

## REQUEST FOR PROPOSAL (RFP)

APPOINTMENT OF CONSULTANT FOR  
**"BUSINESS PROCESS TRANSFORMATION"**

Date of Issue: 05.05.2018.

Reference No. RFP 001/CO: O&M/BPT/2018-19

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Corporate Office, Organization & Methods Division  
254-260, Avvai Shanmugam Salai,  
Royapettah,  
Chennai - 600 014.  
[www.indianbank.in](http://www.indianbank.in)



### KEY DATES

Bid Reference	<b>RFP 001/CO:O&amp;M/BPT/2018-19</b>
Issue of RFP Document	<b>05.05.2018</b>
Last Date for Pre-bid queries	<b>10.05.2018</b>
Pre-bid Meeting	<b>16.05.2018</b>
Last date for receipts of Offers / bids	<b>Date: 30.05.2018 Time: 03.00 pm</b>
Date and Time of opening of Technical Offers / bids	<b>Date: 30.05.2018 Time: 03.30 pm</b>
Place of Opening of Technical Offers / bids	<b>Indian Bank, Corporate Office, O &amp; M Division, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.</b>
Earnest Money Deposit/Bid Security	<b>Rs.25,00,000/- (Indian Rupees Twenty five Lakhs only)</b>
Price of RFP Document (non-refundable)	<b>Demand Draft for Rs.15,000/- (Indian Rupees Fifteen Thousands only)</b>
Address for Communication	<b>Indian Bank, Corporate Office, O &amp; M Division 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.</b>
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**(Note: The above mentioned dates are tentative and the Bidder acknowledges it cannot hold the Bank responsible for any revision in these dates. Time is as per Indian Standard Time. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.)**

#### Issued by:

General Manager (Accounts / IED)  
O & M Division,  
Indian Bank, Corporate Office,  
254- 260, Avvai Shanmugam Salai,  
Royapettah, Chennai – 600 014



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### **Key Terminology**

- *Bank means "Indian Bank" including its Branches, Administrative Offices, Processing Centres / HUBS, Cells and all other units and establishments etc., (excluding its Overseas Establishments and Regional Rural Bank)*
- *RFP means "Request for Proposal" document*
- *BPT means "Business Process Transformation"*
- *Recipient', 'Respondent', 'Consultant' & 'Consultancy firm' means respondent to this RFP document*
- *'Bid' means response to this RFP document.*
- *Selected Consultancy firm and the Bank shall be individually referred to as 'party' and collectively as 'parties'.*



## **1.0 INTRODUCTION OF BANK**

### **1.1 About the Bank**

The Indian Bank Limited, the predecessor to Indian Bank, had its genesis in the keen need felt for an Indian Bank managed by Indians, on Western lines in the wake of the widespread misery caused to the depositors by the failure of the House of Arbuthnot & Co., in the year 1906. The late Hon'ble Shri V. Krishnaswamy Iyer with the help of prominent citizens took the initiative and Indian Bank Limited was incorporated in March 5, 1907 with an authorized capital of Rs.20 Lakh. The Bank commenced business on August 15, 1907. The Bank's Deposit grew from Rs.89.66 Crore at the time of nationalization to 2.06 lakh crore and the advance figure from Rs.64.94 Crore to Rs.1.53 Lakh Crore as on 31/12/2017. The number of branches grew from 219 to 2736 as on 31/12/2017

Now the Bank is a listed entity. All the branches have been brought under Core Banking Solution. Besides the full fledged International Division at Mumbai, the Bank has three foreign branches, one in Singapore and two in Sri Lanka at Colombo and Jaffna.

Indian Bank has 111 years of dedicated banking service to the nation and several firsts to its credit. These include:

- Launching of Inter-City ATM / BNA Network
- Obtaining ISO Certification for a Branch
- Articulation of Bank's Citizen Charter
- Commissioning of exclusive MICROSAT Branches for SHGs
- Launching of exclusive Subsidiary for Wealth Management Services
- Issuing credit card for farmers
- Providing APP Services for Credit Card / Debit Card.

### **1.2 Technology Environment**

Indian Bank has all its branches on Core Banking Solutions with 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, Tele Banking and App Banking
- E-payment of Taxes, Utility Bill, Ticket, Donation, etc.
- SMS alerts & Social Media activity
- Corporate Net Banking

### **1.3 Business Parameters**

As per the results of Q3, FY 2017-18, the Bank registered a business of Rs.3,59,653 crores, with net profit of Rs.303.06 crores for the quarter. With 100% interconnected network of over 2736 branches and over 3218 ATM/ BNA, the Bank services its family of about 45.92 million customers. Ably augmented by other technologically-advanced delivery channels mentioned in Para No.1.2, an environment of seamless, simple, secure and accessible banking is consistently maintained. Under the government initiated Pradhan Mantri Jan-Dhan Yojana (PMJDY), the Bank, as on 31.12.2017, has opened 32.96 lakh Basic Savings Bank Deposit Accounts (BSBD) and OD facility sanctioned amounting to Rs.16.06 Crores.



## **2.0 PURPOSE AND SCOPE**

### **2.1 Need for Business Process Transformation (BPT)**

#### **1. Initiating the process of Business Process Transformation across all operations of the Bank**

The changing needs of the present day tech-savvy generation of customers and the volatility of the market conditions, coupled with stiff competition among banks in offering the same range of services in a differently packaged manner, have resulted in a highly sensitive market condition, wherein the most responsive player invariably dons the cap of the best player, thereby attaining the competitive edge.

**Indian Bank** (hereafter referred to as **the Bank**) envisages to undertake the following initiatives in order to better equip itself to compete in the market and extend relevant services to the today's well-informed clientele base:

For achieving the task, Bank intends to appoint a Consultancy firm for assisting the Bank in implementation of Business Process Transformation for the Bank. This requires study of the systems and procedures, identification of the gaps and formulation of alternate solutions with the ultimate intention of satisfying the requirements of the customers and the Bank. The above initiatives are to be combined and undertaken for a transformation that cuts across various verticals and facilitates delivery of excellent customer service, improvisation in organizational efficiency and increased productivity.

This Request for Proposal document has been prepared solely for the purpose of assisting the Bank in implementation of Business Process Transformation. The Bank is inviting proposal for providing consultancy services in the area of Business Process Transformation (BPT) from Consultancy firms (Referred in the document as Consultancy firm or respondent).

The Bank expects the selected Consultancy firm to assist the Bank in implementation of Business Process Transformation within the stipulated time period. The proposal shall encompass the areas of BPT mentioned in this document.

#### **2. Implementing the process of Business Process Transformation: CRM**

The goal of our Business is to attract and retain profitable customers. When the existing processes of the Bank are seen through the above prism, "Customer Relationship Management" (CRM) arises at CO level. CRM primarily caters to resolution of Customer grievances. Its domain of operation, purposes and scope of Business needs to be expanded to cover certain vital aspects of CRM. The same are presented below in a nutshell.

The objective of CRM Department shall be as follows: To carry out BPT, it is essential to revisit all processes related to management of customer relationships and interactions. Therefore, the emphasis is on enlarging customer service Department to CRM Department. In the process of making CRM Department functional, the collateral advantage / benefit would be sensitizing the entire staff to critical customer interaction processes such as cross selling / up selling of products, retention, campaign Management and customer service

#### **Credit delivery system:**

Based on a study on the requirement of proper modification in the system as per the demands of the time, Board had approved reorganization of the credit dispensation portfolio into various verticals envisaging speed in decision making and effective monitoring of assets.

Hitherto credit portfolio had been handled by Credit Department / SME / AGFD / ID. The present average age profile of our Staff is 41. The young generation needs to be properly trained in handling credit portfolio. In order to facilitate the younger generation to handle the credit proposals in a hassle free manner and also to quicken the process of dispensation of credit through the quickest mode of delivery the credit dispensation is segregated as follows:

- a. Corporate Credit
- b. MSME
- c. Ind Retail Vertical
- d. Vertical Others
- e. Rural Banking
- f. Financial Inclusion.
- g. FX Authorized Branches

For achieving the task of Credit Dispensation, Bank intends to appoint a Consultancy firm for assisting the Bank in implementation of Business Process Transformation for the Bank in the following areas of Banking viz. [1] Ind Retail Vertical (IRV) [2] Micro, Small and Medium Enterprises Department (MSMED) [3] Human Resources Development Department (HRDD) & [4] Information Technology Department (ITD). This requires study of the systems and procedures, identification of the gaps and formulation of alternate solutions with the ultimate intention of satisfying the requirements of the customers and the Bank. The above initiatives are to be combined and undertaken for a transformation that cuts across various verticals and facilitates delivery of excellent customer service, improvisation in organizational efficiency and increased productivity.

**Objectives of Business Process Transformation (BPT):**

- To augment the service points into sales points
- To develop a '*Lean Branch Model*' with Structure, Resources, Process etc.
- To enhance customer service by simplifying and standardizing procedures and processes, resulting in better TAT (Turn Around Time) for services being delivered
- To offer multiple delivery channels to build deep and lasting customer relationships
- To create a structurally and technologically conducive environment in branches to enable branch staff to undertake proactive marketing and acquisition of new customers
- To improve productivity through increase of business and profit per employee
- Establishing Back Office functions and draw blue print with process, people and system
- To build a suitable Cross functional team.
- To define Business objectives
- To identify the customers
- To differentiate and segment customers
- To define customer experience goals
- To have a customer strategy
- To define and map data requirement
- To respond quickly to customer queries
- To put in place customer engagement programmes
- To collect customer data





- To automate customer engagement processes
- To empower staff to please the customer
- To identify the easiest tasks and register quick wins to spread success stories and to prepare the Bank for hard tasks
- To foster customer centric culture in the place of product centric culture
- To periodically monitor Business performance of the various programmes run by the Bank.

## 2.2 Project Scope:

2.2.1 The broad scope of the project is underlined in the following requirement points:

### ***a. Restructuring Product Line (Retail and MSME) in tune with market reality***

With a review covering effectiveness, mix and relevance of existing products and formulation of new products to reduce the customer expectation gap.

### ***b. Improving Operational Efficiency***

By strengthening technology platforms and integrating the stand-alone systems besides fine-tuning branch operations and alternate delivery channels to offer better customer service.

### ***c. Effecting a paradigm shift to Retail Banking***

Developing Retail dispensation model to capture new customer segment and reach new market with customer friendly, easy to adopt products.

