



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

Request for Proposal (RFP) for Appointment of Consultant for Operating Model Transformation

RFP Reference No	RFP: OT/TMO/2021-22/002
RFP Issuance Date	22.09.2021
Last Date of Submission of Bid	08.11.2021

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)	22 nd September, 2021
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries/ clarifications before the Pre-bid Meeting)	04 th October 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 13 th October 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 11 th October, 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 8 th November 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 8 th November 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. one day prior to pre-bid meeting date:

		<p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Mode of submission: (Offline for DD/Online for e-transfer)</p>
9	Online Bid Submission Details	<p>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</p>
10	Documents to be submitted physically by Bidders (Offline Mode)	<p>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.:</p> <p>Account No: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>2. Integrity Pact</p>
11	RFP Coordinator	<p>Name: Mr. Anil Sharma (Deputy General Manager) Transformation Management Office Department 3rd Floor, Indian Bank, Corporate Office, 254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014. Contact No: 044-28134672 Email: tmobpr@indianbank.co.in.</p>
<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 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:

Sl. 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

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 Operating Model 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 of 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 App as an additional interface for answering customer queries and lead generation.

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

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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 for operating models transformation and new ways of working.

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 and Performance Bank Guarantee

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 fit.

The successful Bidder has to furnish the Performance Bank Guarantee of an amount equal to 3% of the award of the tender as per Annexure-7. The Performance Bank Guarantee shall be valid for 12 Months with claim period of three months from the date of issue and will act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately

beyond the acceptable levels, the Bank reserves the right to forfeit the same. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period. The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on account of non-completion of the project.

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

The successful amalgamation process has enhanced the size, scale and reach of the Bank. Hence, it has identified Key High level initiatives for its complete transformation with a focus on addressing rapidly changing requirements and profile of our customers and also to target new opportunities. In order to capitalize on the opportunities arising out of amalgamation and tap value creation opportunities arising out of the synergies of this amalgamation in the next

2-3 years, Bank is looking at organizational changes and revamp of its operating model in different business segments significantly. For achieving this objective, Bank intends to engage a Consultant who will study the existing products, processes, prepare Gap Analysis design roadmap and advise on introduction of new channels for operational transformation.

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: - Business/ Operating strategy for the departments
- Module 2: - New Ways of Working
- Module 3: - Effective implementation of existing processes
- Module 4: - Document archival Strategy for the bank
- Module 5: - Re-designing present operating models and processes
- Module 6: - Leverage data analytic Models for business growth and Risk Management
- Module 7: - Re-organize the structure of Branch Banking and other verticals
- Module 8: - Revised models to improve Third Party Product Business.
- Module 9: - Control & Governance
- Module 10: - Change Management and Capability Development
- Module 11: - Implementation Support and Program Management

Bank has floated RFP on Digital Transformation on 07.09.2021 for digitising its products and processes. While re designing/ revamping the operating models under the scope of present RFP, the consultant to ensure that the changed processes are designed in line with revised Digital models/ Journeys as per Digital Transformation RFP.

Duration of the Project: 12 Months

Module 1- Business/Operating strategy for the departments-

- 1.1 Consultant to review the existing Business /Operating strategies of Retail, MSME, Credit, Banking Operations department, IT, Digital Banking Dept (DBD) Resources & Govt Relationship (R&GR), Audit and Inspection, Recovery, Risk Management, HRM, HRD, Rural Banking Division, Financial Inclusion and other Corporate office departments and frame revised Business/Operating strategy/ based on the best

industry practices along with a forecast of 5 years plan for the departments with a focus on following key areas :

- Improved efficiency
- Improved turnaround time
- Ease of processes

1.2 Micro Market Study across key geographies for the Bank (consisting of 3 States where Bank has a sizeable presence).

- Micro market Study and Devise strategy across assets, liabilities and third-party products.
- Develop specific products suitable to the potential available in these identified micro markets.
- Align branch level targets for identified branches across the key geographic locations and also design framework to monitor the progress of these branches.

1.3 Review, testing and validation of Risk Management Framework of the Bank consisting of various models and techniques.

Module 2- New Ways of Working-

2.1 Policy and model on work from home/anywhere- Consultant to prepare a policy and framework on work from home and design suitable strategy for all departments with a view that suitable job assignment can be given and prepare tools for measuring the productivity of employees working from home.

