

Corporate Office
254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014.

Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation

RFP Reference No	RFP: DT/TMO/2021-22/001
RFP Issuance Date	07.09.2021
Last Date of Submission of Bid	06.10.2021

Issued by:

Transformation Management Office
Indian Bank, Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.
Phone: +91-44-2813 4643/ 4672

Email: tmobpr@indianbank.co.in, gmtmosectt@indianbank.co.in

Website: <http://www.indianbank.in>

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[A]: Important Dates and Information on RFP Submission

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	7 th September, 2021
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries/ clarifications before the Pre-bid Meeting)	16 th September 2021 Upto 5.00 PM Format for clarification is enclosed as Annexure-15
3	Pre-bid Meeting Date and Venue Details	3:00 P.M on 23 rd September 2021 through virtual/physical mode. Bidders willing to participate in pre-bid meeting need to submit their details at tmobpr@indianbank.co.in on or before 21 st September, 2021. Details of virtual/ physical meeting would be communicated to interested bidders separately.
4	Last Date of Submission/Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response)	3:00 P.M on 06 th October 2021 Address for physical submission: Indian Bank, Corporate Office, TMO Dept, 3 rd Floor, 254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014.
5	Eligibility cum Technical Bid Opening Date	3:30 PM on 06 th October 2021
6	Date, time and venue of presentation by the eligible bidders	Shall be intimated separately by the Bank through email.
7	Date of Opening of Online Commercial Bid	The commercial bids will be opened for those Bidders who qualify in both eligibility and technical evaluation. The date for opening of commercial bid would be communicated separately to the technically eligible Bidders.
8	Cost of RFP	Non-refundable Rs.20,000/- (Rupees Twenty Thousand only) in the form of DD favouring "Indian Bank". (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):

		Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour Mode of submission: (Offline for DD/Online for e-transfer)
9	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website https://www.tenderwizard.in/indianbank
10	Documents to be submitted physically by Bidders (Offline Mode)	1. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour 2. Integrity Pact
10	RFP Coordinator	Name: Mr. Anil Sharma (Deputy General Manager) Transformation Management Office Department 3 rd Floor, Indian Bank, Corporate Office, 254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014. Contact No: 044-28134672 Email: tmobpr@indianbank.co.in .
<p>The RFP document can also be downloaded from Bank's website https://www.indianbank.in and e-procurement portal: https://www.tenderwizard.in/indianbank.</p> <p>Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website and e-procurement portal only.</p>		

Note: Indian Bank, does not take responsibility of any offers damaged/lost in transit/delivered at incorrect address prior to receipt of it at its designated office.

Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted **online only** through e-procurement website along with physical submission of documents mentioned in Point No. 10 of [A] (Important Dates and Information on RFP Submission). Further Bidders have to submit their **final commercial bid** as per the format given in the RFP along with the technical bid on our e-procurement portal. Technical bids submitted by all the bidders will be evaluated and commercial bids of only technically qualified bidders will be opened.

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/indianbank>. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.
2. Documents to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our eligibility criteria and terms & condition, will be liable for rejection.

The original RFP (and any addendums, if any) needs to be signed and stamped by the Bidders and has to be submitted along with the Technical Bid.

Time is as per Indian Standard Time. The above dates and time are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates mentioned above, the Bids shall be opened on the next working day at the same time specified unless communicated otherwise.

Issued By:

General Manager (TMO/BPR)
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugham Salai,
Royapettah,
Chennai 600 014.

[B] Glossary of terms

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to 'Indian Bank (IB)' including its Branches, Administrative offices, processing centres/HUBS, cells and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks)
2. Recipient, Respondent, consultant, consultancy firms, Bidder, Applicant means the respondent to the RFP document.
3. RFP means the "Request for Proposal" document.
4. Proposal, Bid, offer means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the Bidder and submitted to 'Indian Bank'
6. Selected consultancy firm and the Bank shall be individually referred to as "party" and collectively as "parties".

ii) Other Terms and abbreviations:

SI No	Terms used in the RFP	Terms and abbreviations
1	IB	Indian Bank
2	RBI	Reserve Bank of India
3	TMO	Transformation Management Office
4	CASA	Current Account Savings Account
5	NPA	Non-Performing Asset
6	EMD	Earnest Money Deposit
7	EASE	Enhanced Access and Service Excellence
8	STP	Straight Through Process
9	API	Application Programme Interface

Confidentiality:

*This document is meant for the specific use by the Bidders/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Indian Bank expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s shall undertake that they shall hold the information received by them under the contract "in trust" and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose of the contract as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on "need to know" basis only and to ensure confidentiality of such information disclosed to them. The Bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.***

DISCLAIMER

The information in this Request for Proposal (“RFP”) document provided to bidders 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 such information is provided. This RFP document is not an agreement, offer or an invitation by Indian Bank to enter into an agreement/contract in relation to the service but is meant for providing information to the applicants who intend to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). This RFP is designed with the purpose to assist the applicants/ Bidders to formulate their proposal and does not claim to provide all the information that may be required by the applicants/ Bidders.

Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Indian Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder require. Indian Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank’s website. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency, capability, expertise of them to participate in this RFP and to provide all the services and deliverables under the RFP to the Bank.

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

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

Indian Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

GENERAL INFORMATION

Indian Bank (hereinafter called the “bank”) is floating Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation.

Shortlist of Bidders shall be prepared after evaluation of the technical Bids submitted by the Consulting Companies.

Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria, data & documents required (if any) to be submitted along with RFP, criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document. The RFP document can be downloaded from the Bank’s website www.indianbank.in and alternatively hard copies of the document can be obtained from Indian Bank, Corporate Office: Transformation Management Office Department, 3rd Floor, 254-260, Avvai Shanmugham Salai, Royapettah, CHENNAI – 600014 and on request by mailing to tmobpr@indianbank.co.in (Email).

Overview Indian Bank:

Indian Bank, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907.

Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14.02.2021. In the last 114 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian banking industry. Bank's foremost priority has been to serve the people and its nation.

The Bank has two subsidiaries viz., Indbank Merchant Banking Services Ltd and Ind Bank Housing Ltd. Bank also has two joint ventures namely Universal Sompo General Insurance Company Ltd. and ASREC (India) Ltd.

Bank has three sponsored Regional Rural Banks viz, Saptagiri Grameena Bank headquartered at Chittoor (Andhra Pradesh), Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Puduvai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

Bank has been pioneer in developing many digital products viz., IB Smart Remote and has received many awards on digital front.

Bank has been making profit continuously since 2002 and has been self-sustaining in terms of capital adequacy.

VISION:

"Delivering excellence in financial services through customer focus, employee engagement and sustainable growth"

MISSION:

- Bring the best of innovation and technology in our offerings
- Be responsive to the unique needs of every customer through all channels of choice
- To provide value to stake holders
- Empower and engage our employee

As on 31st March 2021, Bank's total Global business reached Rs.9,28,388 Cr consisting of Deposits at Rs.5,38,071 Cr and Advances at Rs.3,90,317 Cr.

As on 31st March 2021, Bank has Pan-India network with 20593 touch points including 6004 Brick & Mortar branches, 5428 ATMs/BNAs, 9161 Business Correspondents. The Bank has expanded its foot print overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo.

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears itself for riding on the digital wave. After the amalgamation, the Bank is poised to grow on both business and profitability fronts. The emphasis will be to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus will be on increasing the CASA share in deposits while looking at diversified growth in credit. Cost optimisation and increasing revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

Technology Environment

Indian Bank has all its branches on Core Banking Solutions, has a range of customer centric and other solutions like full suite of Core Banking Solution, payment systems like IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, e-Kiosk, Internet Banking, Mobile Banking, e-payment of Taxes, Utility Bill, Ticket, Donation, etc., SMS alerts and Corporate Net Banking. Bank has launched an integrated mobile app having various functionalities with biometric login. As a part of enhancing customer experience, Bank has also launched an AI-Chatbot, ADYA, that is currently available on Bank's website and Mobile banking as an additional interface for answering customer queries and lead generation.

For further details, you can visit Bank's website www.indianbank.in

INDEX

	Contents	Page No
1.	INTRODUCTION	15
1.1	Introduction	15
1.2	Information provided	15
1.3	Cost Borne by Respondents	15
1.4	No Legal Relationship	15
1.5	Recipient Obligation to Inform itself	15
1.6	Evaluation of Offers	16
1.7	Errors and Omissions	16
1.8	Standards	16
1.9	Acceptance of Terms	16
2.	RFP – RESPONSE TERMS	16
2.1	Clarification and Amendment of RFP Documents	16
2.2	Submission, Receipt and Opening of Bid	17
2.3	Bidding Process	17
2.4	Request for Proposal (RFP) Validity	18
2.5	Language of Tender	18
2.6	Disqualification	18
3.	LODGEMENT OF RFP RESPONSE	18
3.1	Cost of RFP	18
3.2	Bid Security Declaration	18
3.3	Formats of Bids	18
3.4	Late RFP Response Policy	19
3.5	Notification	19
4.	TERMS OF REFERENCE	19
4.1	Purpose	19
4.2	Scope of Work	20

4.3	Non-Exhaustive Clause	32
4.4	Program Length	32
4.5	Payment terms	32
5	BIDDER'S ELIGIBILITY CRITERIA & EVALUATION PROCESS	33
5.1	Eligibility Criteria	33
5.2	Evaluation Process	34
5.2.1	Preliminary Scrutiny	34
5.2.2	Technical Bid Evaluation Criteria	36
5.2.3	Overall Evaluation Criteria	38
6.1	Other Rules for Responding to this RFP	39
6.2	Bid by Related Parties:	41
6.3	Commercial/Price Bids	42
6.4	Price Comparisons	43
6.5	Other Expenses	43
7.	GENERAL TERMS AND CONDITIONS	44
7.1	Rejection of Bids	44
7.2	Representation And Warranties	44
7.3	Relationship Of Parties	46
7.4	No Assignment	47
7.5	No Right To Set Off	47
7.6	Publicity	47
7.7	Conflict Of Interest	47
7.8	Solicitation Of Employees	47
7.9	Notices And Other Communication	47
7.10	Subcontracting	48
7.11	Substitution Of Team Members	48