### ***d. Introducing 'Banking Vertical' to meet the mass banking within the existing bank setup***

Creating Vertical to establish structure to differentiate Mass Banking and Affluent Banking, with branch model, business model, roles, capital requirement etc.,

### ***e. Establishing 'Relationship Banking' Model***

With an integrated model to render personalized banking services, driven primarily by the activation of Customer Relationship Management (CRM) module.

### ***f. Measurement matrix***

Developing Measurement matrix for the transformation exercise and process for monitoring the same on continuous basis.

2.2.2 The project encompasses a bank-wide business process transformation and hence, stands on the following cardinal goals applicable to all processes:

#### **➤ Assessing Current Model of the Bank and doing Gap Analysis**

A 360° review and analysis of the existing processes should entail the gap analysis. The gap analysis should further cover critical assessment of Bank's current setup, complementing its strengths and addressing its vulnerabilities.

#### **➤ Recommending Short Term and Long Term Strategies**

The strategies should incorporate best industry practices while maintaining the synergies with the current ecosystem of the Bank

New market areas and products should also be identified during the process for augmenting business



➤ ***Drawing Roadmap and Implementation Timelines***

The schedule so planned should be flexible to scale up or scale down in response to the changing banking environment.

➤ ***Structuring Pilot Runs***

The pilot runs should be diligently structured to not pose any systemic risk to the ongoing processes of the Bank

➤ ***Creating Performance Matrix for Pilot Runs and Adopted Changes***

Qualitative and quantitative parameters, along with associated weightages, should be clearly spelt out for measurement of pilot runs as well as permanent changes that may be adopted post evaluation of these pilot runs.

➤ ***Assisting in generation of Policy Frameworks***

Necessary technical, operational, legal and any relevant expertise should be brought forth to the Bank officials in charge with framing policy documents and floating RFPs for the approved changes for implementation.

➤ ***Hand-holding with necessary Training and Recruitment Advices***

Teams within the Bank should be adequately guided and trained to undertake execution of changes recommended and due advisory help should be extended in recruitment processes involved therein.

➤ ***Establishing Knowledge Transfer Environment***

End-to-end knowledge transfer should be accomplished to ensure the continuity of business changes.

The elaborate scope under each of the 4 key areas as mentioned under para 2.1 is further given below:

**Scope for HRD:**

- a. Redesign of overall HR strategy and its alignment with Business Imperatives & Assessment of Manpower.
- b. Recruitment / Talent induction model of the Bank to attract talent as well as to ensure sustained growth in head count in line with business growth.
- c. Talent Management and retention.
- d. Competency profiling and Mapping & deployment based on skill.
- e. Competency building, Training and Skill development.
- f. Strengthening of Performance Management system and roll out at all levels in the Bank.
- g. Career Management of Staff and succession planning.
- h. Incentive compensation system design and implementation.
- i. Implementing methods for improving the efficiency of staff at branches for enhanced productivity and TAT.
- j. Outsourcing strategy for non core activities to enhance Bank's operating efficiency.
- k. BPR of HR processes for internal alignment and to enhance efficiency in routine HR tasks.



- l. Assisting the Bank in implementation of technology tools for HR process automation and efficiency improvement.
- m. Developing manuals for the new process designed and developing a comprehensive implementation plan including innovative methods to ensure enduring change and institutionalisation of new ideas and processes.
- n. Conducting HR Audit.
- o. HR Scorecard Implementation.
- p. Plan for employee engagement at all levels.
- q. Creating a new empowered, enabled and futuristic HR Department.
- r. Creating awareness and ownership of HR processes in line departments and field staff.

**Scope of IRV:**

- a. Analysing Business Process framework to evaluate efficacy and efficiency of each process and identify gaps and overlapping of processes.
- b. To review the existing multi-channel Lead Management System and suggest improvements including digital acquisition through strategic tie-ups, to optimize the system.
- c. Review and redesign Automated Loan Processing System and Online Loan application tracking system for retail loan.
- d. Effective and efficient operative model of Centralized Processing Centres:
  - i. Review and redesign the processes at IRPCs for reducing the Turn Around Time and improving customer centricity.
  - ii. Review the functioning of Call Centres vis-a-vis marketing of retail products and suggest strategies for improved customer reach and conversion.
- e. Develop and Recommend Pricing Model for Products and Solutions.
- f. Increase in Cross Selling ratio to align with industry best practices by various strategies including deployment of Analytics-driven upsell and cross-sell ability.
- g. Defining strategies for enhancement in sales productivity by identifying target customer segments for growth with profitability.
- h. To review the existing scheme for empanelment of Home Loan Counsellors (HLCs) and Direct Selling Agents and suggest improvements / fine tuning the process.

**Scope of MSME:**

- a. Drive operations transformation on improving Turnaround Time (TAT):  
Outline the new processes for loan sanction and disbursement, while achieving best in class TAT for different product categories. Detailed Standard Operating Procedures (SOPs) across product-channel.
- b. Strengthen branch sourcing for MSME loan business (redefined sales model):  
Outline the process changes and capability building required for branches to become significant sourcing funnel for loan business.
- c. Design tech enablement of the business model to help improve cost-income ratios, and strengthen the customer proposition:
  - Implements tech platform including loan origination system and workflow system to achieve better productivity.
- d. Analytics-driven upsell and cross-sell ability facilitating:
  - Enhanced digital acquisition through strategic tie-ups.



- Generation of propensity models for providing new loan offers by the Bank.
- e. Build capabilities in assessing self-employed risk profiles on these lines:
  - Build models for assessing risk for self-employed segment.
  - Outline the process for assessing the self employed risk.
  - Suggest product changes for quick disbursement of the loan.
- f. Revitalizing Ind MSME branches and MSME CPUs:
  - Create the case for strengthening **Ind MSME branches and MSME CPUs** to manage the flow and achieve best in class performance metrics.
  - Put in place hands-off process for various channels – branches, digital channels, loan market places etc.
- g. Revisit credit criteria to support risk based pricing particularly for MSME customers.
- h. Improve due diligence, better risk assessment and faster turnaround through Fin Tech (Financial Technology Innovation for business transaction).

### Scope for Information Technology.

End to end business process transformation of the existing processes and preparation of a roadmap for digitization of processes, introduction of new processes etc for increasing efficiency, reducing cost, define ownership and enhance customer experience. Also, to set up strategic policies for the following primary areas:

- a. Suggest digital methods / processes to improve customer support and reduce customer grievances and define ownership.
- b. **Governance:** Lack of clarity in ownership of IT enabled Business Processes / Products / Services in the Bank is hampering faster implementation of new Processes/ Products / Services or changes to the existing ones and also resulting in conflict of interest due to non-segregation of duties. Study the existing practices and define roles of IT & Business teams and the best practices for segregation of Duties.
- c. **Capacity & Capability Assessment:** Study the existing capacity & capability of entire IT infrastructure including the implemented hardware & software solutions, identify whether they are able to meet the business requirements of the Bank and whether they are implemented based on best practices in the industry and suggest remedial measures.
- d. **Incubation & Development:** Conduct a gap analysis of digital channels, products and services offered by the Bank vis-à-vis other banks and identify areas for introduction of new channels, products and services or improvement required in existing ones.
- e. **Marketing of Technology Products:** Prepare a roadmap for technology marketing and digital marketing both within the bank and outside the bank to achieve digital penetration and usage in our bank to comparable levels of peer banks.
- f. **MIS, Analytics and Data Warehouse:** Prepare a roadmap for implementation of data analytics and customer relationship management, so as to cross-sell and up-sell to customers. Suggest digital methods/processes that will help the Bank in acquiring new customers and retaining existing customers.

### **2.3 Scope of the Consultant:**

The Selection of Consultancy Firm will depend upon detailed description of:

- [a] Implementation plan spread over the project duration.
- [b] Deliverables across each function at regular intervals.
- [c] Illustration of implementation experience on each element of RFP.





The appointed Consultant firm should run a comprehensive check across the entire gamut of activities covering the project scope and subsequently, recommend practical solutions with timelines. The Consultant firm is expected to deliver on the following broad outline:

- ❖ To undertake the study of the existing systems and procedures covering the above areas of operation and compare the same with the best practices in the industry.
- ❖ The gaps in the existing system are to be identified and to develop the systems / process / procedures to cover the gaps.
- ❖ Systems and procedures have to be developed and implemented on a pilot basis.
- ❖ Necessary technical, operational, legal and any relevant expertise should be brought forth to the Bank Officials in-charge with framing policy documents and floating RFPs (if warranted) for the approved changes for implementation.
- ❖ Systems and procedures so developed, including but not limited to, comprehensive manuals of new processes designed, implementation plan specifics, methods for maintenance and scaling, to be documented for information and reference.
- ❖ Teams within the Bank should be adequately guided and trained to undertake execution of changes recommended and due advisory help should be extended in recruitment processes, involved therein.
- ❖ Assist in the preparation of RFPs to be floated during the course of implementation based on the recommendations of the selected vendor, suggest best practices prevalent in the market and benchmark the same accordingly.
- ❖ End to End knowledge transfer should be accomplished to ensure the continuity of business changes.

The Consultancy firm, during its 'Technical presentation', shall present its plan of action, solutions, ideas with timelines to implement BPT activities at select branches, Central Processing Centers and Administrative Offices including any Organization Restructure on pilot basis and for taking forward the same across the Bank.

The Consultant should assist transfer of knowledge to Bank's internal resources/ teams so as to enable the Bank to replicate the transformation process across the Bank. The Consultant is expected to train a Central Transformation Team, provide required hand-holding support and develop tools (e.g. Manuals, MIS) to enable them to carry forward the transformation.

The Consultant should also carry out detailed documentation of the project covering all stages of the assignment in order to sustain the initiatives by the Bank's internal resources. The Consultant is expected to conduct pilot run of the proposed changes/ processes covering minimum 10% of the Bank Branches / Offices in at least 5 different geographies across India to test the new design and fine tune based on the experience gained.

The Bank may if and when deemed fit during the tenor of the contract engage the bidder for consultancy on matters not expressly covered under this RFP after due negotiation for the efforts in terms of working days. The term "working day" means a calendar day effort for the team comprising of Senior, Middle and Junior level Consultants of appropriate mix. The price for such consultancy will be based on the Sl.No.2.b, item no."C3" of the optional items as described in price bid (Annexure K).