- Study and understand the existing processes, operating model in the branches and departments.
- Design and release/ work from home (WFH) policy for the bank.
- Design Models for work from home keeping in view of the following key points:
 - Design & support for development/ implementation of tools/dashboards to:
 - Monitor the real time performance/productivity of the employee working from home.
 - Tracking number of transactions/tasks performed by the staff while working from home.
 - Review the policy on providing VPN access to the staff working from home
 - Cost benefit analysis in comparison to working from office.
 - Identifying the Job roles for WFH for the staff working in branches, Zonal Offices, Field General Manager Offices (FGMO), Stress Asset Management (SAM) Branches, (Retail Agriculture MSME Processing Centre) RAMPCs, Back offices, other Verticals, Field Inspection Offices (FIOs) and Departments at Corporate Office.
 - Identify vertical wise specific functions for WFH
 - Identification of areas/jobs/verticals where permanent work from home is possible.

2.2 Model for working in shifts, staggering and flexible working hours

With the aim to provide flexibility in the working hours, optimum utilization of infrastructure and providing 24*7 customer services in selected areas, a strategy to be prepared for working in shifts, staggering and flexible working hours.

- Frame policy on flexible working hours for the bank.
- Identify areas where option for flexi working hours is possible.
- Prepare reporting structure for flexi working hours.
- Define and guide the Bank on Technology tools and aids required for employees to work productively and for supervisors to track performance.
- Identify the gaps where customer services can be extended for 24*7.
- Model for extending banking business hours at select centers using shifts/flexible working hours.
- Cost benefit analysis for extended business hours at selected centers.

2.3 Video Banking:

- Define Approach for Video Banking and usage across the Bank e.g remote interaction between branch staff and customers.
- Suggest roadmap for rollout of Video Banking e.g technology required, to support new ways of working.

Module -3 Effective implementation of existing processes:

Bank has taken various initiatives towards digitization of the internal processes and developed applications like IB e-note (a customized version of SharePoint) to process internal notes digitally, IB e-Dak for a smart letter management system, e-Archival (for storage of processed e-notes), Video KYC (for customer on boarding), Digi voucher (paperless voucher for executing transaction at branches by the customers) and e- Fraud Risk Management System (e-FRMS).

- Study these models and prepare a gap analysis basis best industry practice.
- Prepare strategies to implement these models in Bank at all levels.
- Change Management /Training plan for the field level functionaries.

Module -4 Define document archival strategy for the bank and program management for implementation of Document Management System (DMS)

- Review and suggest improvements in Document Management System and Document Archival Policy of the Bank.
- Prepare strategies and implementation support for document archival in Physical and Digital form.

- Advise on the various options available for digital storage of document with expected cost, data security, and operational ease.
- MIS system to track and locate the physical and digital documents.
- Devise Strategies and implementation support for effective control and store keeping management.

Module -5 Re-designing of the present operating models and processes with a view to bring down the TAT and cost to income ratio of the bank-

5.1 Consultant to study the existing processes and operating models for Retail Banking, MSME, Credit, Banking operations department, IT, DBD, Audit and Inspection, Recovery, Risk Management, HRM, HRD, Financial Inclusion and other departments at Corporate Office.

- Prepare gap analysis basis best industry practice and identify the areas of improvement.
- Design customer experience strategy /roadmap for the Bank and support its implementation.
- Re design operating models keeping in view the following points
 - Reduced Turn Around Time.
 - Enhanced customer/ employees experience.
 - Effective utilization of resources (Manpower forecasting after redesign)
 - Improvement in cost to income ratio YOY.
- Advise on the tools, techniques, software, hardware requirement if any, along with cost benefit analysis.
- Design automated reconciliation system for all channels of transactions and provide implementation support.
- Designing SOP for revamping the operations at various Back office functions like Customer Acquisition and Processing Centres (CAPC), Service branches, ATM Service Center to bring operational efficiency.
- Review BC Channel Operation and study the potential to enhance the products and services offering through this channel and also the role of base Branches.

5.2 Redesigning processes for Information Technology Department like:

- Design workflow/ process for a portal for branches / zones for accessing various details from channels like IMPS/ UPI/Mobile Banking etc for enhanced customer service.
- Prepare roadmap for modernizing In-house applications and provide guidance throughout the journey.
- To prepare strategy and assist Bank for making consolidated dashboard for critical IT/ In-house or other applications for effective and real time monitoring at all the levels.