7.12	Limitation Of Liability	48
7.13	Confidentiality	49
7.14	Visitorial Rights	50
7.15	Compliance With Laws	51
7.16	Indemnity	52
7.17	Service Level Agreements And Non-Disclosure Agreement	53
7.18	Force Majeure	53
7.19	Penalty And Liquidated Damages	54
7.20	Termination	55
7.21	Resolution Of Disputes	56
7.22	Jurisdiction Of Court	57
7.23	Integrity Pact	57
7.24	Adoption of Integrity Pact	57
8	Instructions for Bidder for e-Tendering	59
Annexure 01	Bid-Table of Contents	63
Annexure 02	Bid Security Declaration	66
Annexure 03	Undertaking	67
Annexure 04	Conformity Letter	68
Annexure 05	Profile of Proposed Team Leader and Core team members	69
Annexure 05A	Staffing schedule for the duration of the project	70
Annexure 06	Undertaking for Information Security	71
Annexure 07	Performance Guarantee	72
Annexure 08	Commercial Bid	75
Annexure 08A	Commercial Bid (Format for Masked Bid)	76
Annexure 09	Integrity Pact and Integrity agreement	77
Annexure 10	Approach, Methodology and Work-plan	84
Annexure 11	Format for Submission of Project Timelines	85
Annexure 12	Letter of Authorization for Submission of Response	86
Annexure 13	RFP Response Covering Letter	87

Annexure 14	Compliance Statement	88
Annexure 15	Pre-Bid Queries Format	89
Annexure 16	Comments Format	90
Annexure 17	Experience Details	91
Annexure 18	Turnover, Net worth and P&L Details	92
Annexure 19	Form of Self Affidavit / Declaration-A	93
Annexure 20	Form of Self Affidavit / Declaration-B	94

1. INTRODUCTION

1.1 Introduction

This Request for Proposal (RFP) document has been prepared solely for the purpose of appointment of Consultant to provide consultancy services in defining digital transformation roadmap for the bank in line with business goals and to provide tools & processes to complete in a time bound manner.

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

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of their directors, officers, employees, agents, representative, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updation or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of their directors, officers, employees, agents, representative, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.4 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.5 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.6 Evaluation of Offers

Each Recipient acknowledges and accepts that the Banks may, at its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.7 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications specified in “[A] Important Dates”.

1.8 Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

1.9 Acceptance of Terms

A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.

2. RFP RESPONSE TERMS

2.1 Clarification and Amendment of RFP Documents

The **bidder may request a clarification on any clause of the RFP documents before the date mentioned in “[A] Important Dates” for receipt of queries/clarification.** Any request of the clarification must be sent by standard electronic means to tmobpr@indianbank.co.in. The bank will upload the replies to the queries on Bank’s website and no individual correspondence shall be made by the bank. In case there is delay in submitting the reply, the last date for submission of RFP response may be extended at sole discretion of the bank. The clarification of the Bank in response to the queries raised by the bidder/s, will become part and parcel of the RFP and it will be binding on the bidders.

At any time before the submission of the proposal, the bank may amend the RFP by issuing an addendum and hosting it in the bank’s website. The addendum will be binding on all the bidders. To give bidders reasonable time to take an amendment in their proposals the bank may, if the amendments being substantial extend the deadline for the submissions of the proposals.

2.2 Submission, Receipt, and Opening of Bid:

The original bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person, who has signed the proposal, must initial such corrections.

An authorized representative who would be signing the Submission letter shall initial all pages of the original Bid Document with bidder's seal.

The Bid documents (Technical / Commercial) along with the data as per the formats mentioned in Annexure-1 (Bid-Table of Contents) and Annexure-8 must be submitted.

The last date for submission of response to RFP is as per "[A] Important Dates".

The bids will be opened on date mentioned as per "[A] Important Dates".

2.3 Bidding Process

Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website along with physical submission of documents mentioned in Point No. 10 of [A] (Important Dates and Information on RFP Submission). Further Bidders have to submit their final commercial bid as per the format given in the RFP along with the technical bid on our e-procurement portal. Technical bids submitted by all the bidders will be evaluated and commercial bids of only technically qualified bidders will be opened

Technical Bid:

The Technical Bid should be completed in all respects and contain all information asked for in the exact formats given in the RFP, except prices **as per Annexure-1**. It should be submitted with pages properly numbered, each page signed and stamped. Signed and stamped copy of Annexure-1 should also be submitted along with Technical Bid.

The Technical Bid must not contain any price information. The Bank, at its sole discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

Commercial Bid:

The Commercial Bid should be submitted strictly as per Annexure-8 and should contain all relevant price information and should not contradict the Technical Bid in any manner.

Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected.

2.4 Request for Proposal (RFP) Validity:

- a. Bids shall remain valid for 180 days from the last date of opening of commercial bids. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh bids at any time during the Bid validity period, if considered, necessary.

2.5 Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

2.6 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will be a disqualification from the RFP process.

3. LODGEMENT OF RFP RESPONSE: -

3.1 Cost of RFP

Cost of RFP as mentioned in "[A] Important Dates – 8 Cost of RFP" to be submitted before the last date of bid submission. The RFP response without the accompanying amount towards Cost of RFP shall be rejected by the Bank.

3.2 Bid Security Declaration

The Bidder shall furnish, bid security declaration as per Annexure-2, certifying that they will not withdraw their bid during the period of bid validity specified in this RFP and will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP. In case Bidder withdraws its bid, Bank may debar the bidder or take suitable steps as deemed feed.

3.3 Formats of Bids:

The Bidder should use the formats prescribed by the Bank in the tender for submitting both Eligibility cum Technical Bid (as per Annexure-1) and Commercial bids (as per Annexure -8)

The Bank reserves the right to ascertain information from the banks and other institutions to which the Bidder have rendered their services for execution of similar projects.

3.4 Late RFP Response Policy

It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. Evaluation/ rejection of the response will be decided by the bank at its own discretion. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

RFP received late on account of any reason whatsoever will not be entertained. The RFP not accompanied by the Bid Security Declaration and Cost of RFP deposited as mentioned in "[A] Important Dates" are liable to be rejected as NON-RESPONSIVE.

3.5 Notification:

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

4. TERMS OF REFERENCE:

4.1 Purpose

Bank has to transform and strengthen its digital delivery channels which is one of the key initiative, in order to enhance customer experience and provide operational convenience thereby retaining, adding new customers, minimizing the cost of delivery, increase the customer base through Alternate Delivery channels and to improve business, profitability and market share of the Bank.

The Bank, for this purpose, invite proposals from Bidders who are interested in participating in this RFP and must fulfil all the eligibility criteria mentioned under point number 5.1 of this RFP and are also in a position to comply with the technical requirement mentioned and submit the required proposal as per the RFP. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.

4.2 Scope of Work

The scope will cover following modules: -

- Module 1: Define Digital Transformation Roadmap for the Bank
- Module 2: Digital Lending: - Define, design and Implement Digital Lending journeys
- Module 3: Digital Liabilities and enhancement to digital channels
- Module 4: Devise strategy for Digital Marketing and on boarding of new customers.
- Module 5: Digital Architecture: - Revamp of I.T Architecture and Vendor selection
- Module 6: Fintech's and Vendor on boarding
- Module 7: Training & Change Management for roll out of customer Journeys and Structure of Digital organization, capability-building.
- Module 8: - Program Management Support throughout the duration of the program

Module -1 Define Digital Transformation Roadmap for the Bank- (Timelines: 2 Months)

Gap analysis

- Prepare Gap analysis on current digital framework and proposed strategy for digital transformation.
- Identify gaps in digital products like Mobile Banking, Internet banking POS, Bhim Aadhar pay/QR, CMS and other digital products of the Bank, in comparison to the similar products offered by domestic and global competitors and suggest best in industry model.
- Study of existing structure through which digital initiatives are driven in the Bank.
- Suggest digital products (asset and liability) available in the industry which are to be digitized in the bank.
- Study of existing technology landscape of Bank and assessment of digital readiness.
- Assess the current policies and design a suitable Digital Policy (including Digital Lending) for digitization in line with Risk Management policy of the Bank and Regulator.

Design a transformation roadmap for the bank across asset and liability products for the next 5 years.

- Define the Digital Vision for the Bank
- Establish macro trends affecting digital business.
- Gap Assessment - Study of the existing Asset/Liability products, processes.
- Identify products/processes available in the bank which have the potential to be digitized in the Bank. Further, identify new products which bank can introduce on digital platform.
- Define opportunity to use decisioning / Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practice.
- Setting priorities for the identified products and processes to be digitized

- Cost benefit analysis of Major products and processes identified for digitization.
- Basis the benchmarking, devise various options available to phase the digital transformation roadmap and evaluate the pros and cons of each option.
- Develop an overall strategy and blueprint for the digital transformation.

Digital Operating Models and Design of Pre- Approved Models

- Consultant to develop Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practices.
- Evaluate and recommend preferred Digital operating model from the choices of prevailing models in the Industry.
- Suggest ways to delineate dependencies with other business verticals or functions, in consideration to the guidelines of the regulatory authorities.