#### **2.4 Timeframe for the Project:**

The project period will be approximately 18 months. On completion of 18 months, the Bank will have the discretion to continue the services of the consultancy firm for a period of 6 months which could further be extended for a maximum period of 6



months, based on the need, during which period also a dedicated project team has to work on site. The on-site Team shall consist of a judicious mix of Senior, Middle and Junior Executives.

On-site team of Consultants shall work under the overall guidance and control of Top Executive of the Consultant Firm. As and when need arises, subject matter experts need to be present on site to supplement the efforts of the on-site Team.

During the said period of consultancy, the selected Agency will also guide and assist the Bank in defining the scope and eligibility for procuring relevant Hardware / Software/ Services and implementing the same in a time bound manner. There will be penalty clause to ensure adherence to timelines.

During the course of the project (or later), there might be related areas which the Bank would like the Consultant to take a look at more deeply than earlier envisaged. The Bank and the Consultant should mutually agree on the additional resources required. The monthly fee levels would be proportionately scaled up in the ratio of the increase in the full time team deployed.

### **3.0 ELIGIBILITY CRITERIA, BID SYSTEM, PROCEDURE AND DOCUMENTATION**

#### **3.1. Eligibility Criteria**

<b>Sl.No</b>	<b>Details</b>	<b>Support Documents to be submitted</b>
<b>1</b>	The Consultant should be a Government Organization / Public Sector Unit / Private Limited Company / Public Limited Company registered or incorporated in India / Partnership Firm / Limited Liability Partnership (LLP). It should not be individual / Proprietary Firm / HUF etc.	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public / Private Limited Company,). Certified copies of Registration Certificate and copy of Partnership Deed (for Partnership firm) / Certificate of Incorporation of LLP and Copy of LLP Agreement (For LLP).
<b>2</b>	Consulting Firm must have minimum 10 years of experience in advising Indian Public Sector Banks / Large Private Sector Banks / Public Sector Financial Institutions on matters of Organizational Transformation including Marketing of products covered under the scope.	Client references from organizations, including one Public Sector Bank clearly indicating the scope of engagement and duration of engagement.
<b>3</b>	The Consulting firm should have successfully concluded a minimum of three programmes in Public / Large Private Sector Banks (having at least 20000 employees on the rolls) in India on Long Term Basis (more than 9 months) on the areas mentioned above in Point no. 2, in the last 10 years. They should have done at least one program on Organizational Transformation including Strategic Business Excellence in India in the past 2 years.	Client references from organizations clearly indicating the scope of engagement and duration of engagement / Purchase Order details.



Sl.No	Details	Support Documents to be submitted
4	The Consulting firm should have in-house capability to take up assignment on their own but not through any associates. Joint and collative Bids will not be accepted	Undertaking Letter.
5	Declaration / self-affidavit by the bidding firms as to their technical suitability (Annexure – J and Annexure L )	On company Letter head.
6	The Bidder should be a profit making company/firm during at least two out of the immediate three consecutive financial years (2014-15, 2015-16, 2016-17)	Certified Copies of Audited Financial Statements (and Annual Reports, is applicable) for the last three financial years. (Also furnish the information in <u>Annexure-Q</u> )
7	The bidder should have an average turnover of Rs. 60.00 crores for the last three financial years with positive Net worth	Certified copies of Audited Financial Statements or certificate from Auditors providing the Turn Over details for the last three years. (Also furnish the information in <u>Annexure-Q</u> )
8	The Bidder should not have been black listed / barred / disqualified by any Govt. Financial Institutions / Banks / Government / Semi-Government departments / PSUs in India / any regulator / statutory body as on the date of submission of bid.	A self declaration by the Bidder on Company's letter head.
9	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Indian Bank	A self-declaration by the Bidder on Company's letter head.

Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this Bid exercise. The bidder should submit their responses along with documentary proofs and self-declaration, where ever required for the above eligibility criteria. Proposals of those bidders, who do not fulfill the eligibility criteria as stated above fully, will be summarily rejected. The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage of Technical Evaluation.

### 3.2 Pre Bid Queries

The Consultant should carefully examine, understand the scope, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant page number and para number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing to - The General Manager (Accounts/ IED), O&M Division, Indian Bank, Corporate Office, Chennai - 600 014, by the intending bidders before 03.00 p.m. on 10.05.2018. Queries should be submitted as per Annexure-Q.



All subsequent corrigenda / addenda / amendments / clarifications / updates / extension of timelines etc. to this RFP shall be published only at our website and not in any other media including newspaper. Therefore, interested Bidders may regularly visit our website for the updates.

### **3.2.1 Pre-Bid Meeting**

A pre-bid meeting of the intending Consultancy firms will be held at 03.00 pm on 16.05.2018 at Indian Bank, O & M Division Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014 to clarify any point / doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting for appointment of Consultancy firm for Business Process Transformation.

If the meeting date is declared as a holiday under Negotiable instruments Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested Consultancy firm with photo identification shall be present during the scheduled time. Bank has the discretion to consider any other queries raised by the Consultancy firms' representative during the pre-bid meeting. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be uploaded in the Bank's website and no individual correspondence shall be made. No individual consultation shall be entertained.

The clarification of the Bank in response to the queries raised by the Consultancy firm / s, and any other clarification / amendments / corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Consultancy firms.

### **3.3 Two Bid System Offer**

The methodology of Bid system is Two Bid System i.e. Technical and Commercial Bids. The bidder shall submit the offer for the full schedule of requirements. Following instructions may please be taken note of in this connection:

**All responses should be in English language.** All responses including eligibility criteria, technical and commercial offers would be deemed to be irrevocable offers / proposals from the Bidders and may, if accepted by Indian Bank, form part of the final contract between Indian Bank and the selected Bidder.

All Bid Documents are to be properly filed in a box file and all pages of the bid documents should be numbered serially (1/xxx, 2/xxx (where xxx is last page number of Bid document)) and should bear the company's seal and signature/s of the authorized person/s on all pages. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

The Bid Document should be complete in all respects and contain all information asked for and indicate the ideas, solutions and processes suggested referring Para 2 of this RFP – **Purpose and Scope.**

Bidder's proposal should strictly conform to the Eligibility Criteria, Technical specifications and all other terms and conditions, stipulated in the RFP. The response should be organized in the following manner:

The bidder needs to submit one Master Envelope. This master envelope should contain 2 sub-envelopes.

- **First sub envelope (Technical proposal including Eligibility Criteria)** should be securely sealed and stamped and should have 2 hard copies (1 original + 1





duplicate/copy) and 1 CD (CD separately sealed and titled) each for the Eligibility Criteria, Technical Proposal with Masked Commercials (Annexure – E). The Bid Document should not contain any price information and if the same is disclosed in any form, then the bid will be rejected.

The Technical Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "Accepted" and "Noted", "As given in Brochure / Manual" is not acceptable. The Bank may treat such Bids as not adhering to the RFP guidelines and as unacceptable.

The Eligibility Criteria and Technical Envelope should have the following documents:

1. Earnest Money Deposit (EMD) – DD or Bank Guarantee as per Annexure G kept in separate cover.
  2. Price of RFP Document (Demand Draft; non-refundable)
  3. Offer covering letter as per Annexure A
  4. Approach, Methodology and Work plan as per Annexure B
  5. Proposed Team Profile as per Annexure C
  6. Staffing Schedule as per Annexure D
  7. Format of Price Bid as per Annexure E (without Price information)
  8. Letter of Authorization to Bid as per Annexure F
  9. Proposed List of Key personnel as per Annexure H
  10. Eligibility Criteria with supporting documents as per Annexure I
  11. Letter to the Bank on Company's/Firm's letter Head as per Annexure J.
  12. Form of Self affidavit / declaration as per Annexure L
  13. Performance Security Format as per Annexure M
  14. Non Disclosure Agreement as per Annexure N
  15. Turnover, Net worth and P&L details as per Annexure O
  16. Experience details with supporting documents as per Annexure P
  17. Format for Pre-Bid queries as per Annexure Q
  18. Conformity with Hardcopy Letter as per Annexure R
  19. Integrity Pact as per Annexure S.
- **Second sub envelope** should contain only Commercial proposal (Annexure K) securely sealed and stamped.

The Commercial Bid as per **Annexure K** should give all relevant price information and should not contradict the Technical Offer in any manner.

All envelopes must be super-scribed with the following information:

- First Envelope – 'Eligibility and Technical Proposal' along with bid security and Demand Draft / Banker's Cheque for the cost of the RFP.



- Second Envelope – 'Commercial Proposal'.
- Other Information required on the envelope and sub-envelopes – RFP reference number, Name of bidder, Contact Person, Contact Address, E-mail address and Phone / Fax number.

**Please note that if any envelope is found to contain both technical and commercial proposal, then that bid may be rejected outright.**

The bidder should certify that the contents of the CDs are the same as that provided by way of hard copy. The format of the letter to be submitted is given in Annexure-R. In the event of any discrepancy, the Original hard copy details would prevail.

Proposals not conforming to the specifications will be treated as technically non-responsive. Bank will not entertain any correspondence on this.

The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will be hosted on our website [www.indianbank.in](http://www.indianbank.in) and will form part of this RFP. Bidders are requested to take note of the same.

The Last date for submitting the Bid proposals along with Bid Security and RFP cost is 30.05.2018 by 03.00 pm at this office at the following address:

<b>Bank's Address</b>
Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014

Offers received after the date and time specified for such receipt will be rejected. All envelopes should be securely sealed and stamped.

#### **4.0 EVALUATION METHODOLOGY**

##### **4.1. Opening of Technical Offers**

Technical Offers received within the prescribed closing date and time will be opened in the presence of Consultancy firm or Consultancy firm's authorized representatives who choose to attend the opening of the Offer on the date and time specified in this RFP document. The Consultancy firm or Consultancy firm's authorized representative having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the Consultancy firm, authorizing him / her to represent and attend the bid opening on behalf of Consultancy firm. Bids will be opened even in the absence of representatives of bidders as per schedule.

##### **4.2. Preliminary Scrutiny**

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements. The Bank will inform the date, time & venue of presentation to the Consultancy firms.

The bids will be technically evaluated to arrive at the technical scoring as per scoring methodology specified below under Para 4.3 "TECHNICAL BID SCORING EVALUATION CRITERIA". The bids which that secure technical score of 70 or more marks out of a total of 100 marks, would be considered as technically qualified and only those technically qualified bids will be further processed to find "Highest-Scoring Consultancy Firm" as per evaluation methodology specified in Para 4.4, "TECHNO- COMMERCIAL EVALUATION CRITERIA". Bank however retains the right to lower the cut off score if adequate number of bids do not qualify with the minimum score specified above.