- Assist the Bank in finalising plans to automate various IT processes viz., Change Request (CR), Incident reporting, Root Cause Analysis (RCA), Ticket Generation etc.,

5.3 Review the Outsourcing policy of Bank and suggest improvements as per best industry standards.

5.4 Collections and recoveries Model:

- Consultant to study current collections model with focus on Retail, Agriculture and MSME (RAM) and suggest gaps vs/ best practices with objective of increasing collection efficiency and reducing cost of collection on:
 - Review and refinement of current collections operations and outsourced partners wherever available.
 - Review and refinement of current approach for recoveries.
 - Segmentation and bucket management, with improved contact strategies with customers e.g usage of Contact centre, WhatsApp etc.
 - Usage of Data and Advance analytics for better targeting for resolution and offering settlement to delinquent customers.
- Consultant to suggest roadmap to the Bank to improve collections model, aligned with new ways of working including new tools, resource requirements and technology required.

5.5 Redesign identified processes for Corporate Banking: -

- Review and revamp existing Trade Finance business with a view to increase the Fee Based income.
- Design operating structure for revamped process.
- Design SOP on revised/revamped process.

5.6 Revamp Cash Management Service Business: -

- Study the existing Cash Management Service offerings like v-collect and revamp CMS vertical based on the best industry practice.
- Study the potential available in the market for CMS business.
- Strategies for Cash collection/ Cheque collection business.
- Strategies for online collection and payment business.
- Advise on fintech partnerships for payment and collection business.
- Framework for real-time MIS for the customers.
- Strategies to improve dividend distribution business.
- Calculation methods/strategies/ tools for cost benefit analysis for offering quotes in Dividend Distribution Business.
- Advise on the strategies/ marketing strategies to improve market share in CMS Business.

Module 6: - Leverage data analytic Models for business growth and Risk Management

Bank has developed/ developing approx. 40 in-house analytical models based on the existing customer data base like: -

• Cost optimization model	• Lead allocation and routing
• ATM profitability	• Lead conversion
• ATM down time analysis	• Takeover of Home loans based on E-Mandate
• Customer 360 - Single view of customer	• Pre-approved Personal loans
• Cross sell analytics	• Personal loans to customers who Pre-close FDs
• Up sell analytics	• Top up loans based on Home loan repayment track record
• Lead generation	

- Consultant to analyse and prepare gap analysis of above models and other models in line with best industry practice, including assessing business value delivered from these models and prepare a framework for better utilization of these models.
- Support the Bank to implement these models across all verticals.
- Prepare a roadmap for the Bank on additional models to be built, including technology roadmap requirement, AI/ ML tools, people capabilities, etc.

Module 7: - Re-organize the structure of Branch Banking and other verticals:

7.1 Branch Banking

- Consultant to study the present branch banking structure and processes including RAMPC and revamp the structure and operating processes in the branches with a view to:
 - Effectively utilize the resources.
 - Digitize manual processes.
 - Improve Business growth
 - Simplification of the processes.
 - Strategize Customer Management in Branches.
 - Enhance customer experience.
 - Identify the potential spots for placing BNA and ATMs, kiosks for better reach.
 - Evaluate changes to current format e.g space requirements, layout and usage of alternate formats e.g Kiosk to increase physical touchpoints.
 - Reduce operating cost at branches & Administrative offices and improvement in cost to income ratio.
- Design, support for development of Dashboard /tools for monitoring TAT of various services extended in the Branch and implementation of these tools/ dashboard.

7.2 Back Office Operations

Consultant to study all Central/ Zonal operation hubs and suggests

- Opportunities for centralisation/ consolidation, aligned and revised branch banking and RAM operating Models.
- Minimise operations activities through heavy use of automation, AI and robotics.
- Opportunity for usage of outsourcing to drive efficiencies.
- Consultant to suggest roadmap to the Bank to define “Back-Office of the future” to support going forward, aligned with new ways of working.

7.3 MSME/Retail/Agriculture Vertical:

- Review the organization structure of RAMPC centres and strategies for rationalization wherever possible.
- Design and assist Bank for development of Dashboard /tools for monitoring TAT for processes at RAMPC.
- Advise on partnership alliance for co-lending/ co-origination of loan business and help in preparing RFP etc. for vendor onboarding in case of need.
- Study the various manual processes at present and devise suitable strategies for digitization and automation.
- Strategies to increase Gold loan portfolio specially In Northern and Eastern regions.
- Identification of Market Potential and devise specific Area Based Strategies in Agri Investment Credit, Agro Processing, Fisheries & Agri Exports.
- Examine the existing Agri clientele base of Bank and suggest appropriate Products/Customize existing available products based on Client Segment.