Module -2 Digital Lending: - Define, design and Implement Digital Lending journeys & Transformation of key Corporate Banking journeys (Design Timeline: T+2 months; Tech vendor selection: T+4 months; Implementation: 08 months covering top 10-14 journeys, over two phases.) Additional journeys of Phase 3 to be implemented subsequently by the Bank, if required

(a) Consultant to prepare a road map and strategy for end to end digital lending in Retail, MSME and Agri products in Phased Manner. The project will:

- Clearly specify the number of journeys in each phase of 4 months each, starting T+4 months and products to be digitized in each phase.
- Detailed assessment of current capabilities of Bank's top 7-9 RAM asset journeys viz. Home Loan, Home loan Top-up, Auto Loan, Jewel Loan, Personal Loan, Pension Loan, MSME loans upto 10 lacs (including Mudra Loans), MSME renewals, KCC etc. Consultant to complete these end to end digitisation journeys over T+12 Months.
- Prioritizing the products and selection of journeys for end to end lending on the basis of following points: -
 - Existing business share/ business volume and man hours.
 - Potential Business upside from digitizing the products complexity of product and customer journey.
 - Products having similar process flow.
 - Ease of Implementation.
- Design of Operational and Credit Policies for Digital lending Products
 - Underwriting of the products
 - Design Pre-approved Models based on Customer behaviour and analytics.
 - Digital Score cards for screening at own channels/ third party sourcing journeys in line with Risk Management Policy of the Bank and Regulator.

- Design of Product Notes for Digital Lending journeys for each phase.
- Design initiatives for EASE Agenda in respect of digital capabilities.
- Design end to end customer journeys for each prioritized journey across all phases
 - Study the existing loan appraisal process (underwriting) and redefine the process with minimum degree of manual intervention.
 - Consultant to interact with customers, Branches, Zonal Offices, FGMOs, business and control departments to understand the challenges/ obstacles faced by them in the existing processes and suggesting corrective measures.
 - Design user friendly process flow from sourcing of application to disbursal with minimum steps.
 - Identify possible hurdles likely to be faced by stakeholders.
 - Formulate separate journeys for existing and new to bank customers.
 - The designs of the customer journey should be such that there is reduction in TAT, a better customer experience, decrease in operational cost to the bank and also reduced operational risk.
 - Design/ redesign the user-friendly applications formats.
 - Describe proportion of STP and Bionic process in various digital lending products
 - Study the existing disbursement process with a view to
 - Digital Execution of documents
 - Requirement of manual intervention
 - Reduced TAT.
 - Provide statutory clarity/regulatory interface on various issues relating to digital lending business.
 - Regular updates and meetings with experts in the fintech's related to Digital lending business
 - Defining dependencies with other business verticals.
 - Clearly defining the roles and responsibilities of each business vertical involved in digital lending space.
 - KPIs to be defined for the teams involved in the Digital lending space.
- Devising Strategies to offer digital lending products through various channels like Mobile Banking, internet banking, TAB banking and other channels to be suggested.
- Devising process flow for post loan disbursement services such as online closure balance and process for digital closure of loans.
- Devising process flow for automation of communication with loan customers and also for collection and recovery.
- Strategy on automation of blocking linked accounts of the customer for recovery of dues.
- Consultant to advise on tie-up with E- wallet companies for collections.
 - Strategy for tie-up with payment wallets

- Tie-up arrangements
- Process flow for collection
- Devising strategy for mapping of business canvassed through digital lending process either based on geographical location, creation of neo branch, parking at any central location or any other way which is suitable for the bank and based on the best industry practices.
- Consultant to analyse the following after launch of Journeys of each phase: Reduction in Turnaround time
 - Proportion of STP
 - Cost of processing
 - Customer experience and feedback
- Put in place a plan to scale up the launched Journeys based on the feedback/pilot runs including capability building and adoption program of field level functionaries/sales teams.
- In line with the recent Account Aggregator (AA) and Umbrella Organisations rolled out by RBI, the consultant must devise a strategy and help in preparedness for AA for Indian Bank.

(b) Transformation of key Corporate Banking journeys:

- Conduct gap analysis of top 3-5 corporate banking journeys across cash management, trade finance, treasury and Channel financing etc.
- Identify and prepare blueprint of new journeys, incl. new capabilities to enhance functionalities of existing channels and upgrades required
- Clearly specify the number of journeys in each phase of 4 months each, starting T+4 months and products to be digitized in each phase.

(c) Share design and blueprint for journeys in Phase 3 covering 6-8 journeys (to be implemented by the Bank, if required post T+ 12 months).

Module 3: Digital Liabilities and enhancement to digital channels- Design, Enhancements, and vendor on boarding - Timeline: T+4 months; Implementation: 08 months covering top 3-5 journeys, broken down into two phases of 4 months each (implemented by T+12); additional journeys of Phase 3 to be implemented subsequently by the Bank, if required.

- Conduct gap analysis identify initiatives for new capabilities to enhance functionalities of existing channels and provide program management support for implementation of these initiatives for digital liabilities and channels.
- Study of Major products and processes in the bank including channels like mobile banking, internet banking and trade portals.
 - Plan for revamping/ upgradation of channels
 - Addition of products and services through these channels for a better customer experience.
 - New age Customer service/ Banking Channels and identify best fit channels for the Bank.
- Identify products/processes available in the bank which have the potential to be digitized. Further, identify new products which bank can introduce on digital platform.
- Prioritise Journeys, set priorities and make a phase-wise rollout plan for 2 phases of 4 months each with top 3-5 journeys to be covered by T+12, with emphasis on design/strategy and digital journey for revamping Mobile Banking in the 1st Phase itself, along with benchmarking with best industry practice.
- Design of new channels and applications, based on the needs, usage, expectations of the customers.
- Study the existing process of transactions through Business Correspondents (BC's) and devise strategies to digitize the process wherever feasible. The BC model to be designed in such a manner so as to take care of collection and various other activities.
- Strengthening compliance for BC (banking Correspondent) model of the Bank.
- Share design and blueprint for journeys in Phase 3 covering 3-5 journeys (to be implemented by the Bank post T+ 12 months, if required).

**Module 4: - Devise strategy for Digital Marketing and on boarding of new customers:
Define strategy for digital marketing of products aligned to customer segments
(Timeline: 4 months, T+2 to T+6)**

- Detailed design of contact centre to ensure end to end digitization of journey and reduce customer drop off
 - Design of in house /outsourced contact centre
 - Detailed design to achieve best-in-class contact centre metrics on call abandonment etc for digital leads
- Devising strategy to use data analytics and behaviour analysis of customers for increasing cross sell/ upsell of Loan products by targeting existing customers with personalised offers.
- Devise digital marketing Strategy for Marketing for all type of products and services (both Digital/ Non Digital) and on boarding of new customers.
- Study the present marketing strategies/structure of the bank and suggest ways and means to revamp the strategies/structure.
- Strategy for creation of Digital Marketing cell and define process flow and functional design.
- Frame strategy for Marketing through Social Media channels.
- Focus to increase visibility in the market through all digital channels to reach target segment in each product segment.
- Strategies to acquire 'new to the bank' customer.
- Revamping of Digital Lead Management and Lead tracking System.
- Assessment of KPI's and KRA's of Marketing Officers digitally.

Module 5: Digital Architecture - Revamp IT & Architecture to support Transformation
(Timelines –T+4 Months)

- The Consultant has to define strategies and technological solutions for IT & Digital operating model with detailed structure, specifics of the technological solutions to be utilized, roles and responsibility of the team, manpower requirement etc.
- Design Digital Architecture for the bank covering application, infrastructure and security architecture for the bank
- Detail the technological solution offered for end to end digitization along with the enterprise architecture
- Provide guidance to the bank for implementing Open Banking Architecture using ESB (enterprise service bus) and API Management solution.
- Assistance for smooth integration of existing channels with the middleware software which is under implementation.

- Bank's payment gateway / integration with bill payment modules / merchant aggregator modules / Merchant banking software.
- Prepare policy for providing API based services to Neo Banks in near futures.
- Review the Cloud Policy of the bank to enable the migration to cloud for existing and new applications considering all Data Security and privacy aspects.
- To explore more effective use of Cloud to reduce transaction and technology cost.
- Design function specific data marts for identified initiatives/ applications (data identification, data quality frameworks).
- Identify opportunities for reduction in cost and TAT through digitization.
- Defining blueprint for linking LLMS and various other applications available with the Bank and proposed to be procured as part of digital transformation for Digital lending platforms.
- Study the present infrastructure and advise on the infrastructure requirements for Digital Lending.
- Comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder.
- Prepare and assist the Bank in adopting technologies supporting Blockchain. The same may be used for cross border transactions using Ripple etc., which other BFSI organisations have done.
- Review the Bank's existing IT policy relating to digitisation by factoring data inputs from the Industry wise best practices.
- Assist the Bank in adopting in Artificial Intelligence (AI) and Machine Learning (ML) enabled solutions in Bank's environment.

The areas identified by the bank for Digital Transformation will have digital and cyber security implications. These will need to be addressed by the engaged consultant. Consultant's inputs (reports or advice) on security implications (because of redesigning/revamping/digitisation) will form integral part of the scope of the consultant.

Module 6 : Fintech's and Vendor on-boarding – (Timeline -T+4 Months)

- Consultant will support and guide the Bank to design and release RFPs for Fintech's/ vendor on boarding in case of need during the process of Digital Transformation.
- Devise strategy for tie-up with fintech companies as tech enablers and for business volume generation and vendors in case of implementation of digital lending.
- A FinTech selection and on boarding policy to be designed by consultant.
- Devising strategies on making tie-up with Fintech companies. This should include preparing a process document, support for identification, on boarding and integrating the fintech service providers/vendors with the bank.

- The consultant to provide recommendations for on boarding FinTech's/partnerships along with cost benefit analysis.
- Tie-Up with fintech partners to increase Bank's share of Business in rural and semi urban areas
- Devise strategies on making tie-up with Fintech companies to acquire new customers
- Support and guide the bank for RFP for on-boarding fintech companies which includes evaluation process

Module 7: - Training & Change Management for roll out of customer Journeys and Structure of Digital organization, capability-building.