A list of Key Personnel to be deployed for the project is to be furnished with details of Name, Age, Qualification and Experience in Annexure - H. During the course of the presentation, the Bank has right to interview the personnel, to decide to deploy in the project or not. The Bank shall reserve the right to seek the change of resource personnel in case of need.

### 4.3 Technical Bid Evaluation Criteria

A presentation before the selection committee of the Bank is to be made by the Consultancy firms on the methodology / approach, time frame for implementation of BPT activities in the Bank. The technical capabilities and competence of the Consultancy firm should be clearly reflected in the presentation. The selection committee of the Bank may interact with the Consultancy firm or Consultancy firm's authorized representatives during the presentation.

Based on the details submitted by the Consultancy firm in the Technical Bid and the presentation made by them before the selection committee of the Bank, technical evaluation of the eligible Consultancy firms will be carried out as furnished below:

#### 1. Experience of the firm

**(20 Marks)**

Sl.No	Criteria	Maximum Marks	Scored Marks
1	Experience of working in India with Public Sector Banks / Large Private Sector Banks / Public Sector Financial Institutions on Organizational Transformation including Strategic Business in India. At least one programme must be there in Strategic Business covering the areas of Marketing on the scope of RFP.	<u>Scale of measurement –</u> <u>No of Programmes</u> <u>completed up to :</u> 2 Programmes : 5 3 Programmes : 10 4 Programmes : 15 > 4 Programmes : 20	
	<b>TOTAL</b>	<b>20</b>	

#### 2. Methodology, work-plan and appreciation of context -

**(30 Marks)**

Sl.No	Criteria	Maximum Marks	Scored Marks
1	Suitability of solution	10	
2	Delivery Excellence	10	
3	Transition Management	10	
	<b>TOTAL</b>	<b>30</b>	



**3. Transfer of Knowledge and enablement:**
**(10 Marks)**

Sl.No	Criteria	Maximum Marks	Scored Marks
1	Measures to establish end-to-end knowledge transfer within the Bank - Identifying team(s) and steps to ensure the continuity of business changes	10	
	<b>TOTAL</b>	<b>10</b>	

**4. Suitability of key resources**
**(30 Marks)**

Sl.No	Criteria	Maximum Marks	Scored Marks
1	Academic Qualification and Experience of the Team Leader as per Sl. No. 3 of Para 3.1 (Eligibility Criteria)	10	
2	Experience of Key persons in BPT activities in PSB – Qualification and relevant experience in BPT	Scale of measurement upto 2 Members : 5 Marks 3 Members : 10 Marks ≥ 4 Members : 15 Marks	
3	Feedback from the clients on the implementation of BPT activities in PSBs	5	
	<b>TOTAL</b>	<b>30</b>	

**5. Presentation by the Bidder:**

Sl.No	Criteria: Presentation by the Bidder	Maximum Marks : 10	Scored Marks:
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Note: The total marks available for technical evaluation of a proposal are 100. Minimum cut off mark required in the technical evaluation is 70 out of 100. Firms scoring less than 70 marks in technical evaluation shall not be considered for further evaluation. Bank however retains the right to lower the cut off score if adequate number of bids do not qualify with the minimum score specified above.

**4.4 - Techno-Commercial Evaluation Criteria:**

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

Score (**S**) will be calculated for all technically qualified Consultancy firms using the following formula: **S = (T/T High x 80) + (C low/C x 20)** Where:

**S** = Score of the Consultancy Firm

**T** = Technical score of the Consultancy firm

**T High** = Highest Technical score of the Consultancy firm

**C** = (C1 + C2 + C3) Quote of the Consultancy firm [as per Annexure K]

**C low** = Lowest Quote of C among the Consultancy firms

The Consultancy firm securing the highest score becomes the successful Consultancy firm.



## **5.0 SCHEDULE OF REQUIREMENTS**

As specified in the Para 2.3 - **Scope of Consultancy** in this RFP document, deliverables like Project Management Document, Project Plan, Sample Consultancy Reports, Methodology adopted by the Consultancy firm in the project management etc., are to be submitted.

### **5.1 Terms and Conditions**

Terms and conditions for Consultancy firms who participate in this RFP are specified in the Para 7 named "**Terms and Conditions**". These terms and conditions are binding on all the Consultancy firms.

If the responses contain any extraneous conditions put in by the Consultancy firms, such responses may be disqualified and may not be considered for the selection process.

### **5.2 Offer Validity Period**

The Offer should hold good for a period of 180 days from the date of the opening of Commercial Offer.

### **5.3 Address for communication**

All communications regarding requiring clarifications and doubts if any, shall be given in writing to The General Manager (Accounts / IED), O&M Division, Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014, Tamil Nadu, India (Email: [oandm@indianbank.co.in](mailto:oandm@indianbank.co.in)) by the intending Consultancy firm before 03.00 pm on 10.05.2018.

### **5.4 Proposed Ownership**

The proposal and all supporting documentation submitted by the Consultancy firm shall become the property of the Bank.

### **5.5 Modification and Withdrawal of Offers**

Consultancy firms are not allowed to modify their offers on their own, once submitted. However, Consultancy firms are allowed to withdraw their offers anytime before the last date and time specified for receipt of such offers. No offer can be withdrawn by a Consultancy firm after the closing date and time for submission of offers.

### **5.6 Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the Bank may ask some or all Consultancy firms for clarifications on the offers made by them. The request for such clarifications and the Consultancy firm responses will necessarily be in writing and shall be received by the Bank before the date for submission of the queries as mentioned in the letter.

### **5.7 No Commitment to Accept Offer**

The Bank is under no obligation to accept the highest scoring or any other Offer received in response to this RFP and reserves its right to reject all the offers including incomplete offers without assigning any reason whatsoever.

### **5.8 Documentation**

Technical information in the form of Brochures / Manuals etc. must be submitted in support of the Offer made. Certified copies of all documents / references / documentary proofs are to be enclosed with the submission of Technical Bid.



### **5.9 Submission of Technical Details**

It is mandatory to provide the technical details in the exact format as specified in Para 3.3 of this RFP document. The Technical Bid should contain proposals, solutions for the areas of work as enumerated in Para 2 ("**Purpose and Scope**") of this document, covering the conceptualization, design and implementation stages. Submission should clearly articulate the deliverables at the end of each phase of work. Details of similar type of work undertaken; particularly for Indian Public Sector Banks / Financial Institutions including Large Indian Private Sector Banks with pan-India presence having at least 20,000 employees on the rolls should be highlighted. The profile of the key persons assigned to such projects and reference letters from such organizations may be enclosed with the "Technical Offer" (as per Annexure – H).

The Consultancy firms, should submit their plan of action, solutions, ideas, deliverables with timelines to implement BPT activities at branches, Central Processing Centres and different Administrative Offices in phases as mentioned in Para 7.5 of this RFP encompassing the scope of consultancy as per para 2.3.

The offer may not be evaluated / may be rejected by the Bank in case of non-adherence to the format or partial submission of technical information as per the format given in the offer. The Bank shall not allow / permit changes in the technical offer after due date for submission of offers.

The commercial Bid amount should cover for 18 months contract period, extendable for a period of 6 months, during which a dedicated project team has to work on site.

Statement or request for deviation in either Technical specifications or Terms & Conditions specified in the RFP should not form part of Commercial Offer. In case any commercial offers contain such requests or submissions, the offer will be summarily rejected without any further process or communication in this regard. Any commercial offer, which is conditional and / or qualified or subjected to suggestions, will be summarily rejected. The format shall not be modified by the Consultancy firm and such changes in the format may lead to rejection of the bid.

### **5.10 Erasures or Alterations**

The Offers containing erasures or alterations will not be considered unless authenticated by the Consultancy firm. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. 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 such Offers as not adhering to the RFP guidelines and as unacceptable.

### **5.11 Location**

The base locations for the project execution would be Chennai, India. The Consultancy firm is required to travel to other locations as part of the consultancy services based on the need and as required after obtaining prior approval from the Bank. The Bank will not pay any boarding, lodging, travel and miscellaneous expenses towards this travel.

### **5.12 Costs & Currency**

The Offer must be made in Indian Rupees only and inclusive of all taxes, except GST.



**5.13 Fixed Price**

The Commercial Offer shall be on a fixed fee basis, inclusive of all taxes, levies. However, the above pricing shall be excluding GST.

**5.14 Price Comparison**

The Bank will consider the evaluation criteria (scoring) and TCC (total cost of consultancy) furnished by the Consultancy firm in Commercial Offer for the purpose of evaluation.

**5.15 Price of RFP Document:**

RFP Price of Rs.15,000/- (Rupees Fifteen Thousand only), by way of Demand Draft favoring 'Indian Bank, Corporate Office' payable at Chennai, should be submitted along with the Technical Offer duly referring the RFP No- "RFP 001/CO:O&M/BPT/2018-19 dated 05.05.2018". Offers made without RFP price will be rejected. The price of RFP is non-refundable.

**6.0 EARNEST MONEY DEPOSIT (EMD)**

- a) The Consultancy firm should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Demand Draft / Banker's Cheque / Pay Order from any Scheduled Commercial Bank, drawn in favour of "Indian Bank" for an amount of Rs.25,00,000/- (Indian Rupees Twenty Five Lakhs only) payable at Chennai **or** in the form of a Bank Guarantee (BG) issued by a Scheduled Commercial Bank in India other than Indian Bank in the format enclosed (Annexure G), to be valid for a period of six months from the last date for submission of Bid Document, along with the Bid Documents.
- b) No interest shall be payable on EMD.
- c) **EMD must be submitted in a separate cover marked "EMD" along with the bid documents and should be kept inside the Technical Bid** as stated in Para 3.3 of this RFP. In the event of its non submission, the bid will be rejected without any further correspondence, as non-responsive and the decision of the Bank in this regard will be final, conclusive and binding.
- d) Unsuccessful Consultancy firm's Earnest Money Deposit will be discharged / returned 10 days after the Bank entering into consultancy agreement with the successful Consultancy firm. The name of the successful Consultancy firm shall be notified in the website.
- e) The EMD shall be forfeited
  - i. If a Bidder withdraws its Bid during the period of Bid validity; or
  - ii. In case of a successful Bidder, if the Bidder fails:
    - o To accept Purchase Order, OR
    - o To furnish Performance Security valid for 33 months within the stipulated time OR
    - o To deliver the relevant services within the stipulated period, OR
    - o To comply with any terms of RFP or Purchase Order.
- f) Any decision in this regard by the Bank shall be final, conclusive and binding on the Consultancy firm.