Module 8: - Revise model to improve Third Party Product (TPP) business

8.1 Strategies and tools to improve Third Party Product Income

Bank is having tie-up with partners for Life Insurance, General Insurance, and Mutual Funds. Consultant to prepare strategies for improving third party product business through branch banking channel leveraging branch network strength.

- Strategies to sell TPP through branch, BC Network and Digital Channels.
- Strategies on visibility of the offering in Branch.
- Rewards and recognitions plan for staff.
- Strategies to Cross sell TPP products while selling other products.
- Implementation support for the revised strategies and tools.

8.2 Wealth Management Services

- Design Wealth Management Service (WMS) Model for the Bank.
- Cost benefit analysis for WMS Model.
- Design organization structure for WMS.
- Manpower assessment for the proposed structure.
- Advise on mapping of WMS vertical/business with the subsidiary.
- Study the existing tie-up arrangement with Fisdcom (a third party tie up for offering WMS)
- Identify the potential cities for WMS business based on volume and Asset Under Management (AUM).
- Study the potential for WMS in tier-2 and tier-3 cities and identify areas where services can be offered.
- Advise on suitable product mix, keeping in view the customer base.
- Advise on tie-up arrangements with third parties for offering diversified product range.
- Advise on the best suitable financial planning/portfolio Management software for WMS.
- Rollout plan and marketing strategies.

Module 9: Control & Governance

9.1 Revamping Inspection and Audit model

- Study the existing processes of audit and inspection in the bank.
- Prepare gap analysis based on best industry practices.
- Revamp the models for Improved TAT, reduced cost and better control.

9.2 Ways to conduct offline audit of Branch/Admin Office-

- Design, Support for development of the tools/dashboards for a framework on centralizing Audit function and conducting offline audit from remote locations to save cost and improve efficiency of the department. Consultant to extend implementation support for the revised processes.

9.3 Adoption and improvement in existing process-

- Existing processes, where complete revamp is not required, improvement measure to be suggested.

9.4 Improvement in offsite monitoring

- Study the existing models and tools for offsite monitoring
- Advise on new ways of off-site monitoring in the identified areas based on best industry practices.

9.5 Effective control mechanism-

- Framework to strengthen control mechanism at all the levels in the organization with triggers points in the critical areas.

- For the areas identified by the bank, redesigning operating model(s) and rolling out new operating model(s) and ways of working, will have digital and cyber security implications. These areas of concerns need to be addressed by the engaged consultant. Consultant's inputs (reports or advise) on security implications (because of redesigning and new operating models) will form integral part of the scope of the consultant.

9.6 Enhancing effectiveness of 2nd and 3rd line of defence in the Bank-

Strategies to strengthen the 2nd and 3rd line of defence for closer monitoring of key areas, the special emphasis to be given on the automation using technology and data analytics.

- Consultant to study current Early Warning Signals and suggest: -
 - Opportunities for improved tracking and management, using internal and external data available with the bank.
 - Triggers for delinquency Management to various stake-holders inside and outside the Bank.
 - Recommend improvement in processes and efficient control mechanism for increased monitoring.
- Consultant to suggest roadmap to the Bank to define and build future-state Early Warning Signals (EWS) and delinquency management.
- Design and support for implementation of revised process.

9.7 Design, support for development for the tools/dashboards/software and implementation of an integrated complaint management system and enhanced customer service experience.

- Consultant to Review and re-design suitable model for Complaint Management System and design for integration with various channels like Branches, Contact Centres, Call centres, Digital Channels, Social Media and website for resolution of customer complaints received on these channels with focus on: -
 - Availability of an User centric channel for lodgement of complaint.
 - Complaint Handling and resolution
 - Availability of self-service mechanisms using AI/Chatbot/ latest technologies for efficient grievance redressal.
 - Proper escalation matrices, with tracking, follow up and feedback mechanism.
- Consultant to study current customer service at contact centre, branches and digital channels and suggest strategies to improve speed/ efficiency and customer experience and resolution of service request
- Consultant to suggest roadmap to the Bank to improve critical service journeys and channels, aligned with new ways of working.