- Define Digital organization structure required for driving transformation effort across the Bank e.g., new skill-sets
- Support Bank in initiating the functioning of the Digital organization i.e. ways of working, KPIs, interaction with various teams, etc.
- Roll out Plan and implementation - Consultant to draw a rollout and Implementation for digital Transformation in the bank and ensure successful Change Management with focus on:
 - Pilot rollout and full roll out plan
 - Communication with field
 - Preparation of training material & SOPs
 - Support adoption of change by the staff.
- Consultant to support and work with TMO department/ Training Centres and Business departments for adoption of the changes and scale up lending through Digital Channels.
- Identifying the training needs of the employees in the context of digital transformation and Devise Strategy to revamp and strengthen various e-learning /virtual learning/training program for the employees which is proposed to be part of digital transformation.
- Study the existing training process and analyze the gaps in terms of skillset and capability in the bank and devise suitable strategies for digitizing the training process.
- Devise suitable training program with a view to implement digital transformation in the bank.
- Support in organizing the digital business and identify KPIs for tracking on an on-going basis.

Module 8:- Program Management.

- Assist the Bank in setting up Steering Committee and Project Delivery Team across various workstreams (business, operations, technology, regulatory, compliance, human resources, etc.).
- Consultant to assist Transformation Management Office (TMO) for overall coordination of the project.

- Basis discussions with Bank management, establish overall project governance structure to include the roles and responsibilities of the Steering Committee and Project Delivery Team.
- Communicate the Digital transformation objectives to the project team
- Discuss progress on the digital transformation plan with workstream leads and regularly track the implementation status
- Report to the Project Sponsor and Steering Committee based on established cadence
- Manage quality, risks, issues, and changes
- Understand the key bottlenecks / challenges faced and discuss with concerned stakeholder to identify solution
- Support specific workstream with dependency management, co-ordination and highlight best practices
- Support should be extended till the full roll out of the products and completion of the project for completion of Phase-1 and Phase-2 priority journeys and initiatives.
- Provide program management support for Implementation of the proposed digital lending journeys across 2 Phases
 - Clearly defined timelines for each customer journey
 - Define specific functionality for each identified initiative.
 - Design the process flow and rollout plan for the identified products and processes and extend support in implementation
- Rollout Plan and implementation – Consultant to draw a rollout and implementation plan for digital transformation in the bank and ensure successful change management.

Brief List of Deliverables

1 Design Phase: - (2 months) covering below deliverables module wise: -

Module	Deliverables
Module 1: Define Digital Transformation Roadmap for the Bank	<ul style="list-style-type: none"> • Gap analysis • Digital Blueprint and Business Plan • Digital Transformation roadmap for the bank for 5 years
Module 2: Digital Lending (RAM): (a) Define and design Digital Lending journeys	<ul style="list-style-type: none"> • Product Prioritization across Retail, MSME and Agri for digitization. • Digital Credit and Operational Policy • Digital Scorecards/Product Notes/ underwriting • Design end to end 6-8 customer journeys in two phases i.e. from T+4 to T+12 months, along with roadmap for future journeys • Gap Analysis Report; initiatives identification and Roadmap report

(b) Transformation of Corporate Banking journeys	<ul style="list-style-type: none"> Product Prioritization for end to end Digital Journeys, with 4-5 customer journeys in two phases i.e. from T+4 to T+12 months, along with roadmap for future journeys Design end to end customer journeys for all the phases
Module 3: Digital Liabilities and enhancement to digital channels	<ul style="list-style-type: none"> Gap Analysis Report Initiatives identification and Roadmap report Implementation roadmap for identified initiatives Revamp of Mobile Banking Product Prioritization for end to end Digital Journeys, with 3-5 customer journeys in two phases i.e. from T+4 to T+12 months, along with roadmap for future journeys Design end to end customer journeys for all the phases
Module 5:- Digital Architecture	<ul style="list-style-type: none"> Digital Architecture for the bank covering application, infrastructure and security architecture for the bank Review of Cloud and API Policy Strategy on Open Banking Architecture using ESB & API Management Solution. Comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP. Review of IT policy relating to Digitisation
Module 6:- Fintech's and Vendor on-boarding	<ul style="list-style-type: none"> Framework for fintech partnership selection FinTech selection and on boarding policy. RFP's for Fintech/ vendor selection.
Module 7:- Digital organization, capability-building and Change Management	<ul style="list-style-type: none"> Define Org. structure of Digital transformation with KPIs, etc. Approach to strengthen e-learning /virtual learning/training program
Module 8: Program Management	<ul style="list-style-type: none"> Prioritize Digital Customer Journeys for two phases i.e. T+4 to T+12 months (across Module 2, 3 and 4) Phase-wise Implementation roadmap

Note: Technology Vendor selection to be completed within T+4 months.

2 Preparation for implementation: - (2 months) covering below deliverables module wise: -

Module	Deliverables
Module 2: (a) Digital Lending (RAM) : - Define and design Digital Lending journeys (b) Transformation of Corporate Banking journeys	<ul style="list-style-type: none"> Detailed build / execution plan for end to end customer 6-8 customer journeys in two phases i.e. from T+4 to T+12 months, along with roadmap for future journeys Detailed build / execution plan for end to end Digital Journeys, with 4-5 customer journeys in two phases i.e. from T+4 to T+12 months, along with roadmap for future journeys
Module 3: Digital Liabilities and enhancement to digital channels	<ul style="list-style-type: none"> Detailed build / execution plan for end to end Digital Journeys, with 3-5 customer journeys in two phases i.e. from T+4 to T+12 months with emphasis on Mobile Banking along with roadmap for future journeys.
Module 4: Digital Marketing	<ul style="list-style-type: none"> Digital Marketing strategy report for digital and non-digital products. Strategy for Digital Marketing cell Strategies to acquire new to Bank customers
Module 6: Fintech's and Vendor on-boarding	<ul style="list-style-type: none"> Work with Bank to on board key vendors and initiate to build Phase-1 of journeys
Module 7:- Training & Change Management for roll out of customer Journeys and Structure of Digital organization, capability-building.	<ul style="list-style-type: none"> Training program to implement Digital Transformation Define Digital Organisation structure for the Bank Roll out Plan and implementation approach for launch for key journeys and to ensure successful Change Management with each Journey.
Module 8: Program Management	<ul style="list-style-type: none"> Monthly progress reports Identify key risk and dependencies for the Phase-wise Implementation roadmap

3 Implementation Phase (08 months)

Deliverables
<ul style="list-style-type: none"> Roll-out Plan Pilot Roll –out and Full-scale roll-out Communication Plan Training Plan
Program Management for Module 2 – Digital Lending and Module, 3 – Digital Liabilities <ul style="list-style-type: none"> Digitization plan for each prioritized journey across 3 Phases Weekly Project Status report. Steering Committee Report. Risks, issues and dependencies report.

Key Milestones –

Milestone	Deliverables	Time Period
1	Design Phase	T+ 2 Months
2	Prioritisation of products and journeys	T +2 Months
3	Vendor/ Fintech's on boarding	T +4 Months
4	Design and Rollout of first phase of identified and prioritised journeys i.e. 3-4 journeys for RAM lending (Module 2), 2-3 journeys for Corporate Banking (Module 2) and 2-3 journeys for Digital Liabilities (Module 3) <ul style="list-style-type: none"> Design and process development Implementation including integration with LLMS and Digital Channels (Mobile Banking, Net Banking etc). Training and Change Management 	T+8 Months
5	Design and Rollout of Second phase of identified Journeys i.e. 4-5 journeys for RAM lending (Module 2), 1-2 journeys for Corporate Banking (module 2) and 2-3 journeys for Digital Liabilities (module 3) <ul style="list-style-type: none"> Design and process development Implementation including integration with LLMS and Digital Channels (Mobile Banking, Net Banking etc). Training and Change Management 	T+12 Months
6	Design and execution roadmap for implementation of third phase of identified/additional Journeys (to be initiated by the Bank for implementation post T+12 if required)	T+12 months
7	Change Management and hand holding	Throughout the project

Where T represents date of execution of contract by the successful bidder

4.3 Non-Exhaustive Clause

The above Scope of work for different functions are not exhaustive and may contain the functions as required by the bank as communicated from time to time during the course of the contract.

Without prejudice to the generality of the foregoing, the Bidder will be responsible for designing, guiding and ensuring the implementation of all aspects required for successful completion of the Digital Transformation which would follow all norms as prescribed by the Government and RBI's regulatory framework including planning all aspects, program management of implementation of the same. Consultant to ensure compliance to Regulations of RBI/Bank/Govt. guidelines on Digitisation and IT security etc.

4.4 Program Length

The total time period to provide consultancy services in defining digital transformation roadmap for the Bank in line with business goals and to provide tools & processes to complete the Digital Transformation in a time bound manner is 12 months extendable by another 6 months.

Indian Bank may, at its sole and absolute discretion, decide to continue the assignment or contract with the successful Bidder for future requirements on the rates finalized in this process adjusted for inflation or at a price negotiated thereafter, after the expiry of the current assignment period. Indian Bank may, subject to general terms of this RFP, include additional scope elements within the tenure of this RFP and extensions thereof. The consultant will be paid separately for the additional scope based on the mutually agreed details of the scope of work.

4.5 PAYMENT TERMS

Sl. No	Key Milestones for Payment	%age of Contract Value
1.	On setting up of programme management office and outline of the Digital organization required	5%
2.	Completion of Design (Milestone -1) – T+2 Months	15%
3	Vendor and Fintech onboarding – T+4 Months	20%
4	Completion of pilots for Phase one of Journeys - T+8 Months	20%
5	Completion of pilots for Phase 2 journeys - T+12 Months	20%
6	Balance 20% on completion of blue-print for Phase 3 journeys and sharing approach for change management.	