**6.1 Address for placing the order**

Consultancy firm shall clearly indicate the communication address of their office, if the Consultancy firm emerges successful in the RFP process for placing the order under this RFP.

**6.2 Publishing details of RFP**

As per the extant policies and guidelines in vogue, the Bank shall be publishing the details of the RFP response and contracts awarded on the Bank's official website ([www.indianbank.in](http://www.indianbank.in)) including the value of the contract.

**7.0. TERMS AND CONDITIONS****7.1 Authorized Official:**

The proposal / Bid being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the organization having authority to do so.

The photo copy of necessary Original resolutions / authority / Power of Attorney having authority to authorize the person to submit Bid documents / participate on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel as per Annexure-F.

**7.2 Rights of the Bank :**

Bank reserves the right to

- reject any or all responses received in response to the RFP
- extend the time for submission for all proposals
- cancel the RFP at any stage, without assigning any reason whatsoever
- interview the personnel being deployed on the project
- visit the place of work of the Consultancy firm
- conduct an audit of the services provided by the Consultancy firm
- ascertain information from the Banks and other institutions to which the Consultancy firms have rendered their services for execution of similar projects

**7.3 Adherence to Standards:**

The Consultancy firm should adhere to laws of land and rules, regulations and guidelines prescribed by various Regulatory, Statutory and Government authorities.

**7.4 Fixed Fee:**

It may be noted that the Bank will not pay any other amount / other expenses like travel and accommodation etc., except the agreed professional fee and applicable GST. The Consultancy firm is expected to quote price in Indian Rupees for the services inclusive of all taxes, except GST. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate and work contract tax etc. shall be deducted from the Consultancy firm's payments. The Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.



### **7.5 Implementation of the Project & Terms of Payment:**

The payment of agreed professional fees will be released to the selected Consultancy firm in phases on completion of activities and as per the progress in implementation of the project, for which contract will be executed by the Bank with the selected Consultancy firm. **There shall be no advance payments.**

The Bank envisages the Consultants to be engaged in the programme for duration of 18 months. Consultant should propose in their submissions on delivering modules in phases with quantified benefits at the end of each phase. The activities of BPT shall be taken up subsequent to the pilot implementation. Bidder may propose alternate methods however, the Bank retains the discretion to accept the proposition in full / part or to modify the same if so deemed fit. The Consultancy firm will provide regular updates to the Bank by way of presentations.

The entire project is expected to be completed in four phases. The various phases are as follows:

#### **Phase I – Gap Analysis and Design (4 months)**

- The phase to be completed within Four months.
- Analyze the existing general processes covering the scope of RFP prevailing in the Bank and submit the redesigned processes proposed, along with performance matrix for evaluation of recommendations so made, to the Bank for consent every month.
- On receipt of each proposed process (monthly) Bank shall review the same, convey its acceptance for implementation.
- The Consultant shall then collaborate with the respective teams in the Bank to keep ready the redesigned processes for pilot run.

*Payment:* 20% of the Bid Amount shall be payable at the end of the four months subject to satisfactory completion of phase deliverables.

#### **Phase II – Pilot Run (3 months)**

- The phase to be completed within three months.
- On a pilot basis, assist the Bank to implement the redesigned /re-engineered processes under general banking covering the scope of RFP in
  - a. 10% of the total Branches across the Bank as approved by the Bank, in consultation with the selected firm.
  - b. select Central Processing Centres like Ind Retail Processing Centres (Number of units to be specified by the Consultant firms in Technical presentation) and
  - c. specified number of Administrative units including organizational structure at different centres (Number of units to be specified by the Consultant firms in Technical presentation).
- Evaluation of pilot-run findings and finalization of changes to be adopted along with their respective performance matrixes.

*Payment:* 15% of the Bid Amount at the rate of 5% shall be payable at the end of every month subject to satisfactory completion of phase deliverables.



**Phase III – Roll Out across the Bank (9 months)**

- This phase is to be completed in nine months.
- Complete rollout of accepted recommendations under general banking covering the scope of RFP across the Bank is to be effected. The activities covering the scope of consultancy to be completed in a phased manner, as per the plan submitted in the Technical Bid and monthly progress report shall be submitted to the Bank for review.

**Payment:** 50% of the Bid Amount shall be payable on satisfactory completion of the phase deliverables, in the following manner:

On completion of 2 <sup>nd</sup> month of Phase III	On completion of 4 <sup>th</sup> month of Phase III	On completion of 6 <sup>th</sup> month of Phase III	On completion of 9 <sup>th</sup> month of Phase III
10%	10%	15%	15%

**Phase IV – Documentation, Knowledge Transfer and Training (2 months)**

- This phase is to be completed in Two months
- Review and preparation of Manuals and related documents for the recommendations in Phase III.
- Imparting necessary training to the 'BPT Team' of the Bank for business continuity and effecting seamless Knowledge Transfer.

**Payment –** 10% of the Bid Amount shall be payable on satisfactory completion of the project.

**Retention Money:** A total of 5% of the Bid Amount will be retained by the-Bank as Retention Money and the amount retained shall be paid after three months of conclusion of the project after review and acceptance by the Bank for having completed the project as per the work plan submitted by the Consultancy firm and accepted by the Bank. Such amounts will be retained from out of the payments due and payable as per the schedule described herein above.

The Consultancy firm will provide regular updates to the Bank by way of presentations.

**Handholding Period:** On completion of the 18 months, the Bank will have the option to continue the services of the consultancy firm for handholding for a further extended period, as mentioned in Para No.2.4 above. The handholding shall mean review, advise and oversee the implementation of the BPT activities by the Consultancy firm during the roll out of the initiatives to the entire bank.

The handholding shall mean review, advise and overseeing the implementation of the BPT activities by the Consultancy firms during the roll out of the initiatives to the entire bank and its implementation at remaining branches, Central Processing Centers, Retail Asset Hubs, Administrative and other units of the Bank by the Transformation team of the Bank. The Consultancy firm shall provide work plan to carry out the BPT activities during handholding period. The handholding shall become complete only upon implementation of all activities of BPT in the branches / offices, Central Processing Centers, Retail Asset Hubs, Administrative units and all other units so identified and confirmed by the Bank.

**Payment** — professional fee as quoted in the Price Schedule (Sl.No.2.a, item 'C2' under Optional Items of Annexure K), **payable on quarterly basis for the first 6 months and** on a prorata basis for the additional extended period beyond 24 months, based on the period of extension.

## 7.6 Professionalism

The Consultancy firm should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

## 7.7 Co-ordination

The Consultancy firm who is awarded the order under this RFP is required to co-ordinate with various divisions / departments / controlling-offices / branches and interacts with various department executives / officials. In turn Bank officials / executives may approach the Consultancy firm for consultancy services based on their requirements.

## 7.8 Start of Services

The Consultancy firm shall be responsible for commencing the service under the RFP immediately on signing the agreement or such other commencement date decided and intimated by the Bank. The responsibility of collecting all the required information pertaining to the present systems of the Bank shall be with the selected Consultancy firm. Cost of any eligibility licenses/ certificates/ software/ hardware etc., required to provide the consultancy services listed under "Scope of Consultancy" should be borne by the selected Consultancy firm. The date of commencement of services shall be recorded mutually by the Bank and the Consultancy firm.

## 7.9 Contract Period

The contract shall be for a period of 18 months from the date of signing the agreement, extendable for a period of 6 months at the option of the Bank. Further, Bank may at its discretion continue the services of the Consultancy firm, even beyond 24 months for a maximum period of 6 months. During the extended period of the contract a dedicated project team has to work on site.

## 7.10 Substitution of Project Team Members

During the assignment, the substitution of key staff (Team Leader and two senior members) identified for the assignment will 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 Consultancy firm can do so only with the concurrence of the Bank in writing. The Consultancy firm shall provide resources as per the experience submitted in the evaluation criteria till completion of the project. In case of replacement with the prior permission of the Bank, the changed resources shall also be of the same or better qualification & experience or more and shall be as per the evaluation criteria.

## 7.11 Sub-Contracting

The selected Consultancy firm shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of consultancy requires



subcontracting, only such activity, by providing such details to the Bank, can be subcontracted only with prior permission from the Bank in writing. However, any payment to such subcontract is to be paid by the Consultancy firm and the Bank will not pay any amount other than the fixed fee quoted for that particular assignment.

### **7.12 Assignment**

Neither the contract nor any rights granted under the contract be sold, leased, assigned, or otherwise transferred in whole or in part, by the selected Consultancy firm and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

### **7.13 Penalty**

The Bank may charge penalty for any delay in the execution of the project due to reasons attributable to the Consultancy firm at the rate 1% per week of the amount payable for the delay in phases of implementation in terms of para 7.5 subject to a maximum of 10% of the contract value. The penalty will be calculated on the amount of fixed fee quoted for the assignment.

However, if there is a delay due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of this penalty. The bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of Indian Bank at respective locations. This, however, does not preclude the Bank from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.

### **7.14 Cancellation of Contract and Compensation**

The Bank reserves the right to cancel the contract of the selected Consultancy firm and recover expenditure incurred by the Bank on the following circumstances:

- The selected Consultancy firm commits a breach of any of the terms and conditions of the bid / contract.
- The Consultancy firm goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected Consultancy firm is found to be unsatisfactory.
- Any other reason attributable to the Consultancy firm.

After the award of the contract, if the selected Consultancy firm does not perform satisfactorily or delay execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In such an event, the Consultancy firm is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the contract.

The Bank reserves the right to recover any dues payable to the selected Consultancy firm, from any amount outstanding to the credit of the selected Consultancy firm, including the pending bills and / or invoking Bank Guarantee, if any, under this contract or any other contract /order.



**7.15 Non-payment of professional fees**

If any of the items / activities / area of assignments as mentioned in the price bid is not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the Consultancy firm in the Commercial Offer against such activity / item / assignment. In case any assignment is entrusted, the Bank will pay only to the executed part of assignment and rest of the assignment may be cancelled.

**7.16 Termination**

The Bank reserves its right to terminate the contract without assigning any reasons by giving a prior notice of 30 days.

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in Implementation of the Project beyond the specified periods
- ii. Non satisfactory performance of the Project during implementation.
- iii. Failure to integrate / implement the project as per the requirements of the Bank.
- iv. Serious discrepancies noted in the implementation of the project
- v. Breaches in the terms and conditions of the Order.
- vi. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches / Offices of the Bank.

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables. The reverse transition will be for the period of 3 months post the notice period. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.



**7.17 Applicable Law and Jurisdiction of Court:**

The Contract with the selected Consultancy firm shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).

**7.18 Execution of SLA / NDA**

The Consultancy firm should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed in the RFP and as may be prescribed by the Bank regarding deliverables and (b) Non-disclosure Agreement (NDA). The Consultancy firm should execute the SLA and NDA after acceptance of purchase order.

**7.19 Confidential Information**

Confidential Information is any and all proprietary information, Bank data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank or any other information or data whether such data is permanent or otherwise disclosed by the Bank. Confidential information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e. g. source code) and the Bank's data values stored in computers will be considered confidential information whether or not marked as such.

As the successful Consultancy firm will have access to Bank specific information / acquire business related knowledge which are sensitive, confidential etc., the Consultancy firm is required to sign confidentiality (Non - Disclosure) agreement not to disclose or part with any information relating to the Bank or its customers, vendors etc. to any person/s for any reason whatsoever. The successful Consultancy firm shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the Contract concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.

The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures/ plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced or upgraded) are cleared of all Bank data and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location.

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank (Annexure-N).



**7.20 Compliance with Statutory and Regulatory Provisions**

The selected Consultancy firm shall comply with all statutory and regulatory provisions while undertaking the services mentioned in this RFP.

**7.21 Publicity**

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

**7.22 Force Majeure**

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

- i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.
- ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. 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.
- iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder

**7.23 Resolution of Disputes**

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

All disputes, differences or question which may at any time arise between the parties hereto or arising out of this contract or the subject matter thereof shall be referred to the arbitrators: one arbitrator to be nominated by the Bank and other to be nominated by the Consultancy firm. Both the arbitrators shall nominate third arbitrator i.e. principal arbitrator. The decision of the said arbitrators shall be final and binding on the parties. The proceedings of arbitrations shall be governed by the provisions of Arbitration & Conciliation





Act-1996, the same shall be in English Language and the venue of arbitration shall be at Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal / other legal recourse.

**7.24 Indemnity**

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, intellectual Property Rights (IPR) etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The Indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and /or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

**7.25 Liability of the Selected Bidder**

- i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract.
- ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.
- iii Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- iv. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

**7.26 Compliance with Laws**

- i. 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 tender 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.

- ii. 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.

## **8.0 DISCLAIMER**

This document is meant for the specific use by an organization / person/s interested to participate in the current Bidding process. This document in its entirety is subject to Copyright Laws. Indian Bank expects the Consultancy firms or any person acting on behalf of the Consultancy firms to strictly adhere to the instructions given in the document and maintain confidentiality of information.

This RFP document is not an agreement and is not an offer or an invitation by Indian Bank to any party other than applicants who are qualified to submit the bids (Consultancy firms). It contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be required 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 its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

Neither the Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document. The Bank may in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information in this RFP.

### **8.1 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, presentations etc., and providing any additional information required by the Bank, will be borne entirely and exclusively by the recipient / respondents.

### **8.2 No Legal Relationship**

There is no legal relationship existing between the Bank and any of the respondents until execution of a valid contractual agreement to the satisfaction of the Bank.



**8.3 Recipient Obligation to Inform Itself**

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

**8.4 Errors and Omissions**

Each respondent should notify the Bank of any error, fault, omission or discrepancy found in this RFP document but not later than six days from the date of issue of this RFP.

**8.5 Acceptance of Terms**

The respondent will, by responding to this RFP, be deemed to have accepted the terms as stated in this RFP document.

**8.6 RFP Response Terms**

Lodgment of RFP response terms should be guided by the following paras:

**8.6.1. RFP Closing Date**

The response to this RFP document should be submitted to the Bank as per detail given in Para 3.3 of this RFP document on or before 03.00 pm on 30.05.2018. At any time prior to the closing time of submission of the bids, the Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Consultancy firm, may modify this RFP, by amendment. Notification of the amendments will be posted on the Bank's website. In order to allow the prospective Consultancy firms, reasonable time to take into account, the amendments, if any, in preparing the bids, the Bank at its discretion may reasonably extend the closing date & time of this RFP document.

**8.6.2 Submission to Bank**

The response to this RFP should be submitted to the Bank as per the detail given in Para 3.3 of this RFP document. The Bank reserves the right to reject the bids not conforming to the guidelines as specified in Para 3.3 of this RFP. Only paper copy of the Technical Bid completed in all respects, as per the guidelines provided in this RFP document be submitted to the Bank.

**8.6.3 Registering of RFP**

The Bank will register the responses received against this RFP document by making entries in a separate register kept for the purpose, upon receiving a RFP response. The response to this RFP must contain all documents, information and detail required by this RFP document. If the submission of this RFP does not include all the documents and information required or is incomplete or submission is through e-mail / fax; such response is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The respondent shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any part of their submission for the purpose of evaluation, to disclose the contents of the submission to other respondents, who have registered a submission and to disclose and / or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or patent of the respondent in the submission and / or accompanying documents.

Recipient / Respondents are required to direct all communications for any query / clarification related to this RFP to the official of the Bank, as specified in Para 5.3 of this RFP.



either in writing or through e-mail only. All such queries / clarifications received upto the date specified in this RFP will only be entertained by the Bank. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the recipient / respondents in the manner specified. Bank, in its sole and absolute discretion deems that the originator of a query / clarification will gain advantage by a response to a question, and then Bank reserves the right to communicate such responses to all respondents.

#### **8.6.4 No Commitment to Accept Lowest or any Offer / Bid:**

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender / bid. Bank reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer / bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

#### **8.7 Disqualification**

Any form of canvassing / lobbying / influence / query regarding status etc will be liable for disqualification.

The dates mentioned under 'Key Dates' at the beginning of this RFP are tentative dates and the respondent acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

Note: Consultancy firms can depute their authorized representative (only one) to attend the bid opening process. No separate intimation will be given in this regard to the Consultancy firms. The representative, so deputed will be required to carry an authorization for the same on the letter head of the bidding organization.

### **9.0 GENERAL CONDITIONS:**

#### **9.1 Intellectual Property Rights:**

- 9.1.1 Consultancy firm warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Consultancy firm warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever.
- 9.1.2 In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Consultancy firm shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to Consultancy firm for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard.





Notwithstanding the remedies contained herein, the Consultancy firm shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

- 9.1.3. The Consultancy firm acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed / referred to other clients, agents or distributors of the Consultancy firm.

In addition to the existing terms referred in Para 9.1 regarding Intellectual Property Rights (IPR) created during the course of the proposed project, Bank will be owning any IPR that is created, which may include all concepts, analysis, know-how, tools, frameworks, models and industry perspectives, or graphic or other representations of any of the foregoing used and / or developed during the course of the project.

#### **10.0 INDEMNITY:**

The Consultancy firm shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Consultancy firm;
- Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Consultancy firm.

Further, the Consultancy firm shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Health Insurance products offered by the Consultancy firm.

All indemnities shall survive notwithstanding expiry or termination of the contract and Consultancy firm shall continue to be liable under the indemnities.

An indemnity bond, as per Bank's format, has to be submitted by the successful Consultancy firm.

#### **10.1 INTEGRITY PACT**

Integrity Pact to be executed by the bidder in the Bank's prescribed format (Annexure S) and it should form part of the bid document.

#### **11.0 INSPECTION OF RECORDS**

Bank at its discretion may verify the records or appoint third party for verification of records and the Consultancy firm shall extend all cooperation in this regard. Reserve Bank of India and other regulatory authorities may also conduct inspection of the services provided by the respondent to the Bank.

#### **12.0 AMENDMENTS TO THE AGREEMENT**

Once contract agreement and Service Level agreement [SLA] are executed with the Consultancy firm, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.





**13.0 GENERAL CONTRACT AGREEMENT CONDITIONS**

- 13.1** No forbearance, indulgence, relaxation or inaction by any Party [Bank or Consultancy firm] at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- 13.2** No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- 13.3** All remedies of either Bank or Consultancy firm under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 13.4** If any provision of Agreement or the application thereof to any person or Party (Bank/ Consultancy firm] is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties [Bank and Consultancy firm] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 13.5** None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties [Bank and Consultancy firm] and neither Party [Bank nor Consultancy firm] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 13.6** Agreement shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and Consultancy firm] hereto, any rights or remedies herein.
- 13.7** Agreement shall be executed in English language in 1 (one) original, the Bank receiving the duly signed original and Consultancy firm receiving the duly attested photocopy.

**14.0 NEGLIGENCE**

In connection with the work or contravention of the provisions of General Terms, if the selected Consultancy firm neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected Consultancy firm calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Consultancy firm liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Consultancy firm.



**15.0 RESPONSIBILITY FOR COMPLETENESS**

15.1. The Consultancy firm shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

**16.0. RESPONSIBILITIES OF THE CONSULTANCY FIRM**

By submitting a signed bid / response to this RFP, the Consultancy firm certifies that:

- 16.1 The Consultancy firm has arrived at the prices in its bid without agreement with any other Consultancy firm of this RFP for the purpose of restricting competition.
- 16.2 The prices in the bid have not been disclosed and shall not be disclosed to any other Consultancy firm of this RFP.
- 16.3 No attempt by the Consultancy firm to induce any other Consultancy firm to submit or not to submit a bid for restricting competition has occurred.
- 16.4 Each Consultancy firm must indicate whether or not they have any actual or potential conflict of interest related to contracting services with INDIAN BANK.

In case such conflicts of interest do arise, the Consultancy firm must indicate the manner in which such conflicts can be resolved.

- 16.5 The Consultancy firm represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Consultancy firm shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Consultancy firm at no additional cost to the Bank. The Consultancy firm also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Consultancy firm of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Consultancy firm to fulfill all the terms and conditions of this RFP.

**17.0 CORRUPT AND FRAUDULENT PRACTICES**

- 17.1 As per Central Vigilance Commission (CVC) directives, it is required that Consultancy firms / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 17.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND



- 17.3** "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Consultancy firms (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Bank of the benefits of free and open competition,
- 17.4** The Bank reserves the right to reject a proposal for award if it determines that the Consultancy firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 17.5** The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**18.0 VICARIOUS LIABILITY**

The selected Consultancy firm shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected Consultancy firm and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected Consultancy firm, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Consultancy firm shall be paid by the selected Consultancy firm alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Consultancy firm's employees, agents, contractors, subcontractors etc. The selected Consultancy firm shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Consultancy firm's employees, agents, contractors, subcontractors, etc.

**(P.A. Krishnan)**  
**GENERAL MANAGER (Accounts / IED)**



**Annexure A : Offer Covering letter**

Date:

Offer Reference No.:

The General Manager (Accounts / IED)  
INDIAN BANK,  
O & M Division, Corporate Office,  
254-260, Avvai Shanmugam Salai, Royapettah,  
Chennai 600 014

Dear Sir,

Sub: RFP- Ref. No: RFP 001/CO: O&M/BPT/2018-19 dated 05.05.2018 (Appointment of Consultancy firm for assisting the Bank in Implementation of Business Process 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 commercial offer and made part of this bid.

If our offer is accepted, we undertake to provide service as a Consultancy firm for implementation of Business Process Transformation to be undertaken by the Bank for a period 18 months and at the instance of the Bank, extendable by a handholding period at the option of the Bank not exceeding 12 months.

We agree to abide by this offer till 180 days from the date of Commercial Offer opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiry of that period.

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 we have not made any changes in the offer documents, except for filling in appropriate columns.

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.

**Seal & Signature of the Consultancy firm**



### **Annexure B : Approach, Methodology and Work-plan**

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 time line. **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 four phases, covering a period of 18 months, extendable by a handholding period at the option of the Bank not exceeding 12 months. The phase details, associated time frame and payment terms are as follows:

#### **Phase I – Gap Analysis and Design (4 months)**

- The phase to be completed within Four months.
- Analyze the existing general processes covering the scope of RFP prevailing in the Bank and submit the redesigned processes proposed, along with performance matrix for evaluation of recommendations so made, to the Bank for consent every month.
- On receipt of each proposed processes (monthly) Bank shall review the same, convey its acceptance for implementation.
- The Consultant shall then collaborate with the respective teams in the Bank to ready the redesigned processes for pilot run.

#### **Phase II – Pilot Run (3 months)**

- The phase to be completed within three months.
- On a pilot basis, assist the Bank to implement the redesigned / re-engineered processes under general banking covering the scope of RFP in
  - a. 10% of the total Branches across the Bank as approved by the Bank, in consultation with the selected firm.
  - b. select Central Processing Centres like Retail Credit Processing Centres, Central Pension Processing Centre and Central Data Processing Centre (Number of units to be specified by the Consultant firms in Technical presentation) and
  - c. specified number of Administrative units including organizational structure at different centres (Number of units to be specified by the Consultant firms in Technical presentation).
- Evaluation of pilot-run findings and finalization of changes to be adopted along with their respective performance matrixes.

**Phase III – Roll Out across the Bank (9 months)**

- This phase is to be completed in nine months.
- Complete rollout of accepted recommendations under general banking covering the scope of RFP across the Bank is to be effected. The activities covering the scope of consultancy to be completed in a phased manner, as per the plan submitted in the Technical Bid and monthly progress report shall be submitted to the Bank for review.

**Phase IV – Documentation, Knowledge Transfer and Training (2 months)**

- This phase is to be completed in two months.
- Review and Preparation of Manuals and related documents for the recommendations implemented in Phase III.
- Imparting necessary training to the 'BPT Team' of the Bank for business continuity and effecting requisite seamless Knowledge Transfer.

On completion of the 18 months period, Bank may at its discretion continue the services of the Consultancy firm for a further period at the option of the Bank not exceeding 12 months.

The handholding shall mean review, advise and overseeing the implementation of the BPT activities by the Consultancy firm during its implementation at remaining branches, Central Processing Centers, Administrative and other units of the Bank by the BPT team of the Bank. The Consultancy should provide work plan to carry out the BPT activities during handholding activities. The handholding shall become complete only upon implementation of all activities of BPT in the branches / offices, Central Processing Centers, administrative offices, etc. and confirmed by the Bank.

**Annexure-C : Proposed Team Profile**

<b>Profile of Proposed Team Leader and other Team Members</b>	
Name	
Present Designation	
Qualifications	
Nationality	
Years In the firm	
Language proficiency	
Areas of expertise in BPT in PSBs / Large Private Sector Banks In India	
Project led with description	
Role in the proposed project	

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

Place:

Date:

**Seal and signature of the Consultancy firm**

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

**Annexure D : Staffing schedule for the duration of the project**

Sl. No	Particulars	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6
1.	Name of the key Team Leader with time allocation (in %age)						
2.	No. of staff deployed for full time on site						

Place :

Date:

**Seal and Signature of the Consultancy firm**



**Annexure E : PRICE BID (Technical Bid Format)**

(This format is to be furnished as part Technical Bid without any price information.  
**If price is disclosed, the bid is liable for rejection)**

To

The General Manager (Accounts / IED),  
 INDIAN BANK,  
 O & M Division,  
 Corporate Office,  
 254-260, Avvai Shanmugam Salai,  
 Royapettah,  
 Chennai 600 014

Dear Sir,

Subject: RFP- Ref No: RFP 001/CO:O&M/BPT/2018-19 dated 05.05.2018 (Appointment of Consultancy firm for assisting the Bank in implementation of Business Process Transformation).

We give below our consolidated rate with break up for the services to be rendered by us as per the scope of consultancy given in this RFP document.

<i>Sl.No</i>	<i>Item and time frame</i>	<i>Rate per unit</i>	<i>No. of Units</i>	<i>Amount in INR</i>
1.	Professional Fee (inclusive of all out of Pocket expenses, Taxes and Levies etc. except GST) for Part – I comprising of BPT <b>(C1)</b>	XXX	1	XXX
2.	<b>Optional Items :</b>			
	<b>a.</b> Professional Fee (inclusive of all out of Pocket expenses, Taxes and Levies etc. except GST) for 6 months <b>(C2)</b>	XXX (month)	6	XXX
	<b>b.</b> Professional Fee for only other consultancy not defined above for 90 working days for the team consisting of Senior, Middle and Junior Consultants <b>(C3)</b>	XXX (Days)	90	XXX
3.	<b>Total : C = (C1+C2+C3)</b>			XXX

We undertake to deliver all the deliverables as per the RFP document.

Place:

Date:

**Seal and signature of the Consultancy firm**

**Annexure F : Letter of Authorization to Bid**

To  
The General Manager (Accounts / IED),  
INDIAN BANK,  
Corporate Office, O & M Division,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai 600 014

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: Your RFP..... Dated .....

This has reference to your above RFP for providing Consultancy Services of ..... with ... years Contract Period, Mr/Mrs/Miss \_\_\_\_\_ is hereby authorised to submit the bid documents and to sign the contract on behalf of our organization for all the relevant services required by the bank as called for vide the bank's request for proposal vide above referred RFP on \_\_\_\_\_ on behalf of our organization. We confirm that the person so authorized above has digital signatures and confirm that all documents submitted in technical sealed bid and the prices quoted in commercial sealed bid by him shall be binding on us. He / She is also authorised to take decisions on behalf of the company till RFP process is completed.

**Certified photo copy of Power of Attorney (P/A) of the person authorising 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 above firm against this RFP.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

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

Note: 1. 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 Bidder in its bid.

2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Email Address & Contact No.	Digital Signature Number	Certifying Agency	Valid up to

**Annexure G : Bank Guarantee Format for Earnest Money Deposit**

To

The General Manager (Accounts / IED)  
INDIAN BANK,  
O & M Division, Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai 600 014

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted its RFP dated \_\_\_\_\_ (Date) for execution of (Name of Contract) \_\_\_\_\_ (hereinafter called the RFP) in favour of Indian Bank hereinafter called the "Employer";

KNOW ALL MEN by these present that we, \_\_\_\_\_ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at \_\_\_\_\_ amongst others a Branch at \_\_\_\_\_ (hereinafter called the Bank) are bound unto to the Employer for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
  - a) Fails or refuses to execute the Contract Form if required; or
  - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid;

We undertake to pay the Employer up to the above amount upon receipt of its first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein, our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

The Bank Guarantee is valid up to \_\_\_\_\_ and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of the Guarantee as found under clause (ii) plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**SIGNATURE OF THE BANK**

**Annexure H : Proposed List of Key Personnel**

<b><i>Sl.No.</i></b>	<b><i>Name</i></b>	<b><i>Age</i></b>	<b><i>Qualification</i></b>	<b><i>Experience in BPT - PSBs/ other institutions</i></b>
1				
2				
3				
4				
5				
6				

A list of key personnel to be deployed for the project to be furnished with details of Name, Age, Qualification and Experience.

1. For the Team Leader
2. For Two Senior Team Members

The Bank shall reserve the right to seek the change of resource personnel in case of need.



**Annexure I : Eligibility Criteria**

1.	Name of the Consultant (s) (Specify constitution – Partnership firm/Company etc.,	
2.	Address and contact details of the Firm / Company in India	
3.	Name of the Authorized person(s) / Partner (s) / Director (s) associated with the programme	
4.	Contact Telephone number (Landline and Mobile) and email ID of the authorized person	
5.	Date of Establishment / Incorporation in India and Overseas and date of commencement of business (if bidder is a company)	Refer Sl. No. 1 of Para No.3.1
6.	Total number of offices world wide	
7.	Number of years of consultancy experience	Refer Sl. No. 2 of Para No.3.1
8.	Revenue of Consultancy Business & Net worth of the company / firm. If the bidder is a Private Ltd. Company, certificate of Chartered Accountant is acceptable.	Refer Sl. No. 6 of Para No.3.1 and mention values.
9.	The Bidder should be a profit making company/ firm during at least 2 out of the immediate three consecutive financial years (2014-15, 2015-16, and 2016-17). If the bidder is a Private Ltd. Company, certificate of Chartered Accountant is acceptable.	Refer Sl. No. 6 of Para No.3.1 and mention values.
10	The Bidder should not have been black listed by any Govt. Financial Institutions/Banks / Government / Semi-Government departments / PSUs in India	A self declaration by the Bidder on the Company's letter head
11	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Indian Bank	A self declaration by the Bidder on Company's letter head
12	Number of Management Consulting Staff	
13.	Of Sl No 12 above, No of consultants who have experience of handling long term assignments (duration more than 9 months)	Refer Sl. No. 2 of Para No.3.1 and mention values.
14.	Number of Public Sector Banks / Large Private Sector Banks / Financial Institutions with whom long term assignments have been undertaken (duration more than 9 months)	Refer Sl. No. 2 of Para No.3.1 and mention values.
15.	Of Sl. No. 14 above, number of Public Sector long term Transformation assignments undertaken	

16	<i>Name of Organization for whom services rendered</i>	<i>Agreed Project Time frame</i>	<i>Type of consultancy offered</i>	<i>Team size</i>	<i>Project Start (Month &amp; Year)</i>	<i>Project Completion (Month &amp; Year)</i>

**Note:** Certificate for each completed program from the client to be enclosed with this annexure. Please refer Sl. No. 3 of Para No.3.1

Place:

Date:

**Seal and Signature of the Consultancy firm**

**Annexure J : (Letter To The Bank On The Company's / Firm's Letter Head)**

Date :

To

The General Manager (Accounts / IED)  
INDIAN BANK,  
O & M Division,  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah,  
Chennai 600 014

Dear Sir,

Sub: RFP Reference No.RFP 001/CO:O&amp;M/BPT/2018-19 dated 05.05.2018

(Appointment of Consultancy firm for assisting the Bank in Implementation of  
Business Process Transformation)

With reference to the above RFP, having examined and understood the Instructions, Terms and Conditions forming part of the RFP, we hereby enclose our offer for undertaking consultancy for advising the Bank as per the Scope detailed in your RFP.

We confirm that we have not been disqualified by any Bank / Financial Institution from undertaking any / or all of the above activities. We also confirm that the offer shall remain valid for six months from the date of the offer. We understand that Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without assigning any reasons, whatsoever.

Yours faithfully,

Authorized Signatory(ies)

Name, Designation and Seal of the Company / Firm

**Annexure K : (Price Schedule)**
**Appointment of Consultants for "Business Process Transformation"**

We give below our consolidated rate with break up for the services to be rendered by us as per the scope of consultancy given in this RFP document.

<b>Sl. No</b>	<b>Item and time frame</b>	<b>Rate per unit</b>	<b>No. of Units</b>	<b>Amount in INR</b>
1.	Professional Fee (inclusive of all out of Pocket expenses, Taxes and Levies etc. except GST) for Part – I comprising of BPT <b>(C1)</b>		1	
2.	<b>Optional Items :</b>			
	<b>a.</b> Professional Fee (inclusive of all out of Pocket expenses, Taxes and Levies etc. except GST) for 6 months <b>(C2)</b>	(Month)	6	
	<b>b.</b> Professional Fee for only other consultancy not defined above for 90 working days for the team consisting of Senior, Middle and Junior Consultants <b>(C3)</b>	(Day)	90	
3.	<b>Total: C = (C1+C2+C3)</b>			

We undertake to deliver all the deliverables as per the RFP document.

Place:

Date:

**Seal and signature of the Consultancy firm**

**NOTES:**

- The above quotes are exclusive of GST, which are payable additionally.*
- The quantity mentioned in the RFP is indicative and the Bank reserves the right to vary the quantity as per requirement.*
- H1 Bidder will be finalized based on Evaluation process as per Para 4.4.*
- The price quoted should be valid for total contract period from the date of acceptance of purchase order by the H1 Bidder.*



**Annexure L : Form of Self Affidavit / Declaration**  
***(To be Submitted on Company's / Firm'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 CONSULTANTS FOR "BUSINESS PROCESS TRANSFORMATION"** dated 05.05.2018

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 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.

Authorized Signatory (ies)

**Name, Designation and Seal of the Company / Firm**

**Annexure M : Performance Security Format**

The General Manager (Accounts / IED),  
Indian Bank,  
O & M Division,  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah,  
Chennai 600 014

WHEREAS ( ) has undertaken in pursuance of the Contract no. \_\_\_\_\_ dated \_\_\_\_\_ to, inter-alia, supply of \_\_\_\_\_ as per the Contract document (herein after called "The Contract"), dated \_\_\_\_\_ AND WHEREAS it has been stipulated by you in the said Contract that \_\_\_\_\_ shall furnish you with a Performance Security by a recognized Bank for the sum of Rs. \_\_\_\_\_ specified therein as security for compliance with the \_\_\_\_\_ performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give you the guarantee on behalf of \_\_\_\_\_ THEREFORE WE hereby affirm that we as guarantors and responsible to you, on behalf of \_\_\_\_\_, up to a total of Rs. \_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring \_\_\_\_\_ to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. \_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ (Date)

"All rights and obligations arising from this guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ and shall remain in force until \_\_\_\_\_. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Chennai on or before \_\_\_\_\_ (Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:  
Date:

**Annexure-N : Non-Disclosure Agreement**

THIS AGREEMENT (the "Agreement") is entered into on this day of \_\_\_\_\_ by and  
Between Indian Bank, a body corporate constituted and functioning under Banking  
Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office  
at Chennai and a Corporate Office at CHENNAI represented by \_\_\_\_\_ (hereinafter  
called Disclosing Party or the "Bank"), and \_\_\_\_\_ with and address  
at (the "Recipient" or the "Receiving Party" or the "Company").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (mention the purpose for which the information is required to be shared / allowed to be accessed). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Definition of Confidential Information**

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is confidential or 'proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- i. was known to the Company prior to receiving the Confidential Information from the Bank
- ii. becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- iii. is or becomes publicly available through no fault of the Company;
- iv. is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- v. is or has been independently developed by employees, Consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

## 2. Disclosure of Confidential Information

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.



### 3. Use of Confidential Information

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

### 4. Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

### 5. Term

This Agreement shall remain in effect for a period\* of ..... years (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

(\* duration of the Original Agreement plus 10 years)

### 6. Remedies

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business unity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**7. Return of Confidential Information**

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (I) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

**8. Notice of Breach**

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

**9. No Binding Agreement for Transaction**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

**10. Warranty**

Each party warrants that it has the right to make the disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential

Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

**11. Effective Date of the Agreement:**

This Agreement shall be effective upon its execution by both the parties.

**12. Miscellaneous.**

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

"Notwithstanding the foregoing, the Company may retain, subject to the terms of this Agreement and for professional archival purposes only, a copy of any proposal, presentation, progress review, report or other document furnished to the Principal by the Consultant, together with any working papers necessary to support its conclusions or recommendations."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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



**Annexure O : Turnover, Net worth and P&L Details**

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

(Amount in Rs.)

<i><b>FY</b></i>	<i><b>Turnover</b></i>	<i><b>Profit and Loss</b></i>	<i><b>Net worth</b></i>
2014-15			
2015-16			
2016-17			

**Annexure P : Experience Details**

*(Submit photo copies of POs as support documents for each item).*

**Details of solution provided to meet eligibility criteria**

<i><b>Sl.No.</b></i>	<i><b>P.O. No . and Date</b></i>	<i><b>Order Placed by the Organization</b></i>	<i><b>Quantity</b></i>	<i><b>Cumulative Total</b></i>

**Annexure Q : Format for Pre-Bid Queries**  
**(Clarifications/Amendments required on this RFP Terms and Conditions)**

(It is requested to submit their clarification/queries In word document in the following format)

<b><i>Sl.No</i></b>	<b><i>Para No and Page No.</i></b>	<b><i>RFP Term</i></b>	<b><i>Bidders Request for Clarifications and Amendments</i></b>	<b><i>Bank's Revised Amendments</i></b>
1				
2				
3				
4				

**Annexure R : Conformity with Hardcopy Letter**

To

The General Manager (Accounts / IED)  
Indian Bank,  
O & M Division,  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah,  
Chennai 600 014

Dear Sir,

Sub: **RFP 001/CO:O&M/BPT/2018-19 dated 05.05.2018**

Further to our proposal dated DD/MM/YYYY, in response to the Request for Proposal (hereinafter referred to as "**RFP**") issued by Indian Bank we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects. In case of any discrepancy/ dispute, the Original hardcopy submitted by the bidder will prevail.

Yours faithfully,

Authorized Signatory

Designation

Bidder's Corporate Name

**Annexure S : Integrity Pact**

(To be executed by the bidder on Rs.100/- stamp paper)

**INTEGRITY PACT**

**Between**

**Indian Bank hereinafter referred to as "The Bank"**

**and**

**..... Hereinafter referred to as "The Bidder/Contractor"**

**Preamble**

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

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Bank**

- (1) The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Bank will exclude from the process all known prejudiced persons.
- (2) If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitment of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



- (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- (e) The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

**Section 4 – Compensation for Damages**

- (1) If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
- (2) If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

**Section 5 – Previous Transgression**

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- (3) The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
- (4) The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
- (5) Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
- (6) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

**Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/ Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Sub-contractors/Sub-vendors.
- (2) The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
- (3) The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)**

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

**Section 8 – Independent External Monitor / Monitors**

- (1) The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to

treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.

- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor 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 is under contractual obligation to treat the information and documents of the Bidders)/ Contractors(s)/ Subcontractors(s) with confidentiality.
- (4) The Bank 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 Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

#### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

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

#### **Section 10 – Examination of Books of Accounts**

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

#### **Section 11 – Other provisions**

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e Chennai.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- (6) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

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

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(For & On behalf of the Bank)

(Office Seal)

Place -----

Date -----

-----  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) -----  
-----  
-----

Witness 1:

(Name & Address) -----  
-----  
-----

Witness 2:

(Name & Address) -----  
-----  
-----

Witness 2:

(Name & Address) -----  
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**ANNEXURE - T****GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with Bank shall apply for registration in the prescribed Application-Form available on [www.indianbank.in](http://www.indianbank.in)
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the principal confirming the Agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainership being paid by the principal to the agent before the placement of order by Bank.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (ie. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA, IF ANY:**

- 2.1 Tenderers of Foreign Nationality shall furnish the following details in their offer:
- 2.1.1. The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/representatives in India, may be paid by Bank in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.



2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by Bank in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In the either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same is liable to termination by Bank. Besides this there would be a penalty of banning business dealings with Bank or damage or payment of a named sum.

**3.0 DISCLOSURE BY INDIAN AGENTS OF PARTICULARS OF THEIR FOREIGN SUPPLIER / CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION.**

3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, (i.e.) manufacturer or agent of manufacturer holding the letter of authority.

3.1.2 Specific authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agents / representatives.

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**Note :**

The Names of the Independent External Monitors (IEM) appointed by our Bank:-

1. Shri Ashok Kumar, IPS (Retd)
2. Dr. K. Saleem Ali, IPS (Retd)