Module 10: - Change Management and Capability Development

10.1 Capability Development

- Devise suitable training programs and design training material to implement operational transformation in the bank.
- Identify people freed from branches to be repositioned for improved productivity and design the training of employees for the new roles in the context of operational transformation and new processes.
- Update the necessary changes to the SOPs and support the bank in training the employees on the changes.

10.2 Change Management and Communication:

- Consultant to support and work with TMO department/ Training Centres and Business departments for implementation and adoption of the change by the leaders as well as those in the field.
- Conduct workshops to align the leadership at various levels with the changes proposed.
- Identify and train relevant change agents who can drive the intended change in the bank.
- Communicate the transformation objectives to the project teams.
- Plan and execute the communication plan to ensure transparent, timely and specific communication to all groups of stakeholders.
- The consultant should work with the bank to drive change management initiatives to drive adoption, stabilization, and drive impact.
- Prepare strategies for adoption of new processes / new ways of working and implementation support.

10.3 Impact Assessment:

- Capture the value by way of improvement in business, revenues, profitability, efficiencies, customer experience, TAT with clear outcomes.

10.4 Knowledge Transfer:

- The consultant shall provide all necessary information, documentation to the bank or its assignee, for the effective management and maintenance of the deliverables under this RFP.
- Knowledge transfer sessions should be conducted with the assignee to improve internal capabilities and ensure business continuity.

Module 11: - Implementation Support and Program Management.

11.1 Rollout & Implementation plan - Consultant to draw a rollout and Implementation plan for all the modules covered in the RFP. This includes

- Pilot roll out in the branches and other departments.
- Full rollout and implementation of new/ revised processes and operating models.

- Consultant to onboard fintech partner's/vendor in case of need during operation transformation including preparation of suitable RFP document for vendor/ Fintech onboarding.

11.2 Project Delivery Teams- Bank has put in place a Transformation Management Office (TMO) along with a Governance framework. Consultant to work with TMO to ensure successful implementation. TMO department will act as a collaborative point between the consultant and the departments to coordinate the efforts. Consultant to set up various Project Delivery Teams across various workstreams/departments (business, operations, technology, regulatory, compliance, human resources, etc.) at Corporate Office, along with their Governance framework.

The Consultant is expected to: -

- Coordinate with TMO and stakeholder for overall Project Management
- Work with the Project Delivery teams to ensure successful implementation of various modules
- Provide Program Management Support for Implementation of the proposed transformation to ensure successful delivery of various projects.
- Establish overall project governance structure to include the roles and responsibilities of the Project Delivery Teams.
- Discuss progress on the Operational Transformation plan with workstream leads and regularly track the implementation status by deploying Project Management Tools.
- Report to the Project Sponsor and TMO based on established cadence.
- Identify, Measure and Manage key risks, issues, and Challenges.
- Understand the key bottlenecks/challenges faced and discuss with concerned stakeholders to identify the solution.
- Support specific workstream with dependency management, coordination and highlight best practices.
- Support should be extended till the full rollout of the new processes and completion of the project.

11.3 Organisation readiness – Prepare a plan for organisation readiness for implementation on the following points

- Prepare the revised organisation charts across all businesses, branches, departments & verticals.
- Lay out the revised KRAs and KPIs for the roles.
- Revise the delegation authority documents.
- Identify the manpower redeployment plan.
- Identify the key areas and incidence of capability gaps that will need to be addressed for successful implementation. This leads to a capability development plan.

This includes, for all the approved changes covered in the various modules.

Brief List of Deliverables

- 1 Strategy, Design & Development Phase: 4 months
- 2 Pilot Rollout -2 Months
- 3 Full Roll Out, Implementation and Change Management -6 Months