5. BIDDER'S ELIGIBILITY CRITERIA & EVALUATION PROCESS

5.1. Eligibility Criteria

(All Mandatory Provisions)

It is mandatory for the potential bidders to ensure that the following minimum eligibility criteria are met in order to participate in the Process

Sl. No	Criteria details	Supporting documentation
1	The Bidder should be a Company / Partnership Firm/LLP/Professional Consulting Firm registered in India and should be in existence for more than five years on the date of issue of RFP document. The Bidder should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.	Self-attested copy of the certificate of Incorporation, Memorandum of Association, Certificate of Commencement issued by the Registrar of Companies / a registration certificate, partnership deed in case of others along with GST registration certificate.
2	Bidder should have an experience of at least two completed assignments during the last five years, in the nature of consultancy of Public Sector Banks/ Private Sector Banks having minimum asset size of Rs.1 Lakh crore. The duration of project should be minimum six months.	A Self-Declaration to be furnished by the Bidder on the Company's letter head supported by documentary Proof of order / contract copy / service completion certificate/ reference letters.
3	Bidder should have an experience of at least Two successfully completed/ongoing assignment of Digital Consultancy/Transformation across Public Sector Banks in India/Private Sector Banks/NBFCs in India with a minimum duration of six month of each assignment, during last five years. (In case of Private Sector Banks, Minimum asset size should be Rs.50000.00 Crores and for NBFCs minimum AUM of Rs.20000.00 Crores.	A Self-Declaration to be furnished by the Bidder on the Company's letter head supported by documentary proof of order / contract copy / service completion certificate/ reference letters.
4	The Bidder should have earned net profit at least for two out of last three financial years. The net worth of the Bidder should be positive for the previous three financial years.	Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.
5	The Bidder should have an average annual turnover of at least INR 300 Crores for last three financial years as per the audited financial statements.	Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed.

Sl. No	Criteria details	Supporting documentation
6	The Bidder should not have been blacklisted/debarred by the Central Government/State Governments / Semi-Government departments / Regulatory Authorities / Financial Institutions/ banks/ Public Sector Undertakings in India and overseas.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
7	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 judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
8.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration by the Bidder's Firm on Company's letter head.

Only Bidders that fulfil all the eligibility criteria as mentioned above, are eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self- declaration, as required for the above eligibility criteria. Proposals of those Bidders, who do not fulfill any of the eligibility criteria, as stated in full, will be summarily rejected. Bidder fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Bank's discretion on 'Eligibility Criteria' is final.

Short-listing of bidders:

Bidders qualified in the criteria as per clause 5.1 shall be shortlisted and will be intimated for further process.

5.2. Evaluation Process

5.2.1 Preliminary Scrutiny

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

No Commitment to Accept Lowest bid or Any Bid – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Bid notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of the contract.

Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful Bidder in discussions on the prices quoted.

Right to Alter– The Bank reserves the right to alter the requirements specified in the RFP document. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

If the Bank is not satisfied with the technical specifications in any Bid and observes major deviations, the technical bids of such Bidders will not be short-listed for selection. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

The Bidder shall perform its obligations under this RFP as an independent contractor. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees/ associates/agents and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be

treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits.

The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner

The Bank will communicate the date, time and venue of presentation to the eligible Bidder.

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA.

The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find “Highest scoring Bidder” as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Bank however retain the right to lower the cut off score if adequate number (at least two bidders) of bids does not qualify with the minimum score specified above.

5.2.2 Technical Bid Evaluation Criteria

Bidders have to showcase their past success stories in providing similar consultancy with focus on strategy adopted, skillset of resources deployed, timeline adherence, Methodology adopted etc., Further, to present their understanding of scope of work and strategies devised to deliver the understanding, way forward for the bank in providing consultancy services. Bidders' shortlisted for Technical Evaluation shall be evaluated against a total consolidated score of 100. The evaluation shall be based on the following parameter.

Evaluation Criteria

Bidder's qualification, capacity, and experience (Max Score-100)

S. No	Sub-parameter	Max Sub-Score
1.	<p>1.1 Bidder experience in implementation of Digital Transformation/Digital Lending for a PSB/Private Sector Banks/NBFC* in India</p> <p>1.2 Bidder experience and Credentials in implementation of Digital Transformation/Digital Lending for Global Bank*/Private Sector Banks* with International Presence.</p> <p>1.3 Client Reference Visit/ Feedback</p> <p>*In case of Private Sector Bank the minimum Asset Size of the Bank should be at least Rs.50000 Crores and for Global</p>	25

	Bank at least USD100 bn, as on 31.03.21, for NBFCs AUM should be atleast Rs. 25000 Cr)	
2.	Bidders experience of Transformation in Public Sector Bank in India in last 5 years.	10
3.	<p>Understanding of the assignment, Approach, Methodology, Roadmap/workplan.</p> <ul style="list-style-type: none"> • Understanding about Indian Bank and potential impact. • Understanding about Public Sector Banks in India. • Understanding of the Scope demonstrated in response to the RFP • Quality of presentation and quality of ideas / solutions proposed to address Bank's requirements. • Proposed approach/ completeness, robustness and methodology for the entire scope of work. • Innovativeness of proposed initiatives, tools /techniques/ planning/ SOP to be deployed for Digital Transformation and milestones. • Work plan should have clearly defined timelines, milestones and deliverables 	30
4.	<p>Key resources/ proposed team profile to be deployed for the Project.</p> <ul style="list-style-type: none"> • Experience and profile of Key Project Leaders, Key personnel assigned which includes Team Leader, Module Leader(s), team members, etc. • Experience of full time project manager in similar projects. • Team deployment plan by module/ sub-module • Specific expertise in areas relevant to the assignment. 	25
5.	<p>Plan for Transfer of knowledge and capabilities for scale up and sustaining impact.</p> <ul style="list-style-type: none"> • Experience of Change Management in Digital Transformation in Public Sector Banks • Plan for knowledge transfer and building capabilities • Change management and training approach • Training and Handover of capabilities to Bank's in-house teams for sustainability • Adoption Approach 	10

Bidders shall submit proof of document for criteria detailed above wherever applicable.

5.2.3 Overall Evaluation Criteria

This will be a “Techno Commercial Evaluation” and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Bidder. The evaluation methodologies vis-a-vis the weightages are as under:

The Score will be calculated for all eligible and technically qualified Bidder based on the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Where:

S = Score of the Bidder

T = Technical score of the Bidder

T High = Highest Technical score among the Bidder

C = Quote as provided by the Bidder

C Low = Lowest Quote among the Bidder

The Bidder securing the highest score becomes the successful Bidder

For example – There are three Bidders X, Y and Z.

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (X) in Technical evaluation e.g the highest bidder gets 90 marks out of 100. Technical score for other Bidders (Y, Z, etc.) will be computed using the formula Marks of other Bidders (Y, Z, etc.) / Marks of highest scorer (X) * 80.

Similarly, Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote (L1) from all technically qualified Bidder (say Z) is 15, for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder * 20.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial bids with a weightage of 80% for the Technical Bid and 20% for the Commercial Bid as described below.

The combined score is arrived at by adding Technical Score and Commercial Score.

The successful Bidder will be the one who has highest Combined Score.

Illustrative example for Calculation: -

Sl. No.	Bidder	Technical Evaluation Mark (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (Out of 100)
1.	X	90	25	$90/90 \times 80 = 80.0$	$15/25 \times 20 = 12$	$80.00 + 12 = 92.00$
2.	Y	85	20	$85/90 \times 80 = 75.55$	$15/20 \times 20 = 15$	$75.55 + 15 = 90.55$
3.	Z	80	15	$80/90 \times 80 = 71.11$	$15/15 \times 20 = 20$	$71.11 + 20 = 91.11$

In the above example Bidder X with highest score becomes the successful Bidder.

On combined score if there is a tie, the Bidder with the higher Technical score will be awarded the assignment.

The Respondent will be invited by the Bank for a presentation on their Technical Bid. The Bank will assign marks for the technical evaluation based on the Technical Bid Marking criteria (5.2.2) and the presentation made to the Bank's technical evaluation committee and a team of executives from Bank.

Respondents scoring a minimum of 70 marks in the technical bid shall be considered for commercial bid opening. The Bank's decision will be final in this regard.

6.1 Other Rules for Responding to this RFP

- 6.1.1 The Bank expects the Bidder to adhere to the terms of this bid document and would not accept any deviations to the same. If the Bidder has absolutely genuine issues, only then should they provide their nature of non-compliance to the same in the format provided in Annexure - 16 Comments Format. The Bank reserves its right to not accept such deviations to the bid terms.
- 6.1.2 The Bank expects that the Bidder appointed under the bid document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 6.1.3 Unless agreed to specifically by the Bank in writing for any changes to the bid document issued, the Bidder responses would not be incorporated automatically in the bid document.
- 6.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the bid document shall be the governing document for arrangement between the Bank and the Bidder.

- 6.1.5 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may be accepted by the Bank form part of final contract between the Bank and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 6.1.6 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 180 days from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD or Bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 6.1.7 The Bidder may withdraw its offer after submission, provided that, the Bank, prior to the closing date and time receives a written notice of the withdrawal prescribed for submission of offers. No offer can be withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- 6.1.8 The Bidder is required to quote for all the components/services mentioned in the Project scope and all other requirements of this RFP. In case the Bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service.

It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

- 6.1.9 Based on the Bank's requirements as listed in this document, the Bidder should identify the best-suited solution that would meet the Bank's requirements and quote for the same. In case the Bidder quotes more than one model/solution and they have not specified which model/solution quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

- 6.1.10 Bidder must furnish requirements as per the formats provided in the RFP document.
- 6.1.11 In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the bid document circulated to the Bidder's and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank.
- 6.1.12 The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing and preparing the response to this RFP. The Bank's interpretation will be final.
- 6.1.13 The Bank ascertains and concludes that everything as mentioned in the bid documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 6.1.14 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 6.1.15 The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules etc., as mentioned in the bid document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the bid document.

6.2 Bid by Related Parties:

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:

- a) Bids submitted by the holding company and its subsidiary
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by two or more Limited Liability Partnership (LLP) firms having common partners
- d) Bids submitted by two or more companies in the same group of promoters/ management
- e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

6.3 Commercial/Price Bids

- 6.3.1 The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of commercial bids would be communicated separately to the eligible Bidders post the completion of the eligibility and technical evaluation.
- 6.3.2 The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 6.3.3 The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies etc. except GST. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 6.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc. The benefit or burden of other taxes quoted separately as part of the commercial bid like GST shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. GST whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents. Necessary documentary evidence should be produced for having paid the GST, if applicable, and or other applicable levies.
- 6.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- 6.3.6 Terms of payment as indicated in the letter of intent/ Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the letter of intent/ Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating

as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the letter of intent/ Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder”. Bidder should ensure that the project should not suffer for any reason.

6.4 Price Comparisons

- 6.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST (wherever applicable) which will be paid. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 6.4.2 The successful Bidder will be determined on the basis of evaluation mentioned in Clause 5. **“Bidders Eligibility Criteria & Evaluation process”** above.
- 6.4.3 Prices quoted by the Bidder should be inclusive of all taxes, duties and levies of whatsoever nature excepting GST, if any. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response) as per Annexure 8-A.
- 6.4.4 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- 6.4.5 The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

6.5 Other Expenses

All expenses (unless expressly specified to be paid by bank) including those for execution of agreements, performance guarantee commission, stamp duty, legal charges etc. shall be borne by the Bidder.

7. GENERAL TERMS AND CONDITIONS

7.1 REJECTIONS OF BIDS

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how Proposals will be interpreted by the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in “[A] **Important Dates**”. Responses to the queries will be uploaded on Bank’s website. Bank will hold a pre-bid meeting, to answer all the questions / queries received by email which would also be uploaded on bank’s website.

Proposals received by the Bank after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in time line, the same shall be updated on the Bank’s website and shall be applicable uniformly to all bidders.

7.2 Representation and Warranties

The Bidders represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.

- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
 - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
 - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - b) 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 or
 - c) Will violate any provision of the Memorandum and Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.
- xii. Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

7.3 Relationship of Parties

- i. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.
- v. The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vi. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

7.4 No Assignment

The appointment cannot be transferred or assigned by the Bidder without the prior written approval of the Indian Bank.

7.5 No Right to Set Off

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

7.6 Publicity

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

7.7 Conflict of Interest

The Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / appointment as soon as practical after it becomes aware of that conflict.

7.8 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.

7.9 Notices and Other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

7.10 Subcontracting

As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

7.11 Substitution of Team Members

The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to **10%** of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

7.12 Limitation of Liability:

- i. The Successful Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- ii. The Successful Bidder's liability in case of claims by the banks resulting from its wilful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- iii. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Successful Bidder as part of this Agreement.
- iv. Under no circumstances Bank shall be liable to the Successful Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from

termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

- v. Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the Bank for any consequential/ incidental, or indirect damages arising out of this agreement. However, Bank will not be liable to bidders for any such consequential/ incidental, or indirect damages arising out of this agreement.
- vi. All employees engaged by the successful Bidder shall be in sole employment of the successful Bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Indian Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the successful bidder.

7.13 Confidentiality

- All Indian Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the bidder or its employees or its sub-contractors during the course of discharging their obligations shall be treated as absolutely confidential and the bidder irrevocably agrees and undertakes and ensures that the bidder and its employees and sub-contractors shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Indian Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the bidder of its obligations hereunder. The bidder hereby specifically agrees to indemnify and keep Indian Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the bidder and/or its employees and/or its sub-contractors shall immediately reimburse and pay to Indian Bank on demand all damages, loss, cost, expenses or any charges that Indian Bank may sustain suffer, incur or pay in connection therewith.
- The bidder shall not make or retain any copies or record of any Confidential Information submitted by Indian Bank other than as may be required for the performance of the bidders obligation under this Agreement.
- The bidder shall notify Indian Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also so far as it is practicable the bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by bidder or its affiliates.
- The bidder shall extent practicable, immediately furnish a certificate signed by its director/Partners/authorised signatory or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

- The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.
- The bidder hereby unconditionally agrees and undertakes that it and its employees and/or its sub-contractors shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Indian Bank under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.
- It shall be the incumbent duty of the bidder to undertake not to disclose any business related information of Indian Bank to any third person and the bidder shall keep all knowledge of the business activities and affairs of Indian Bank strictly confidential and also to ensure that neither the bidder nor any of its officers, employees/ sub-contractors etc. directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Indian Bank.
- However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by Indian Bank was known to or in the possession of the bidder at the time of disclosure;
 - Was disclosed or parted with the prior consent of Indian Bank;
 - Was acquired by the bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Indian Bank.
- The bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- Notwithstanding above, Indian Bank shall take all the reasonable care to protect all the confidential information of bidder delivered to Indian Bank while performing of the services.
- The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

7.14 Visitorial Rights

The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Bidder shall cooperate with the

authorized representative/s of the Banks and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the Bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The Successful Bidder shall furnish certifications required in the process of Audit relating to risk parameters finalized by the Bank at its discretion. Any discrepancies observed during such Audit have to be rectified by the Successful Bidder in consultation with the Bank.

Bank's auditors would execute confidentiality agreement with the Bidder provided that the auditors would be permitted to submit their findings to the Banks, which would be used by the Banks. The cost of the audit will be borne by the Banks. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Bank's appointed External auditors/ Regulators have right to audit and right to examine the Project Management Service facilities, activities and assets (hardware and software).

7.15 Compliance with Laws

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all 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 and 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 in obtaining approvals/permissions/licenses: The 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, 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 Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

7.16 Indemnity

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- A. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- B. an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- C. claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- D. claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- E. breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- F. any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- G. breach of confidentiality obligations by the Bidder or its employees or sub-contractors contained in this RFP.
- H. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors

Bank shall notify the bidder in writing as soon as practicable when the Bank becomes aware of the claim, and cooperates with the Bidder in the defense and settlement of the claims. The Bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Bidder with the assistance, information and authority reasonably necessary to perform the above. Indemnity would cover damages, loss or liabilities suffered by the Banks

arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder. In the event of successful vender not fulfilling its obligations under this clause within the period specified in the notice issued by banks, they have the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

7.17 Service Level Agreement and Non-Disclosure Agreement

The selected Bidder shall execute (a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and (b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment or as intimated by the Bank.

All the expenses related to execution of the document such as The applicable stamp duty and registration charges if any shall be borne by the vender.

7.18 Force Majeure

On account of default or non-performance of the obligations bidder shall not be liable under the contract, if any such default or non-performance of the obligations under this contract is caused by any unforeseeable circumstances or occurrences beyond the control of the bidder. i.e. Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of God, wars, pandemic, riots or revolutions and epidemics.

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

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

7.19 Penalty and Liquidated Damages

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of Bidder selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

Notwithstanding Bank's right to cancel the order, the Bank reserves the right to recover the penalty at 0.50% of the *contract value* per week for every week's delay in the specified delivery schedule subject to a maximum of **10%** of the contract value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder. If the total amount of Liquidated damages reaches 10% of contract value, it will be sufficient reason to terminate the contract and invoke Bank Guarantee.

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

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, 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.

If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. SLA violation will attract penalties.

7.20 Termination

Bank shall have the option to terminate this RFP any time or at any stage without giving notice. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least -3- months prior notice in writing. It is clarified that the Bidder shall not terminate the subsequent Agreement for convenience.

However, the Bank will be entitled to terminate any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

- A. Such breach is not cured within -30- Working Days after Bank gives written notice; or
- B. if such breach is not of the type that could be cured within -30- Working Days, failure by Bidder to provide Bank, within -30- Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

Subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- A. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- B. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of 21 days;
- C. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- D. The other Party becomes the subject of a court order for its winding up.

Upon the termination or expiry of this RFP and subsequent Agreement:

- The rights granted to Bidder shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavours to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

- Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

7.21 Resolution of Disputes

7.21.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

7.21.2 If the parties are not able to solve them amicably, either party (the Bank or Successful Bidders) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

7.21.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

7.21.4 Successful Bidder shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

7.21.5 Arbitration proceeding shall be held at **Chennai** (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

7.21.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Chennai** only.

7.21.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.

7.22 Jurisdiction of Court

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Chennai and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.

7.23 Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per Annexure-9 of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

7.24 Adoption of Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre Contract integrity pact as per the Annexure-9. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 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.
- 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.
- The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- 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.

- Integrity pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

- | |
|---|
| 1. Shri. Brahm Dutt, IAS (Retd)
Email: dutt.brahm@gmail.com |
| 2. Shri. Balraj Joshi, Ex-CMD, NHPC (Retd)
Email: balrajjoshi@hotmail.com |

8. INSTRUCTIONS TO BIDDERS FOR E-TENDERING

8.1 GENERAL

These Instructions for e-Tendering supplement other terms and conditions of this tender.

8.2 INSTRUCTIONS

8.2.1 RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be), power, technical glitches in system etc. either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power, connectivity, technical glitches in system at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.

9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in section [A] : Important Dates, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

8.2.2 REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.in/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Support to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 99432 77499
Support Email: gunaseelan.m@antaressystems.com

8.2.3 SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format.** Utmost care may be taken to **name the files/documents** to be uploaded on e-tendering portal.

8.2.4 BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

8.2.5 OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 8)
- b) Integrity Pact

The bidder is requested to submit the original documents in a Sealed Envelope on or before **last date & time of bid submission mentioned in the RFP** to the address mentioned in the tender. The envelope shall be super scribed as "**Request for Proposal for Appointment of Consultant for Digital Transformation**".

8.2.6 OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.in/indianbank>), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for bidders must be assiduously adhered to

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b.** Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d.** Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.

Annexure 01: Bid - Table of Contents
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

Eligibility cum Technical Bid to contain the following documents

Sl. No	Particulars	Details /Documents to be submitted
1	Name of the Consultant (s) (Specify constitution – Partnership firm/Company etc.,	Refer Para 5.1 S. No-1
2	Address and contact details of the Firm / Company in India	Refer Para 5.1 S. No-1
3	Name of the Authorized person(s) / Partner (s) / Director (s) associated with the program	On Bidders Letter head
4	Contact Telephone number (Landline and Mobile) and email ID of the authorized person	On Bidders Letter head
5	Number of years of consultancy experience	On Bidders Letter head
6	The Bidder should have earned net profit at least for two out of last three financial years. <ul style="list-style-type: none"> • (2018-19, 2019-20, and 2020-21). • Turnover of Last Three Years. • Net Worth of Last Three Years 	Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed. (Provide details as per Annexure -18)
7	Proof of registration – As per eligibility Criteria	Self-attested copy of the certificate of Incorporation, Memorandum of Association, certificate of Commencement issued by the Registrar of Companies / a registration certificate, partnership deed in case of others along with GST registration certificate
8	The Bidder should not have been blacklisted/debarred by the Central Government/State Governments / Semi-Government departments / Regulatory Authorities / Financial Institutions/ banks/ Public Sector Undertakings in India	A Self-Declaration to be furnished by the Bidder on its letter head for the same. Annexure -19
9	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 judicial pronouncement or awarded against the Bidder or its Affiliates /Group	A Self-Declaration to be furnished by the Bidder on its letter head for the same. Annexure -20

Sl. No	Particulars	Details /Documents to be submitted
	Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.	
10	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration by the Bidder's Firm on Company's letter head.
11.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Certified copies
12.	Cost of RFP	Demand Draft
13.	Bid Security Declaration Letter	Annexure -2
14.	Undertaking	Annexure 3
16.	Conformity Letter	Annexure 4
17.	Team Profile	Annexure -5
18.	Staffing schedule for the duration of the project	Annexure -5 A
19.	Undertaking for Information Security	Annexure -8
20.	Integrity Pact & Agreement	Annexure 9
21.	Approach Methodology and work plan	Annexure -10
22.	Project plan with detailed activities, milestones and timeframes	Annexure 11
23.	Letter of Authorization for Submission of Response	Annexure 12
24.	RFP Response Covering letter	Annexure 13
25.	Compliance Statement	Annexure 14
26.	Experience of the Bidder as per eligibility criteria 5.1, S. No -2	Annexure -17
27.	Experience of the Bidder as per eligibility criteria 5.1, S. No -3	Separately as per Annexure -17
28.	<ul style="list-style-type: none"> Experience and Credentials as per evaluation criteria 5.2.2 (S. No1, Point number 1.1) 	Separately for each point, as per Annexure -17

Sl. No	Particulars	Details /Documents to be submitted
	<ul style="list-style-type: none"> Experience and Credentials as per evaluation criteria 5.2.2 (S. No1, Point number 1.2) Experience and Credentials as per evaluation criteria 5.2.2 (S. No.2) 	
29.	Clients reference letter/ feedback -5.2.2 (S. No -1, point 1.3)	Certified copies of reference letter /feedback from clients.
30.	Signed and stamped copy of Original RFP (and any addendums, if any)	Signed by Authorised signatory
31.	Masked Commercial Bid (Format for Masked Bid)	Annexure 8-A

NOTE: The Commercial Offer as per **Annexure 8** should be submitted on e-tendering portal, containing all relevant price information as mentioned (Ref para 2.3 - Bidding process)

Signature of Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 02 - BID SECURITY DECLARATION

To
General Manager (TMO/BPR)
Indian Bank
Corporate Office
Avvai Shanmugam Salai, Royapettah
Chennai 600 014

Dear Sir,

Sub: Request for Proposal for Appointment of Consultant for Digital Transformation

Ref: Your RFP No. DT/TMO/2021-22/001 dated 07/09/2021

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Yours faithfully,

Signature of Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 03 – Undertaking

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
General Manager (TMO/BPR)
Indian Bank
Corporate Office
Avvai Shanmugam Salai, Royapettah
Chennai 600 014

Sir,

Sub: Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation (RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for the bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

We agree to abide by this Tender Offer for 180 days from date of commercial bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

This Bid, together with your written acceptance thereof and your letter of intent/ Purchase Contract, shall constitute a binding Contract between us. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank have the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Signature of Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 04 - Conformity Letter
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To
General Manager (TMO/BPR)
Indian Bank
Corporate Office
Avvai Shanmugam Salai, Royapettah
Chennai 600 014

Sir,

Sub: Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation.

Further to our proposal dated, in response to the Request for Proposal (Bank tender No. hereinafter referred to as "RFP") issued by Indian Bank we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Banks' decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Signature of Authorized Signatory

Name:

Designation:

Seal :

Date:

Annexure 05 - Profile of Proposed Team Leader and Core team members

(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

Profile of Proposed Team Leader and Core team members (separately for each)		
Name		
Present Designation		
Qualifications		
Nationality		
Years in the firm & Total Work experience		
Language proficiency		
Areas of expertise relevant to the RFP		
Role in the proposed assignment		
Tasks assigned		
Working - Onsite/ offsite and % time allocation	Man hour	
	Onsite (%age)	Offsite (%age)

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of Authorized Signatory

Name:

Designation:

Seal :

Date:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished

Annexure 5A - Staffing schedule for the duration of the project

(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

S. No.	Particulars	Q1	Q2	Q3	Q4	Q5	Q6
1	Name of the Key team Leader with time allocation to the project (in %age.)						
2	No of Staff deployed for full time onsite						

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of Authorized Signatory

Name:

Designation:

Seal :

Date:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished

Annexure 06 - Undertaking for Information Security

(This letter should be on the letterhead of the bidder as well as the OSD/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To

General Manager (TMO/BPR)
Indian Bank
Corporate Office
Avvai Shanmugam Salai,
Royapettah
Chennai 600 014

Sir,

Sub: Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation.

We hereby undertake that the proposed hardware /software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Signature of Authorized Signatory

Name:

Designation:

Seal :

Date:

Annexure-7 PROFORMA OF PERFORMANCE BANK GUARANTEE

(with selected Bidder)

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

To,

**The General Manager (TMO/BPR)
Indian Bank, Corporate Office,
Avvai Shanmugam Salai,
Royapettah,
Chennai – 600 014**

In consideration of **Indian Bank**, having its **Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014** (hereinafter called the “Bank”, which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns) having awarded the work for _____ (name of work) of RFP No. _____ dated _____ vide work order issued vide letter no. _____ dated _____ to M/s. _____ (indicate Name & Full Address of the bidder) (hereinafter called the said “bidder”), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns) and the said bidder, having agreed to provide a guarantee for its performance in the form of an unconditional, irrevocable and continuing Performance Bank Guarantee as per the terms and conditions of the Request for Proposal dated _____ (hereinafter referred to as “the RFP”) and the said Agreement, for the due fulfilment by the selected Bidder of the terms and conditions contained in the RFP and the said Agreement. We _____ (indicate the name of bank) (hereinafter referred to as “Guarantor”) at the request of M/s. _____, the said bidder do hereby undertake to pay to the Bank an amount not exceeding Rs. _____ at any time, against any losses or damages costs, charges and expenses caused to or suffered or would be caused to or suffered by the Bank by reason of any breach by the said bidder of any of the terms or conditions contained in the said RFP.

2. We _____ (Name of the Guarantor and full address) do hereby undertake to pay the amounts due and Payable under this performance bank guarantee without any demur, merely on a demand from the Bank stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bank by reason of breach by the said bidder of any of the terms or conditions contained in the said RFP or by reason of the bidder's failure to perform the said RFP. Any such demand made on the Guarantor shall be conclusive as regards the amount due and payable by the Guarantor under this performance bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ (Name of the Guarantor and full address) undertake to pay to the Bank any money so demanded notwithstanding any dispute or disputes raised by the said bidder in any suit or proceeding pending before any court or Tribunal relating to the said RFP or this Performance bank guarantee our liability under this present being absolute and unequivocal. The payment so made by us under this Performance bank guarantee shall be valid discharge of our liability for payment there under and the said bidder shall have no claim against us for making such payment.

4. We _____ (indicate the name of Guarantor) further agree that the guarantee herein contained shall remain in full force and effect during the entire tenure of the said Agreement till 90 days after all the contractual obligations of the Bidder are completed and all the dues of the Bank under or by virtue of the said RFP have been fully paid and its claim satisfied or discharged or till the Bank certifies that the terms and conditions of the said RFP have been fully and properly carried out by the said bidder. Unless a demand or claim under this guarantee is made or presented to the Guarantor within 90 days after the expiry date of this bank guarantee, all the rights of the Corporation under this guarantee shall cease and the Guarantor shall be released and discharged from all liability hereunder.

5. We _____ (indicate the name of Guarantor) further agree with the Bank that the Bank shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bank against the said bidder and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted by the Bank to the said bidder or for any forbearance, act or omission on the part of the Bank or any indulgence by the Bank to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Any claim which we, _____ (Name of the Guarantor and full address) have against the bidder shall be subject and subordinate to the prior payment and performance in full of all the obligations of it hereunder. The Guarantor will not, without prior written consent of the Bank, exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of it hereunder remain owing and outstanding regardless of the insolvency, liquidation or bankruptcy of the bidder or otherwise howsoever. We, the Guarantor, will not counter claim or set off against its liabilities to the Bank hereunder any sum outstanding to the credit of the Bank with it.

6. This guarantee will not be discharged due to the change in the continuation of the Bank or the bidder.

7. We, _____ (indicate the name of Guarantor) undertake not to revoke this guarantee during its currency except with the previous consent of the Bank in writing.

8. Our obligation to pay hereunder is as principal debtor and not as surety and it shall not be necessary for the Bank "to proceed against" the said bidder "before proceeding against" the Guarantor and the performance bank guarantee herein contained shall be enforceable against the Guarantor notwithstanding any other security which the Guarantor may have obtained or obtain from the bidder at the time when proceedings are taken against the said Guarantor in any manner whatsoever.

9. This Performance Bank Guarantee shall come into force immediately and shall be valid for a period of _____ years _____ months from the date of issuance i.e, upto _____. Unless a claim under this performance guarantee is made against us within 90 days from the date of expiry i.e, on or before_____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

10. We have the power to issue this Performance Bank guarantee in favour of the Bank and the undersigned who are executing this Performance Bank guarantee have the necessary power to do so on behalf of the Guarantor.

Date: ____day of _____ 2021 for _____ (Name of the bank)

(Signature of the authorized officer of the **BG Issuing Bank**)

Name and Designation of the Officer

Seal, Name & Address of the **BG Issuing Bank**

Annexure 8 - Commercial Bid
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

Fixed Commercial Bid including Professional Fee and Out of Pocket Expenses based on the Scope of Work	
Fee Quote in ₹ (In Numbers)	
Fee Quote in ₹ (In words)	

Note:

* Total fee quoted above shall be all inclusive i.e., Professional Fee as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies etc. except GST

However, GST shall be paid by the Bank on actual basis at the rate applicable, the rate of applicable GST should be informed and charged separately in the invoice generated for supply of the services.

In case of any variation (upward or downward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder.

The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference.

Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.

Total fee quote mentioned above will be considered for scoring in the Techno Commercial bid evaluation.

Note: The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Bidder:

Address:

Place:

Date:

Seal & Signature of the Bidder

Annexure 8A – Masked Commercial Bid (Format for Masked Bid)
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

Fixed Commercial Bid including Professional Fee and Out of Pocket Expenses based on the Scope of Work	
Fee Quote in ₹ (In Numbers)	XXX
Fee Quote in ₹ (In words)	XXX

Note:

* Total fee quoted above shall be all inclusive i.e., Professional Fee as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies etc. except GST

However, GST shall be paid by the Bank on actual basis at the rate applicable, the rate of applicable GST should be informed and charged separately in the invoice generated for supply of the services.

In case of any variation (upward or downward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder.

The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference.

Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.

Total fee quote mentioned above will be considered for scoring in the Techno Commercial bid evaluation.

Note: The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Bidder:

Address:

Place:

Date:

Seal & Signature of the Bidder

Annexure 9 - Integrity Pact

To,

General Manager (TMO/BPR)
Indian Bank
Corporate Office
Avvai Shanmugam Salai,
Royapettah
Chennai 600 014

Dear Sir,

Subject: Submission of bid for Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation.

(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by Indian Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 11 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

Date:

Seal:

INTEGRITY AGREEMENT

PRE CONTRACT INTEGRITY PACT General - This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Indian Bank, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/ Item/ Services) and the BIDDER/Seller is willing to offer/ has offered the said stores/ equipment/ item/ services and

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

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

Enabling the BUYER to obtain the desired said stores/ equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1 Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

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

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/Bank.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/service provider/ integrator/ authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information - provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last -3- years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department or any Bank in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Sanctions for Violations

4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

4.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

4.1.2 The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

4.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

4.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing one year MCLR of Indian Bank, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the 6 Months LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.1.5 To encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

4.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

4.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of -5- years, which may be further extended at the discretion of the BUYER.

4.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

4.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

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

4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(1) to (10) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined

in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

4. **Fall Clause** The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems/ services was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price within a period of -1- year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

5. Independent External Monitors

6.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

- Shri. Brahm Dutt, IAS (Retd)- Email: dutt.brahm@gmail.com
- Shri. Balraj Joshi, Ex-CMD, NHPC (Retd) Email: balrajioshi@hotmail.com

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation

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

8. Law and Place of Jurisdiction

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

9. Other Legal Actions

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

10. Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after 180 days from the date of the signing of the contract.

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

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

Buyer

Bidder

Name of the Officer

Chief Executive Officer

Designation

Department

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure 10: Approach, Methodology and Work-plan as per scope of work

(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

The Consultancy firm should submit the approach, methodology and work plan in one comprehensive document. The submission should highlight Consultancy firm's primary hypotheses regarding the issues and their potential solutions. It should highlight the methodology for enablement and engagement proposed to be deployed. The work plan should also cover ideas, suggestions on institutionalization of change with timeline. **Milestones and deliverables should be clearly laid out.** Team structure & staffing pattern should be highlighted clearly in the light of Bank's stipulation for deploying a team of appropriate quality and number of resources during the various phases of the project stated here.

The entire project is expected to be completed in three phases, covering a period of **12 months.**

Signature of Authorized Signatory

Name:

Designation:

Seal :

Date:

Annexure 11 - Format for Submission of Project Timelines

(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

	Time Frame						Resources and time proposed
Activities including Deliverables	Month 1	Month 2					
Milestones							

Signature of Authorized Signatory

Name:

Designation:

Seal :

Date:

Annexure 12 - Letter of Authorization for Submission of Response

To,

General Manager (TMO/BPR)
Indian Bank
Corporate Office
Avvai Shanmugam Salai,
Royapettah
Chennai 600 014

Dear Sir,

SUB: Authorization Letter for submission of the proposal in response to the RFP

REF: Your RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021

This has reference to your above RFP Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation.

Mr./Ms..... is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Bank as called for vide the Bank's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Organization in its proposal.

Date:

Annexure 13 - RFP Response Covering Letter

To

General Manager (TMO/BPR)
Indian Bank
Corporate Office
Avvai Shanmugam Salai,
Royapettah
Chennai 600 014

REF: Your RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021

Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation.

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the prices indicated in the financial proposal and made part of the response to this RFP.

We hereby undertake to participate in the RFP process and will provide our services as Bidder if selected, as per the contract signed by the successful Bidder with the Bank.

We certify that we are in compliance with eligibility criteria as mentioned under 5.1.

We confirm that we have not made any changes in the templates provided by the Bank as part of the RFP process, except for filling in appropriate columns.

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

We confirm that our company / firm has not been blacklisted / barred by any regulator / statutory body and or Public Sector Undertaking.

We confirm that our company / firm do not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or in part without assigning any reasons, whatsoever.

Signature of Authorized Signatory
Name:

Designation:

Seal :

Date:

Annexure 14 - Compliance Statement

Reg.: Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation

(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

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 RFP confirm to the Scope of work and technical specifications stipulated by you (Any deviation may result in disqualification of bids)	
RFP, Clarifications and subsequent Corrigendum (If Any)	We hereby undertake that we have gone through RFP, Clarifications and corrigendum (s) issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s), etc. stipulated by the Bank in this RFP. Any deviation may result in disqualification of the bid.	

Signature of Authorized Signatory

Name:

Designation:

Seal :

Date: _____

Place: _____

Annexure 15 – Pre-Bid Query Format
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)
(to be provided in MS-Excel format)

Bidders Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Annexure 16 -Comments Format
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

Name of the Respondent:

Contact Person from Respondent in case of need.

Name:

Tel No :

Email ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the bid document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Annexure 17: Experience Details
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

(Submit photocopies of POs as support documents for each item as per eligibility & evaluation criteria separately for point number 5.1 -S. No.2, 5.1-S. No.3, 5.2.2-S. No.1)

S.No.	Name of Organization for whom services rendered	Value of Project	Nature of Work	Team size	Project Details		
					No. of Months	Start Date	Date of Completion/ expected completion

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Annexure 18 : Turnover, Net worth and P&L Details
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)

(Bidders have to submit photocopies of Audited Balance Sheet / P&L)

(Amount in Rs.)

<i>F Y</i>	<i>Turnover</i>	<i>Net Profit and Loss</i>	<i>Net worth</i>
2018-19			
2019-20			
2020-21			

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Annexure 19 : Form of Self Affidavit / Declaration-A
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)
(To be Submitted on Bidders Letter Head Only)

We, M/s _____, are one of the bidders for providing consultancy services to Indian Bank as per your **Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation.**

We hereby declare that our Organization has not been blacklisted/debarred by the Central Government/State Governments / Semi-Government departments / Regulatory Authorities / Financial Institutions/ banks/ Public Sector Undertakings/ regulatory bodies in India and overseas.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us as deemed fit.

The information submitted in the eligibility criteria and Technical Bid are true and are factually correct.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Annexure 20: Form of Self Affidavit / Declaration-B
(RFP Ref. DT/TMO/2021-22/001 dated 07/09/2021)
(To be Submitted on Bidders Letter Head Only)

We, M/s _____, are one of the bidders for providing consultancy services to Indian Bank as per your **Request for Proposal (RFP) for Appointment of Consultant for Digital Transformation.**

We hereby declare that our Company / Firm do not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

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 judicial pronouncement or awarded against us or our Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by us or our Affiliates/Group Companies/member firms.

We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us as deemed fit.

The information submitted in the eligibility criteria and Technical Bid are true and are factually correct.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date: