That the bidder is a Partnership firm / LLP / Company which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Bank.
- b) That the bidder is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and

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responsibilities as laid down in the Engagement and the RFP Documents and unless Bank specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.

- d) That the Applicant has the professional skills, personnel and resources / authorizations / approvals / infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.
- e) That the Applicant shall use such assets of Bank as Bank may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- f) That the bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its directors, officers, employees, representatives, bidders and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- g) That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- h) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- i) That there are no legal proceedings pending or threatened against bidder or any of its partners or its team by any statutory or regulatory or investigative agencies which adversely affect/may affect performance under this Engagement.
- j) That the Applicant has the corporate / legal power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate / legal action to authorize the execution, delivery and performance by it of the Engagement.
- k) That all conditions precedent under the Engagement has been complied with.
- l) That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement:
 - 1). Will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder
 - 2). Will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject

17. AUTHORISED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements / contracts with the Bank, raise invoice and accept payments and also to correspond. In case of LLP / partnership firms,

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the bidder is required to submit Power of Attorney (along with the certified true copy of Board Resolution, in case of LLP) to establish the authentication of authorized signatory. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

18. OWNERSHIP AND RETENTION OF DOCUMENTS

The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Bank, the Bidder shall deliver to the Bank all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by the Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such Documents. The selected Bidder shall preserve all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of the Bank in this regard.

19. DATA OWNERSHIP

The customer data (name, address, account details etc.), AUDIT data, or any other data provided by Indian Bank to bidder is exclusively the property of Indian Bank. The ownership of the data will also include Indian Bank's transaction data.

20. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

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The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

21 CHANGE ORDERS

The Bank may, at any time, by a written order given to the successful Bidder, make changes within the general scope of the contract in technical and functional specifications.

During the contract period, bidder must ensure necessary changes or modifications on account of changes due to new legislations/ statutes, rules and notifications (Government Orders) etc. regarding TDS compliance should be implemented in Centralised TDS software / interfaces within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank. Further, Bidder should also carry out time to time Bank specific customisations in the provided application solutions as part of scope of work during the contract period at no additional cost to the Bank. No exclusions / exceptions will be permitted in complying the Government / other statutory authority guidelines.

Bidder should also carry out necessary changes or modifications in the TDS interfaces utility / other applications etc during contract period. Bidder should also provide new interfaces, if any, are required during the contract period with respect to changes or modifications in TDS software / output data requirements without extra cost to the Bank.

22. INTELLECTUAL PROPERTY IDEMNITY AND INDMNITY AGAINST MISUSE OF LICENCE

The selected bidder has to undertake to indemnify Indian Bank and its officers, employees and agents against liability, including costs, for:-

- a. Actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.
- b. Actual or alleged direct or contributory infringement or misuse by bidder of, any license issues arising out of the execution of this contract.

23. SOURCE CODE AND ESCROW ARRANGEMENTS

23.1 The selected Bidder shall place the source codes of the solution product and their technical documentation i.e. the procedures necessary to build the source into executable from the application solution, within one year of formal acceptance thereof with an escrow agent as per the terms and conditions of a tripartite agreement to be signed between the Bank, the selected bidder and the escrow agent.

23.2 The source code shall contain all information in eye readable form necessary to enable a reasonably skilled programmer or analyst to maintain and /or enhance the program(s) and that, without prejudice to the generally of the foregoing, the source shall contain all listing of code programmer's comments, logic manual and flowcharts.

23.3 The escrow will be released to and become the property of the Bank in the event that the Contract is terminated for either default or insolvency, or should the selected bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the contract. The agent will affect the release within 15 days of receipt of written demand from the Bank therefore.

23.4 The contents of the escrow shall be kept current with the most recent release of the

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Software as long as the Bank contracts with the selected bidder for Software maintenance, within 3 months of the installation of said release into production operation at the Bank's site. The escrow shall be established so as to maintain the last three versions deposited.

23.5 The selection of the escrow agent will be made jointly by the Bank and the selected bidder. All costs incurred in connection with the escrow arrangement will be borne by the selected bidder.

24. VIOLATIONS OF TERMS

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

25. 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.

26. TRANSITION PHASE ON CONTRACT EXPIRY / TERMINATION OF THE CONTRACT

Bidder shall hand over all hard ware, software (including OS, DB & third party tools) and data along with the archival system to the Bank/ Bank's appointed System Integrator to migrate the same to new system in case of termination of contract or completion of contract period to the Bank as per required format at no additional cost to the Bank

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

ANNEXURE I(2)**TERMS OF REFERENCE (SCOPE OF WORK)**

The scope of work of this RFP envisages an end to end solution for ensuring compliance to Tax provisions including provision of Software Application for Web based e-TDS catering the needs of the Bank related to TDS on Salaries, Pension and other than salaries e.g. payment of/to interest, rent, contractors/sub-contractors etc., with integration to other solutions for capturing of required data and provision to entry of further information / gap data through intranet by users at different Branches/Offices and at different levels and filing of statements viz., 24Q, 26Q, 27Q, 27EQ, Correction Return statements to nullify / reduce demand raised by IT department or at the insistence of branch / Zonal Office / Other Administrative offices, Form 15G/15H and Form 61 and 61A(SFT) etc. This would also envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, training, knowledge transfer, MIS and continuous support. This is an end to end project and all the items required for making the application operational should be considered by the vendor even if the same is not explicitly mentioned in the RFP document.

The scope of the assignment is listed below:

- 1). Bank intends that remittance / filing of TDS returns is to be done Branch wise / Zone wise. At present filing of TDS returns is done Branch wise for interest paid on deposits and Zone wise for other expenditure attracting TDS. The scope of the solution should cover all the branches, offices and Head Office of our Bank.
- 2). To upload Form 15G/15H on Branch /Zone TAN basis along with return of Form 15G/ 15H on Branch TAN / Zone TAN, as the case may be.
- 3). To centrally file Form 61 every half year and Form 61A every year, for bank as a whole.
- 4). ~~Supply~~, Installation, configuration, customization, implementation and support of Web based e-TDS solution in the Bank's Data Centre & DR Site, in consultation with Bank's Information Technology Management Department.
- 5). Capability of Web integration or otherwise with the authorized portals as per the requirements of taxation authorities (TRACES) from time to time.
- 6). Application to ensure to comply with the circulars and notifications issued from time to time by the taxation authorities including FVU, by making regular modification in the software within 48 hours with no additional cost to the bank during the contract period
- 7). Integration, Creation, extraction and maintenance of data based on CBS, existing Salary software, Pension application of the Bank, and other third party software e.g. Branch / Zone Master, Customer Master, TDS Master, Vendor Master, Employees data from salary package and Pensioners data from Pension server etc or other any application related to tax provision and should ensure that there is no leakage of data or any exposure to possible vulnerability without disturbing the day to day operations of the bank. Extraction of requisite data from the relevant Bank's applications shall be in line with TDS requirements only. The customization required in CBS system and other bank's applications if any will be taken care by the bank. In case of any changes made in the existing softwares used by the bank, then the software solution provided by the bidder shall support the same for eTDS compliance of the bank flawlessly.

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- 8). Availability of Web based e-TDS through Bank's intranet only and online facilitation of validations, filing of returns, linking with the central server of TIN-NSDL/Traces/ CPC TDS websites. Use of internet connection is for specified purposes only, in consensus with the concerned CO Department of the Bank.
- 9). Creation of section wise, TAN wise and payee wise payment Challan of TDS deducted and payment thereof.
- 10). Creation of Challan Payment Mechanism, updation / generation of Challan Identification Numbers etc. for meeting the functional requirements as given in this Tender.
- 11). Interface to validate the correctness of the data provided by the CBS / other internal softwares for uploading the TDS returns in order to avoid any Short payment defaults.
- 12). Interface to upload the TDS return data in a pre specified format. System should also have mechanism to capture manual entry for third party payments data along-with all the required validations, in case the data is not routed through the automated system.
- 13) Automated allocation of Challan against the respective Deductee records in E-TDS application
- 14). Validation of data as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation, 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 should be available with suitable checks inbuilt in the system itself. Validation of extracted data as per latest RPU prescribed by NSDL/TRACES and generates exception/error reports (if any) for making necessary correction by the branches/offices, wherever needed.
- 15). Bidder/ Service provider's utility should timely handle the adjustment interest/ negative interest in CBS/ Pension recovery /Payment recoveries during challan generation and return filing. Hence, it is advised that Bidder should properly allocate the negative interest with positive entries as per Banks system/logic so that no short deduction defaults arise in TDS Return. Bidder/ Service provider to provide status and utilization of amount against unutilized challans.
- 16). The service provider should ensure that there should not be any cases of non- deduction/short deduction of TDS from various payments made by the bank
- 17). Trial run for the e-TDS return filing and generation of MIS report of probable default cases along with recommended corrections to be made in the Bank's source application systems to avoid future defaults.
- 18). Functionality for modification/ correction of records at branch /Zonal Office / other office Level and availability of related monitoring and reporting facility at Controlling office / Zonal Office level.
- 19). Seamless filing of all E-TDS returns / statements as required under the existing provisions of the Income Tax Act, 1961 and further amendments thereof.

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- 20). Capability for generation of E-TDS returns, acknowledgments (Form 27A), success / failure reports, reconciliation reports and maintenance of history / records thereof in Database.
- 21). Capability of generation and downloading of Form 16 /16A from TRACES at ZO / CO level within the stipulated period as specified in the Income Tax Act, 1961 and forward the same to our office to upload the data in our Bank's website. Maintenance of database of all the downloaded Form 16/16A and access thereof by branches subsequently as and when needed.
- 22). Set up of mechanism for identifying/ filing of revised/correction returns wherever applicable (TRACES default demand). Direct filing of Correction return to Income Tax e-filing system within the stipulated time, if any, prescribed in the circulars/notifications issued by the taxation authorities in this respect to minimize correction returns in future
- 23). Status and utilization of amount against unutilized Challans.
- 24). Form 15 G/15H should be dealt with accuracy and within the time limit, capable of filing return TAN-wise to Income tax e-filing site besides other compliance required, if any and reconciliations with the quarterly e-TDS statements filed.
- 25). Extraction and validation of digitalised data for Form 60 and timely filing of Form 61 for Bank as a whole.
- 26) Data validation and Filing of Form 61A, 61B (FATCA) for Bank as a whole.
- 27). short listed Bidder has to implement the software in the test environment and at the Disaster Recovery site of the Bank besides implementation in Production area.
- 28). Assistance to clear old outstanding defaults and ensuring NIL TDS defaults, and making necessary rectifications in the database and processes including filing of correction returns then and there.
- 29). The proposed solution should be capable of generating all the regulatory/statutory, Bank's MIS reports relating to TDS as per required format as decided by Bank. The expectation from the solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory/regulatory authorities and Bank specific within the timelines stipulated by the statutory/regulatory bodies during the contract period at no additional cost to the Bank.
- 30). System should be able to generate audit logs as per Bank's requirements.
- 31). The selected Bidder/ Service provider has to provide necessary project management, requisite training for administrators/ users of the application and shall also provide comprehensive documentation of the application including architecture, description of the interfaces, data model, database structure, meta data details, user manual and other related documents.

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32). System to generate the data required for Tax Audit Report compliance requirements TAN wise for the bank as a whole. Service provider shall be responsible for assistance and handholding during audits including Tax Audit, in replying to Queries raised during such audits, Queries raised by the Income Tax Department pertaining to TDS; and Show-cause notices if any, (except personal hearings) and in ensuring general compliance till contracted terms.

33). Bidder shall perform proper and full analysis to identify deficiency, if any, in the existing system/application vis-à-vis requirements under the Income Tax Act, 1961 in order to successfully implement “Centralized TDS (Centralized Web based e TDS) Software solution”.

34). Bidder has to comply with all the TDS guidelines mentioned/stipulated by Income Tax Department/RBI/CBDT/ Any statutory body. Bidder has to provide all the necessary support and access to premises /documents as and when requested by Bank/ Bank’s appointed personnel/ any regulatory body.

35). The Bidder 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 and maintenance of changes for File Validation Utility (FVU) within the stipulated time frame with no additional cost. Bidder 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.

36). Bidder should attend to the queries, communications and complaints from branches and other offices of the Bank and responding the same within 2 working days.

37). The Bidder/Service provider to present before the Steering Committee or any other committees, the progress and status in the centralisation of TDS returns of the Bank, any suggestions, whenever required.

38). The application should be able to provide all the data requirements for finalisation of tax audit and should streamline the process of tax audit compliance as per IT act.

The functional specification for this purpose is as mentioned below

i) Facility to store Bank’s PAN

ii) **Branch Master / Zone Master:** Shall have provision to store the branch master data containing the Branch Code, BSR Code, IFSC Code, Branch TAN, Branch Name, Branch Address, e-mail, Phone Number, GST number, Name of Person Responsible, Designation of the person responsible, provision for Address, PAN details of the person responsible, or any other details required for filing of e-TDS returns and Form 61, 61A& 61B (FATCA). Facility for linking various Branches to respective Zonal office for Monitoring and carry out Administrative Functions like generation of various MIS /Reports/User Management and for reporting TDS attracting transactions by the branches under the Zonal Office. Importing data from Existing system

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iii) **Vendor Master:** Shall have facility to save the Name, Address, PIN code, Telephone, Fax and Contact Person details with mobile number, Rate of TDS, Mode of remittance like RTGS / NEFT, Vendors PAN, Vendor GSTN Number. Bank Account Number. Bank's GSTN Number. There should be facility to update the details of exemption / concession certificates such as Certificate number, certificate limit, valid from and to date, TDS rate as per the certificate and the section details under which such exemption is granted. The software shall record the payments done against each Invoice, containing the details of the Invoice Number, Invoice Date, Invoice Amount, CGST/SGST/IGST amount as per the invoice, date of Payment, Mode of Payment, TDS deducted, BGL Code from which deduction should be made in the CBS environment etc. It should be possible to generate Vendor wise and/or Purchase Order wise payment / TDS details. Importing data from existing system.

iv) **Employee Master:** The Employee Master shall have facility to capture Employee name, Employee Number, PAN, Designation, Residential Address, Phone Number, and Employment from and to Date. Any modification to the Employee Master shall be properly logged in Audit Log /Audit Trail. Importing of data from existing System.

v) **Salary Master:** The Salary Master shall have facility to save the salary details of employees with employee number. financial year, month, Basic Pay, DA, HRA, CCA, Special Allowance etc. along with the Perquisites values in respect of quarters, Furniture, Car etc. and details of the deductions such as Professional Tax, Investments under 80C to 80U and exemption u/s 10, for generation of Form 16 etc. There should be facility to include other incomes such as Income / Loss from house property, Income from other sources etc. All components of existing Salary / deductions shall be customizable for future requirements. There shall be an option to upload the details of the salary paid. Importing data from existing system.

vi) **Pensioner Master:** Bank is liable for TDS on Pension Payments as in the case of Salary of employees, Necessary facility to capture Name, Address, PAN, SB Account number of the pensioners is required as per TDS provision applicable to senior citizens. Facility to input the details for deduction u/s 80C to 80U.

vii) **Parameterization for Tax:** Parameterization shall be available in the system for maintenance of the IT slabs for salaries for individuals, women and Senior Citizens financial-year wise and various TDS rates for payment other than salaries as specified by the CBDT and shall calculate the amount of applicable tax based on the parameterizations maintained in the system. There shall be provision to indicate non deduction or lower deduction in specific circumstances u/s 194A i.e. TDS on interest on deposit where Form 15G/15H or an appropriate Certificate for lower deduction is submitted. Facility for online submission of 15G/15H as per notification of Income Tax Department should be available. Parameterization for specifying higher rate of TDS in cases where PAN is not available and separately for Companies and Non-Companies shall be available. TDS rates for Section 192 to Section 195 to be parameterized.

viii) **TDS Deduction Records:** The software shall have facility for uploading of the TDS data extracted from Core Banking containing the details of the Deposit Number, Interest Paid, TDS deducted, PAN, Name, Address and other customer details. Provision shall also be available for uploading of Salary deduction details. There shall be facility to edit /delete the TDS records and all such modifications shall require be authorizing by another supervisory user and logging in audit log. The software shall have facility for uploading of the data where TDS is not deducted also as required. There

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shall be provision for data entry of TDS details pertaining to Salary and Interest on Term Deposits, Commission, Rents, Contract payments and Professional fees etc.,

ix) **Remittance of Tax & submission of e-TDS Returns:** The software shall Compute and Generate TAN wise challan details separately for Companies, Non-companies and for each Section depending upon the Nature of Payment based on the data uploaded /entered in the system. The system shall have link to the e-Payment gateway of the tin-NSDL. The software shall update / link the details of the Challan with the relevant TDS records. The software shall generate 24Q/26Q/27Q returns and form 27A. There shall be facility to link to the tin-NSDL website for uploading the TDS returns. Once e TDS return is filed acknowledgment number and date of filing should be captured and saved for the record. Software shall prompt a message for payment of TDS & filling of return before due date

x) **Correction Records:** Facility for generation of correction returns even for earlier Period. Facility for downloading of the Consolidated TDS file from TRACES website shall be available. The system shall also keep track of Correction Returns / Revised Returns filed at different times as such. Facility to access TRACES-Software shall facilitate the access to TRACES website through Bank's server and support online correction return filing and downloading of Form 16/16A.

xi) **FVU Validation:** Facility for validating the files with the FVU of NSDL by integrating the FVU in the software and updating the same in the system as and when required without any additional cost. Facility for resolving error generated during generation of FUV files.

xii) The formats of Forms 24Q, 26Q, 27Q and 27A as available at NSDL site and other Formats / Reports will be shared with the Selected Bidder. The software shall have facility to save the data as required to be furnished in various columns of these reports.

xiii) There shall be appropriate links to transaction files to reduce data redundancy.

xiv) Any Compliance requirements for external / internal use shall be done free of cost.

xv) **Reports:** Reports to facilitate Statutory Audit/Internal Audit/Tax Audit. Shall be capable of generating Branch wise / Zonal Office wise for any particular branch or consolidated report in respect of the Branches mapped to it as per the user's choice and at CO for all Zones or for any particular Zone/Branch. Branch shall be able to generate a letter on filing of e-TDS quarterly return confirming the same to their Zonal Offices. Facility to view the status of filing of TDS returns by the controlling offices. The software shall generate a defaulters list on expiry of the due date and generates reminder letter to defaulting Branches/offices.

xvi) **Control and Monitoring:** Linking of the Branches to Zonal Office for Monitoring/Administrative functions. Facility for creation / modification / deletion of Branch Users and re-setting of Passwords at Zonal Office level as well as at CO. Proper Audit log in respect of Modifications in any of the Masters like Branch Master/Vendor Master/Agent Master/ Employee Master/ User Master/Resetting of Password/Master for maintaining of the Tax Slabs etc., and any addition/ deletion/ modification of the records.

xvii) **Help Desk:** The system shall have facility for display of help and to view manuals /guidelines in preparation of Regular/Correction Returns/ Revised Returns and shall contain details of various

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topics relating to e-TDS Returns, procedure for preparation, rates of TDS, useful links etc. There shall be facility for updating/ replacing of these documents to the system administrator.

The Service provider/Bidder provide one set of Design Manual, System Manual, User manual and Security Manual, as applicable for all the system/application to be used for Centralised TDS systems. The Service provider/Bidder shall also provide one soft copy of each of the manuals.

Documentation should be comprehensive & include:

- (a) Product literature
- (b) Operating manuals
- (c) General Specifications
- (d) Operator Reference manuals for each operator task
- (e) Messages manuals
- (f) Documentation on trouble shooting

xviii) **Changes in Annual Finance Act:** TDS Provisions are subject to amendments in the Annual Finance Act. Software should be capable of handling these changes /amendments without any additional cost to the Bank.

xix) **HARDWARE Requirements:** OEM/SI is required to provide for the detailed configuration of the recommended Development, Test, Disaster Recovery and Production server environments as per the requirements mentioned. Hardware intended to be sized and recommended by the bidder for workflow Software of Trade Finance Solution should be able to process the peak level transactions projected at the end of contract period, at any point of time seamlessly and adhere to the hardware utilization parameters mentioned in this document.

Performance Parameters:

The recommendations for the hardware should consider the following:

- a. The recommended hardware should be industry standard and have high reliability, fault tolerance, redundancy and high availability.
- b. The recommended hardware for the solution should not exceed 70% of CPU(s), Memory(s), storage space and storage performance utilization levels at any given point in time during the contract period.
- c. Clustering of the application and database servers where required
- d. The recommended hardware and software should support the Workflow Solution for Trade Finance automation requirements for a period of 5 years post the acceptance of the solution.

Network Requirements

Please provide the details of the network requirements for the proposed solution.

Disaster Recovery

The solution provided by SI must support Disaster Recovery plans as follows:

- 1. Allow fail over to a DR Site
- 2. Provide architecture and design for Disaster Recovery.
- 3. Disaster Recovery design to support that "No transactions are lost".
- 4. SI must detail out any licensing information related to Disaster Recovery design.

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Peak: The peak utilization of the components mentioned above should not cross 70% of its installed / activated performance parameters even at peak load for the entire contract period.

xx) SOFTWARE requirements:

E-TDS software which meets the functional specifications with necessary licenses for DC, DR and UAT setup. 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.

GENERAL ASPECTS IN SCOPE

- i). The selected bidder should provide required software and licenses, if any, including implementation / execution of the same within the stipulated time period.
- ii). The Bidder should take care of all aspects of installation on existing set-up, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on-site, as well as off-site support to ensure smooth operations during and post implementation on perpetual basis with an option to Bank to exit after 90 days notice.
- iii). Bidder will have to ensure the troubleshooting in all forms like technical, administrative, consultancy and Deductor/Deductee related issues etc.
- iv). Bidder should provide Non-Disclosure Agreement (NDA) based services.
- iv). Bidder should provide Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.
- v). The scope of the services is to be provided for the initial project duration for 3 years with an option to the Bank to exit after 90 days notice (Services will be deemed to have been implemented from the Go-Live date by the Bank).
- vi). Time, being an essential feature of the contract, the selected bidder is expected to implement & install the software in 4 weeks from the date of purchase order.

The above list is illustrative and not exhaustive.

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ANNEXURE-II

LETTER OF PROPOSAL / UNDERTAKING FROM THE BIDDER

To

The Assistant General Manager

Indian Bank

Accounts Department,

Corporate Office 2nd Floor,

254-260, Avvai Shanmugam Salai,

Chennai - 600014

Sir

**Reg.: Providing End To End Solution For Switching To A Centralized Web Based E-TDS System
And Ensuring Compliance To Tax Provisions**

We submit our Bid Documents herewith in accordance with the terms and conditions mentioned in the Request for Proposal (RFP).

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the 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.
- Bidder means the bidder who is decided and declared so after examination of Commercial Bids.

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

Date:

Place:



Annexure III
ELIGIBILITY CRITERIA

The Eligibility Criteria will apply to the Bidder along with its Affiliates / Group companies / member firms working under the common brand name. The bidder should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates or its member firms, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates or member firms. Self-declaration is to be furnished as per Annexure

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
1.	Applicant should be a Registered Company / Firm / LLP, with the standing of atleast 5 years in the line of business as on 31.03.2019 (In case of mergers/ acquisitions/ restructuring or name change, the date of establishment of earlier/ Original firm would be taken into Consideration)	Certificate of incorporation	
2	The Bidder should have made Net Profit during the last three financial years i.e. 2017-18, 2016-17 and 2015-16	Audited Balance Sheet and Profit & Loss Statements for previous three Financial Years i.e. 2017-18, 2016-17 and 2015-16.	
3	The applicant should have an average turnover / revenue of Rs. 2.00 crores in three financial years i.e. 2015-16, 2016-17 & 2017-18. The necessary supporting document has to be submitted along with the Bid.	Audited Financial Statements and / or certificate from Chartered Accountants in case of statutory audit not completed.	
4.	The firm should be handling similar TDS related activity i.e. e-filing of TDS returns, TDS default rectification, e-filing of Form 15G/15H etc. for at least three Public Sector Banks (PSBs) and for at least 500 branches / offices of the bank.	Copy of appointment letter /experience certificate indicating nature of activity performed, number of branches and period of assignment. (Credential certificate pertaining to last two FY issued by Controlling offices like Zonal Office / Head Office should be submitted along with the Bid.)	
5.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the statutory auditor of the Firm/ Company, who has audited the latest Financial Statements, as per Annexure- 'XVII'	

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6.	The Bidder should not have been black listed/ banned/ declared ineligible for corrupt and fraudulent practices by any Govt. Financial Institutions/Banks/ Government/ RBI/ ICAI/ Semi Government Departments/ PSUs in India and should not have any disciplinary proceedings pending against the applicant firm or any of the partners.	A self-declaration by the Bidder on Bidder's letter head as per Annexure VII .	
7.	The bidder should have its own software or duly licensed to sell the software to be procured by the Bank for this purpose.	Self Certificate should be submitted duly signed by the authorized signatory of the bidder	
8.	The bidder should be directly integrated with Income Tax e-filing site for direct filing of E-TDS and all other related returns (24Q/ 26Q/27Q etc. besides 15G / H) without any charges and not through TIN - FCS. The software application should be available at Bank's intranet for entry, modifications, validation, uploading as well as downloading of Form 16, 16 A	Credential certificate issued by Controlling offices like Zonal Office / Head Office stating that e filing is being done directly at Income Tax e filing site through the bidder's software and not through TIN-FCS	
9.	The bidder should be capable of providing the support / help desk to all the branches/offices of the Bank from a centralized location.	Self Certificate should be submitted duly signed by the authorized signatory of the bidder	
10.	Labour Law Compliance	Undertaking to this effect to be submitted	
11.	The Bidder company/firm/LLP should not be owned or controlled by any Director or Employee (or Relatives) of Indian Bank.	A Self Declaration by the Bidder on Company's Letter Head.	

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

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ANNEXURE IV(1)

BIDDERS INFORMATION:

S. No.	Information	Particulars / Response
1	Company Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Registered office address	
6	PAN/GST/TAN Number	
7	Whether MSME(quote registration no. and date of registration, copy to be attached)	
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	
9	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of Board Resolution/ Authorization letter in case of other than company)	
10	Contact persons address, telephone number, mobile number, Fax Number, Email ID. (give at least 2 contact persons details)	
11	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')
12	Details of major assignments	
13	Any other information considered relevant	

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

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

We also acknowledge the information that this bid is valid for a period of 180 days, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:



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ANNEXURE IV(2)

Particulars in respect of Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions during previous years as on 31.03.2018

S.No.	Name of Bank / Financial Institution	Brief details of scope of work	Name of person in charge from client side with contact no and e mail id	Period	
				From	To

(Signature, Name and designation of the authorized signatory)

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

Date:

Place:

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ANNEXURE IV(3)

Details of Partners / Directors of the Bidder firm / Company

S.No.	Name of the Partner / Director	Membership No. of Partners with ICAI	Association with ICAI/MCA/RBI/SEBI/IRDA in the area of consultancy

(Signature, Name and designation of the authorized signatory)

Date:

Place:

Note: Certificate of ICAI in proof of membership of the Partners as above should be submitted

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ANNEXURE IV(4)

Details of Full time professional staff of the Bidder firm:

S.No.	Name of the professional staff	Professional Membership Number of staff and Institute / Organization

(Signature, Name and designation of the authorized signatory)

Date:

Place:

Note: Certificate of ICAI / Other Institute / Organization in proof of membership of the professional staff as above should be submitted

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ANNEXURE IV(5)

Financial Performance of the Bidder

Financial Year	Annual Revenue from Indian Operations (Rs in crores)	Net Profit from Indian Operations (Rs in crores)
2015-16		
2016-17		
2017-18		

Certificate from the Auditor (CA firm) of the Bidder

This is to certify that the above information relating to M/s (Name of the Bidder) is correct as per information available in the books of the Firm.

Name of the Audit Firm:

Seal of the Audit Firm:

Firm Registration No.:

Membership No.:

Date:

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019
ANNEXURE V
PARAMETERS FOR EVALUATION OF TECHNICAL BID
TECHNICAL EVALUATION

S. No	Parameter	Basis of evaluation	Marking System	
	Part I			
1	No of years of experience in related field	Certificate of incorporation	Criteria 1 Mark for each year of experience	Max Marks 10
2	Utility for bulk uploading the data in the income tax site / TRACES site	Certificate from Banks	Utility for bulk uploading the data in the income tax site / TRACES site	10
3	Doing Centralisation of TDS & rectification -Number of Banks in India where the bidder is Successfully implementing/ implemented the relevant Tax Solution (Under implementation / Implemented)	Client Credential Letter /Completion Certificate stating the status of implementation	Years since doing successful TDS Centralisation(10): A. Less than 1 Year– 5marks B. From 1 to 3 year - 7marks C. More than 3 years – 10 marks	10
			successful TDS Centralization implemented in bank (10): A. 1 Bank – 5marks B. 2-5 Banks – 7marks C. More than 5 banks – 10 marks	10
			Years since doing successful TDS rectification (15): A. Less than 1 Year– 5marks B. From 1 to 3 year - 10marks C. More than 3 years – 15 marks	15
			TDS Rectification done/doing in bank (15): A. 1 Bank – 5marks B. 2-5 Banks – 10marks C. More than 5 banks – 15 marks	15
4	Adequacy of manpower to take care of Bank’s requirements for successful migration		5 Mark for each Professional staff	10
			“Professional Staff” means full-time staff with minimum qualification of Chartered Accountant / Cost Accountant / CPA / B.TECH (Computer Science / IT) / MCA or Cost Accountant / on the payroll of the bidder firm.	
5	Presentation covering the proposed implementation plan		Shall be evaluated by the internal Committee formed in the Bank for this purpose	20
	TOTAL			100

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Note:

The bidder should provide compliance statement for all the specifications of technical requirements.

All relevant product information such as user manual, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information could result in disqualification of the bid.

Hard copy of supporting documents or documentary proof for all the above criteria should be submitted to as part of the technical bid.

Signature of Authorized
Signatory Name of Signatory:

Designation:
Seal:

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ANNEXURE VI

COMPLIANCE STATEMENT

DECLARATION

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE -VII

UNDERTAKING FOR NON- BLACKLISTED
To be provided on letter head of the Bidder's Company

The Assistant General Manager
Indian Bank
Accounts Department,
Corporate Office 2nd Floor,
254-260, Avvai Shanmugam Salai,
Chennai - 600014

Dear Sir,

We, M/s _____ a company incorporated under the companies act, 1956 with its headquarters at, _____, do hereby confirm that we have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by any Govt. Financial Institutions/Banks/ Government/ RBI/ ICAI/ Semi Government Departments/ PSUs in India and have no disciplinary proceedings pending against the applicant firm or any of the partners.

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

Dated at ___day of _____2019.

Thanking You,

Yours faithfully,

Signature of Authorized
Signatory Name of Signatory:

Designation:

Seal:



REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE -VIII

COMMERCIAL PROPOSAL

(On Bidder / Applicant's letter head)

Assistant General Manager
Accounts Department
Indian Bank, Corporate Office
254-260, Avvai Shanmugam Salai
Royapettah, Chennai – 14

Dear Sir,

Sub : “Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions”

Ref: Your RFP No. ----- dated -----.

With reference to your RFP document dated _____, we submit here below the Commercial Proposal for selection for above.

S.No	Item Description -	Multiplication factor (A) (Number of Offices) (A)	Unit Cost (Per office per financial year) (B)	Total Cost per financial year (C) (C) = (A)*(B)
1.	SUPPORT AND CONSULTANCY CHARGES FOR PROVIDING SERVICES AS PER SCOPE OF WORK MENTIONED IN RFP DOCUMENT INCLUDING ON SITE AND OFF SITE SUPPORT	2900 (indicative)		

*Prices quoted should be:

- Inclusive of all costs, duties including customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc at the respective delivery location of the Bank but exclusive of applicable GST.
- Applicable TDS, if any, will be deducted from the payment.

I / We agree that this offer shall remain valid for a period of 180 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

Yours Sincerely

(Signature, Name and designation of the authorized signatory)

Date :

Place :

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE IX

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To:

The Assistant General Manager
Indian Bank
Accounts Department,
Corporate Office 2nd Floor,
254-260, Avvai Shanmugam Salai,
Chennai - 600014

In accordance with your bid reference No. _____ Dated _____
M/s _____ having its registered office at _____
(herein after called "bidder")
wishes to participate in the said bid for **Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions**. An irrevocable Financial Bank Guarantee (issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____
(Rs. _____) valid up to _____, 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 Indian Bank
(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) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs. _____
(Rupees _____) valid up to _____.

We, the _____ (Name of Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 having our Head office at _____ (Address of the Bank) amongst others a Branch at _____
(Address of Branch Office) (hereinafter called the Bank) therefore guarantee and undertake to pay immediately on first written demand by Indian Bank, the amount of Rs. _____ (Rupees _____) without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the bid or in case of 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.



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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 _____ (bidder), on whose behalf guarantee is issued.

Notwithstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

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 _____ banking hours 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 officers has set its hand stamped on this _____ Day of _____ 2019 at _____

Signature _____

Signature _____

Name of signatory _____

Name of signatory _____

Designation _____

Designation _____

Bank _____

Bank _____

Common Seal _____

Common Seal _____

(Note: Presence of restrictive clauses in the Bank Guarantee such as suit filed clause / clause requiring the purchaser to initiate action to enforce the claim etc. will render the Bid nonresponsive.)



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ANNEXURE - X

INTEGRITY PACT

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Indian Bank)

This Contract Agreement is made at on this..... day of 2019

BETWEEN

The Indian Bank represented through The Assistant General Manager, Corporate Office, Accounts Department, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014 (hereinafter referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

M/s..... (Name and Address of the Company/ firm/LLP) through..... (hereinafter referred to as the (details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for..... (Name of work) hereinafter referred to as the "Contract".

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

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

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NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- d) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his 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/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or

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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 Bidder(s) 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 cartelize 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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or

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indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

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3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Principal / owner.

Article 7-Independent External Monitor (IEM)

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to CMD, Indian Bank.
3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) with confidentiality.
4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related

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to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.
6. The IEM shall submit a written report to the CMD, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
7. The word "IEM" would include both singular and plural.
8. IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.
2. Changes and supplements need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Contract Agreement / Integrity Pact, any action taken by the Owner/Principal in accordance with this Contract Agreement/ Integrity Pact or interpretation thereof shall not be subject to arbitration.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

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Annexure – XI

(Undertaking from the bidder on their company's letter head)

We (and our employees) shall not, unless Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and / or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. 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 Bank make use of any document or information given by the user, except for purposes of performing the contract award.

We shall ensure the compliance of the guidelines of Central Vigilance Commission for the purpose of selection and employment of Bidders.

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

Signature and seal of authorized person

Date:

Place:

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE XII

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

AUTHORIZATION LETTER FORMAT

Place _____ Date _____

To:
The Assistant General Manager
Indian Bank
Accounts Department,
Corporate Office 2nd Floor,
254-260, Avvai Shanmugam Salai,
Chennai - 600014

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for **Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions** in the Indian Bank.

Mr./Ms.....is hereby authorized to attend the Bid Opening of the above RFP
Dated.....onon behalf of our organization.

The specimen signature is attested below:

(Name & Designation)

Specimen Signature of Representative

(Name & Designation)

Signature of Authorizing Authority

(Name & Designation)

Signature of Attesting Authority



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ANNEXURE XIII

(To be furnished on certifying CA's letter head)

NETWORTH DETAILS

(Amount in INR)

FY	Net Worth
2015-16	
2016-17	
2017-18	

Certificate from the Statutory Auditors / Chartered Accountants

This is to certify that the above information relates to the.....
(Name of the Bidder) are correct as per information available in the books of Firm/Company.

Name of the audit firm:

Seal of the audit firm

Firm Registration No.

Membership No.

Date:

Place:

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE XIV

(to be executed on Non-Judicial Stamp paper Rs 100/-)

NON-DISCLOSURE AGREEMENT

This Agreement made and entered into at -----, this ----- th day of ----- 2019

BETWEEN

-----a Company / Firm /LLP incorporated under the ----- having its Office at ----- (hereinafter referred to as “XXX” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

Indian Bank, a body corporate, constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act of 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai 600014, (hereinafter called as “Bank” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.)

XXX and Indian Bank are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

WHEREAS:

The parties have entered in to contract dated ----- and established business relationship between them for providing services of Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions (business relationship) in furtherance to RFP vide IN/Accounts/ RFP/TDS/01/2019-20 dated ----- . During the course of business relationship, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information and the service provider / contractor will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates and / or business partners.

Receiving Party means who receives Confidential Information

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Disclosing party means party who discloses Confidential Information

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**

1. Confidential Information: “Confidential Information” means all information disclosed/ furnished by either of the Parties to another Party in connection with the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement.

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3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term: This Agreement shall be effective from the date hereof and shall survive the expiration or termination of this Agreement due to cessation of the business relationship between XXX and Bank. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all

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other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties, relating to Non - Disclosure. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Governing Law: The provisions of this Agreement shall be governed by the laws of India.

10. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

Each person executing this agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

SIGNED for and on behalf of:- (Bank)	SIGNED for and on behalf of :- (Company)
Signature:	Signature:
Name:	Name:
Title: (Authorized Signatory)	Title: (Authorized Signatory)
Witness:	Witness:
Signature:	Signature:
Name:	Name:
Address:	Address:

(Signature of the Authorized Signatory may be affixed in all the pages of the documents)



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ANNEXURE XV

FORMAT OF PERFORMANCE BANK GUARANTEE

To
The Assistant General Manager
Indian Bank
Accounts Department,
Corporate Office 2nd Floor,
254-260, Avvai Shanmugam Salai,
Chennai - 600014

WHEREAS M/s _____
(Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of
contract No. _____ dated _____ to supply and maintain _____
_____ (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall
furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified
therein as security for compliance with the Supplier's performance obligations in accordance with
the Contract including Maintenance.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Supplier, up to a total of Rs. _____ (Rupees _____)
(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first
written demand declaring the Supplier to be in default under the Contract and without cavil or
argument, any sum or sums within the limit of Rs. _____ (Amount of Guarantee)
as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the
sum specified therein.



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This guarantee is valid until the _____ day of _____, 20__ and claim period is valid up to _____.

Signature of Authorised official with seal _____

Date : ____/____/2019

Address: _____

NOTE:

1. The Supplier should ensure that seal and code no of the signatory is put by the banker,s before submission of the Bank Guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



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ANNEXURE-XVI

SELF DECLARATION
(On the bidder's letter head)

To:

The Assistant General Manager

Indian Bank

Accounts Department,

Corporate Office 2nd Floor,

254-260, Avvai Shanmugam Salai,

Chennai - 600014

Subject: Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions

Dear Sir

To the best of our knowledge and belief, we (including our affiliates/ group companies/ member firms working under the common brand name) hereby declare that I/ we have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against me/us, nor been expelled from any project or agreement nor had any agreement terminated for breach by me/us.

This is also to certify that the information furnished herein and as per the documents submitted (hardcopy and softcopy) is true and accurate and nothing has been concealed or tampered with. We further certify that the contents of the softcopy are same as those provided in the hardcopy. We have gone through all the conditions of RFP document and are liable to any punitive action for furnishing false information / documents.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Date:

Place:



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ANNEXURE - XVII

LITIGATION CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

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

Dated at ____ day of _____ 2019.

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Firm Registration No.

Membership No.

Seal:

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE - XVIII

PERFORMANCE CERTIFICATE

(To be provided on letter head of the issuing company)

To:

The Assistant General Manager

Indian Bank

Accounts Department,

Corporate Office 2nd Floor,

254-260, Avvai Shanmugam Salai,

Chennai - 600014

Sir,

Reg.: Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions

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

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

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE -XIX

Undertaking from Original Equipment Manufacturer (OEM letter head)

To:

The Assistant General Manager

Indian Bank

Accounts Department,

Corporate Office 2nd Floor,

254-260, Avvai Shanmugam Salai,

Chennai - 600014

Sir,

Reg:Our bid for RFP For Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions

We hereby submit the following:-

1. We are the OEM of _____ product. M/s _____ is our authorized partner in India for the RFP for **Providing End To End Solution For Switching To A Centralized Web Based E-TDS System And Ensuring Compliance To Tax Provisions**.
2. The bidder i.e. M/s _____ has IP (Intellectual property) rights for the products or authorized reseller of the OEM product i.e. _____ to Indian Bank.
3. In case the authorized distributor i.e. M/s _____ is not able to perform obligations as per contract during contract period, we will perform the said obligations.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE-XX

FORMAT FOR PRE-BID QUERIES

Sl No	RFP No/Title	Point	Page No in RFP	Details Provided in RFP	Query / Changes Requested

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

ANNEXURE-XXI

CONTRACT FORM

THIS AGREEMENT made theday of....., 2019 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugham Salai, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (*Name of Service provider*) having its Registered Office at (*City and Country of Service provider*) (hereinafter called "the Service provider") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., (*Brief Description of Services*) and has accepted a bid by the Service provider for the supply/ installation/ maintenance of those services in the sum of Rs. (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price") towards monthly rent for ATM sites.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Service provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied / provided by the Service provider are as under:

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019

Signed, Sealed and Delivered by the

said..... (For Indian Bank)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Service provider)

in the presence of:.....

REF: IB/ACCOUNTS/RFP/TDS/01/2019-20 DATED 06.06.2019
ANNEXURE-XXII
CHECK-LIST FOR BID SUBMISSION

S. No.	Document	Attached with Bid (Y/N)	Page Numbers	
			From	To
1.	Terms and Conditions (Annexure – I(1))			
2	Terms and Conditions (Scope of Work) (Annexure – I(2))			
3.	Letter of Proposal / Undertaking from the Bidder (Annexure - II)			
4.	Eligibility Criteria (Annexure -III)			
5.	Bidders Information (Annexure - IV (1) to IV (5))			
6.	Parameters for Evaluation of Technical Bids (Annexure-V)			
7.	Compliance Statement (Annexure -VI)			
8.	Undertaking for Non Blacklisted (Annexure –VII)			
9.	Commercial Proposal (Annexure – VIII)			
10.	Bank Guarantee Format for Earnest Money Deposit (Annexure - IX)			
11.	Integrity Pact (Annexure - X)			
12	Undertaking from the Bidder on their Company's letter head (Annexure - XI)			
13	Authorization Letter Format (Annexure - XII)			
14	Net-worth Details (Annexure - XIII)			
15	Non-Disclosure Agreement (Annexure -XIV)			
16	Format of Performance Bank Guarantee (Annexure– XV)			
17	Self Declaration (Annexure – XVI)			
18	Litigation Certificate (Annexure – XVII)			
19	Performance Certificate (Annexure – XVIII)			
20	Undertaking from Original Equipment Manufacturer (OEM Letter Head) (Annexure XIX)			
21	Format for Pre-Bid Queries (Annexure XX)			
22	Contract Form (Annexure XXI)			
20	Check-list for Bid Submission (Annexure - XXII)			
21	DD of Rs 20,000./- including goods and service tax at applicable rate payable to Indian Bank toward cost of Tender Document (Please mention the tender name with year and company/organization name at the back of DD/Pay order)			
22	Certified true copy of Power of Attorney / Board Resolution authorizing official for signing the Bid			
23	A Performance Satisfactory letter from concerned Department of Indian Bank (applicable where bidder has done any			

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	assignment with Bank during last five years)			
24	Any other document			