Module	Deliverables
Module 1: - Business strategy for the departments	<ul style="list-style-type: none"> Review existing business strategy of the departments and prepare revised Business Strategy with 5-year plan. Review Operating strategy of the departments and design revised operating strategy in line with best industry practice. Micro Market Study across Key Geographies. Review testing and validation of Risk Management Framework.
Module 2: - New Ways of Working	<ul style="list-style-type: none"> Design and release Policy & Models on WFH, working in shifts, staggering and flexible working hours. Design/ Development Technology tools and aids required for employees to work productively and for supervisors to track performance. Design Centralized Dashboard and MIS Cost Benefit Analysis Video Banking
Module -3 Effective implementation of existing processes	<ul style="list-style-type: none"> Study Existing internal digital initiatives/processes and prepare a gap analysis for improvement. Prepare Strategies for implementation of digital initiatives /processes. Change Management and training Plan for its implementation.
Module 4: - Define the document archival Strategy for the bank	<ul style="list-style-type: none"> Review of Document Management policy Strategies for archival of digital and physical documents MIS/ Dashboard for documents tracking.
Module 5: - Re-designing operating model and processes	<ul style="list-style-type: none"> Gap Analysis Study Design Customer Experience Strategy Redesigning of the operating models Design SOPs for the revamped process. Design for automated reconciliation system. Redesigning processes for Information Technology Department. Review Outsourcing Policy of the Bank. Revamp Collections and recoveries Model Revamp Cash Management Service Business
Module 6: - Leverage data analytical Models for business growth and Risk Management	<ul style="list-style-type: none"> Study existing Data analytical models and Prepare gap analysis. Devise strategies to implement these models across various verticals. Roadmap for additional models
Module 7: - Re-organize the structure of Branch Banking and other identified verticals	<ul style="list-style-type: none"> Re-design/revamp Structure of Branch Banking and RAMPC. Rationalization of RAMPC. Improvements in the processes for Retail, Agri and MSME.

	<ul style="list-style-type: none"> Tie up arrangements Co lending/ Co-origination for RAM sector.
Module 8: - Revised models to improve Third Party Products.	<ul style="list-style-type: none"> Strategies and tools to increase fee-based income level Wealth Management Service Model / Offerings/ Products/ Organisation structure and financial planning software for the customers/strategies for penetration
Module 9: - Control & Governance	<ul style="list-style-type: none"> Revamp Inspection and Audit Model of Bank Design New Ways to conduct offline Audit Strengthen and improve internal Control mechanism New Ways for offsite monitoring Enhancing effectiveness of 2nd and 3rd line of defence in the Bank Design Integrated Complaint Management System and tools.
Module 10: - Change Management and Capability Development	<ul style="list-style-type: none"> Training program and material to implement operational transformation. Reposting of identified Manpower. Workshops and training of change agents Communication Plan Strategies for adoption of new processes and implementation Support. Impact Assessment by capturing value Knowledge Transfer to Bank Staff.
Module 11: Implementation Support and Program Management	<ul style="list-style-type: none"> Pilot/full Roll out Plan and implementation. Partner Vendor Onboarding in case of need Formation of Project Delivery Teams and governance framework Coordination with TMO and Stakeholders for Implementation of the Project. Overall Programme Management Support Weekly/Monthly progress reports Prioritize the operating models/ processes to be revamped and implementation (across Module 1 to 9) Organisation Readiness Plan

Key Milestones –

Milestone	Deliverables	Time Period
1	Strategy, Design & Development	T+4 Months
2	Pilot Rollout	T+6 Months
3.	Full Rollout, Implementation and & Change Management	T+12 Months

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 Operating Model 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 redesigning operating models for the Bank in line with business goals and to provide tools & processes to complete the Operating Model transformation in a time bound manner of 12 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

S. R No	Payment Schedule	%age of payment
1.	Setting up of Programme Management Office of Consultant	10%
2.	Completion of Strategy, Design & Development (T+4)	20%
3.	Completion of Pilot Rollout (T+6)	15%
3.	On Completion of T+9 Months (During implementation & Full Roll Out)	15%
4.	Completion of Full roll out (T+12 Months)	20%
5.	Remaining 20% upon completion of the assignment.	

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 5 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 Business consultancy of Public Sector Banks/ Private Sector Banks having minimum Business of Rs.3.0 Lakh crore as on 31.03.2021. 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.	The Bidder should have earned net profit at least for two out of last three years. The net worth of the Bidder should be positive for each of 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.
4.	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.
5.	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.

Sl. No	Criteria details	Supporting documentation
6.	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.
7.	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 fulfill 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 parameters.

Evaluation Criteria

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

S. No	Sub-parameter	Max Sub-Score
1.	Bidder experience in implementation of Transformation/ Consultancy for a PSB/Private Sector Banks in India during the last five years.	15
2.	Relevant experience of projects as per context of this RFP (experience in Operating Models Transformation/ Digital Transformation/ HR Transformation/ IT Transformation etc.) Experience of working with PSB/Private Sector Banks in India having minimum business of Rs. 3.0 Lakh Crore+ as on 31.03.21, preferably in last 5 years.	10
3.	Understanding of the assignment, Approach, Methodology, Roadmap/workplan. <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 	35

	<ul style="list-style-type: none"> 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 Operating Models Transformation and new ways of working with milestones. 	
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 Operating Model Transformation/ Business Process Reengineering 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 	15

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 Bidders

C = Quote as provided by the Bidders

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 Bidders (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 Bid Security Declaration or to withdraw the bid.
- 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 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 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. 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 REJECTION 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 Bidder 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 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 terms 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 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 penalty 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 (LD) 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 principals 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 is as under:

Shri. Brahm Dutt, IAS (Retd)

Email: dutt.brahm@gmail.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 (RFP) for Appointment of Consultant for Operating Model 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. OT/TMO/2021-22/002 dated 22/11/2021)

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 or transaction reference of online remittance
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 6
20.	Masked Commercial Bid (Format for Masked Bid)	Annexure 8 A
21.	Integrity Pact & Agreement	Annexure 9
22.	Approach Methodology and work plan	Annexure -10
23.	Project plan with detailed activities, milestones and timeframes	Annexure 11
24.	Letter of Authorization for Submission of Response	Annexure 12
25.	RFP Response Covering letter	Annexure 13
26.	Compliance Statement	Annexure 14
27.	Experience of the Bidder as per eligibility criteria 5.1, S. No -2	Annexure -17
28.	Experience of the Bidder as per eligibility criteria 5.1, S. No -3	Separately as per Annexure -17

Sl. No	Particulars	Details /Documents to be submitted
29.	<ul style="list-style-type: none"> Experience and Credentials as per evaluation criteria 5.2.2 (S. No1, Point number 1.1) 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) 	Separately for each point, as per Annexure -17
30.	Clients reference letter/ feedback -5.2.2 (Sl. No -1, point 1.3)	Certified copies of reference letter /feedback from clients.
31.	Signed and stamped copy of Original RFP (and any addendums, if any)	Signed by Authorised signatory

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 (RFP) for Appointment of Consultant for Operating Model Transformation.

Ref: RFP Ref. OT/TMO/2021-22/002 dated 22/09/2021

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 Operating Model Transformation. (RFP Ref. OT/TMO/2021-22/002 dated 22/09/2021)

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 has 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. OT/TMO/2021-22/002 dated 22/09/2021)

(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 Operating Model 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 Bank's 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. OT/TMO/2021-22/002 dated 22/09/2021)

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. OT/TMO/2021-22/002 dated 22/09/2021)

S. No.	Particulars	Q1	Q2	Q3	Q4
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 Operating Model 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. OT/TMO/2021-22/002 dated 22/09/2021)

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. OT/TMO/2021-22/002 dated 22/09/2021)

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 Operating Model Transformation.

(RFP Ref. OT/TMO/2021-22/002 dated 22/09/2021)

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 Monitor

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

- Shri. Brahm Dutt, IAS (Retd)- Email: dutt.brahm@gmail.com

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

6.3 The Monitor 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 Monitor 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. OT/TMO/2021-22/002 dated 22/09/2021)

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 a period of **12 months.**

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Annexure 11 - Format for Submission of Project Timelines

(RFP Ref. OT/TMO/2021-22/002 dated 22/09/2021)

	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: (RFP Ref. OT/TMO/2021-22/002 dated 22/09/2021)

This has reference to your above RFP Request for Proposal (RFP) for Appointment of Consultant for Operating Model 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: *RFP OT/TMO/2021-22/002 dated 22/09/2021*

Request for Proposal (RFP) for Appointment of Consultant for Operating Model 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 Operating Model Transformation.

RFP Ref. OT/TMO/2021-22/002 dated 22/09/2021

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. OT/TMO/2021-22/002 dated 22/09/2021)
(to be provided in MS-Excel format)

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Annexure 16 -Comments Format
(RFP Ref. OT/TMO/2021-22/002 dated 22/09/2021)

[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. OT/TMO/2021-22/002 dated 22/09/2021)

(Submit photocopies of Purchase Orders as supporting 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. OT/TMO/2021-22/002 dated 22/09/2021)

(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. OT/TMO/2021-22/002 dated 22/09/2021)

(To be Submitted on Bidder's 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 Operating Model 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. OT/TMO/2021-22/002 dated 22/09/2021)
(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 Operating Model 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: