



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS



Indian Overseas Bank

GEM TENDER

FOR

APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

GEM Tender Issuance Date	08th July 2024
Last Date of request for Queries/ Clarifications	15th July 2024 BY 11.00 AM
Date and time of Pre-Bid Meeting	15th July 2024 at 3.00 PM
Last Date for receipt of bids	1st August 2024 BY 4.00 PM
Date and time of opening technical bids	1st August 2024 BY 4.30 PM

**BALANCE SHEET MANAGEMENT DEPARTMENT (BSMD)
CENTRAL OFFICE
INDIAN OVERSEAS BANK
763, ANNA SALAI ANNEXURE BUILDING
CHENNAI 600002**



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IMPORTANT DATES AND INFORMATION ON GEM TENDER SUBMISSION

S NO	Particulars	Timeline
1	Issuance Date of GEM Tender	08 th July 2024
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	15 th July 2024 BY 11.00 AM Format for seeking clarification is given in Clause No 2.1 Queries to be sent to tcpc@iob.in
3	Pre-bid Meeting Date and Venue Details	Meeting will be conducted on 15 th July 2024 at 3.00 PM through virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at tcpc@iob.in on or before 15 th July 2024 BY 11.00 AM. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this GEM Tender document but not later than last date of receiving clarifications. Details of virtual pre-bid meeting would be communicated via e-mail to interested bidders separately. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: www.iob.in and GeM portal and informed vide mail to the bidders who have raised queries. MSE registered bidders are exempted from submitting the bid cost.
4	Last Date of Submission/ Closing Date in Online & Offline Mode (Last Date of Submission of GEM Tender Response)	1 st AUGUST 2024 BY 4.00 PM for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 10 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Indian Overseas Bank, Tax Compliance and Payment Cell (TCPC) Balance Sheet Management Department (BSMD). Central Office, 763, Anna Salai, Chennai – 600002.
5	Date and time of opening of Technical Bid	1 st AUGUST 2024 BY 4.30 PM



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6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed	Shall be intimated separately by the Bank through email.
7	Opening of Commercial Bids	The commercial bids of only those bidders will be opened who meet the eligibility criteria and qualify in technical evaluation. The date for commercial bid opening would be communicated via e-mail to the technically qualify Bidders.
8	Cost of GEM Tender	NIL
9	Online Bid Submission Details	This GeM Tender will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal. The documents listed below in Sl.No 10 only to be submitted in offline physical mode.
10	Documents to be submitted physically by Bidders (Offline Mode)	1. Bid Security (EMD) for Rs. 5,00,000/- (Rupees Five Lakhs only) to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Overseas Bank) in favour of "Indian Overseas Bank" payable at Chennai. BG should be valid for 180 days from the last date for submission of the Bid (in the format provided at annexure IV (or) Fund transfer to be made in the account as detailed S.No 5 of Clause 1.1 below. 2. Pre-Contract Integrity Pact
11	Name of contact officials	Mr P Balagangadhar Rao Chief Manager Indian Overseas Bank, Tax Compliance and Payment Cell (TCPC), Balance Sheet Management Division(BSMD),Central Office, 763, Anna Salai, Chennai – 600002. Phone: 044- 28519415/9549/ 044- 71729392

Other Important Information to Bidders -

1. The GEM tender document can be downloaded from www.iob.in or Government e- Market Place (GeM) portal and on request by mailing to acctsincometax@iob.in.



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2. Bank does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
3. Bank will follow two bid system. Technical Bid of the bid contains compliance details of the eligibility and terms & conditions set in the GEM tender document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in online mode only through Government e- Market Place (GeM) portal along with physical submission of certain documents at designated office as mentioned in Point No. 10 of - Important Dates and Information on GEM TENDER Submission. Further, Bidders must submit their commercial bid as per the format given in this GEM tender (as per Annexure VIII) along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.
4. A paper publication will be made for the information to the prospective bidders regarding this GEM tender. However, clarifications, modifications and date of extension, if any, will be published in the Bank's website and GeM portal only.
5. Bidders should enrol/ register themselves on Government e- Market Place (GeM) portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this GEM TENDER, any document sent by any other mode will not be accepted.
6. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
7. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this GEM tender document but not later than last date of receiving clarifications.
8. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.
9. The GEM tender document (alongwith addendums, if any) needs to be signed and stamped by the authorised signatory of Bidder and it must be submitted along with the Technical Bid as evidence of having read and understood the contents of GEM tender and its addendums (if any).
10. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.
11. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as well as Start-ups as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration for claiming MSE Benefits as per ANNEXURE – VIID.
12. Time wherever mentioned in this GeM tender is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids,



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- opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.
13. Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this GEM TENDER. Such change will be published on the Bank's Website and GeM Portal and it will become part and parcel of GEM tender.
 14. Bank reserves the right to reject any or all the bids/proposals received in response to this GEM tender document at any stage without assigning any reason whatsoever. The decision of Indian Overseas Bank shall be final, conclusive and binding on all the parties.
 15. The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.
 16. It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this GeM tender process and to provide all the services and deliverables under the GeM tender to the Bank.
 17. All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.
 18. The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
 19. The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank's website and/or GeM portal. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.
 20. Each Bidder may conduct its own independent investigation and analysis and is free to check the accuracy, reliability, and completeness of the information in this GEM TENDER. Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this GEM tender. The information contained in the GEM TENDER document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder may require. Bank does not undertake to provide any Bidder with access to any



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additional information or to update the information in the GEM TENDER document or to correct any inaccuracies therein, which may become apparent.

- 21.** This GEM TENDER is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the GEM TENDER process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

ABBREVIATIONS USED IN THE DOCUMENT

Abbreviation	Expansion
CA	Chartered Accountant
CVC	Central Vigilance commission
DD	Demand Draft
EMD	Ernest Money Deposit
GST	Goods and Services Tax
IOB	Indian Overseas Bank
IT	Information Technology
KYC	Know your Customer
NEFT	National Electronic Fund Transfer
OS	Operating System
RFP	Request for Proposal
RBI	Reserve Bank of India
SB	Successful Bidder
SLA	Service Level Agreement
SOP	Standard Operating Procedure
UAT	User Acceptance Testing
TAT	Turn Around Time
CBS	Core Banking Solution
TCPC	Tax Compliance and Payment Cell
OVD	Officially Valid documents
FAQ	Frequently Asked Question
BSMD	Balance Sheet Management Department
OS	Operating System
TDS	Tax Deduction at Source
TCO	Total Cost of Ownership
IEMs	Independent External Monitors
GOI	Government of India
RBI	Reserve Bank of India
CBIC	Central Board of Indirect Taxes & Customs
HSN	Harmonized System of Nomenclature
SAC	Services Accounting Codes
ETL	Extract, transform, and load

Following terms are used in the document interchangeably to mean:

Bank	Bank refers to "Indian Overseas Bank (IOB)" including its Branches, Regional offices, Central offices, Central Office Departments and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks).
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Bidder

The Bidder means an interested and eligible party submitting its proposal in response of this GeM tender.

INTRODUCTION

Indian Overseas bank (hereinafter referred to as "The Bank/"IOB") a Public Sector Bank , constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, invites tenders from Appointment of GST consultant to comply with GST and Service Tax Rules and regulations on day to day basis. The Period of appointment will be for three years from date indicated in SLA as start date to annual review of performance. Further, the appointment is extendable for 2 Years on mutual terms and conditions. However, the Bank reserves the right for reducing the period of appointment or terminating the contract after giving the due notice of 30 days.

THIS DOCUMENT CONSIST OF THREE PARTS.

- PART I - DETAILS PROJECT SPECIFIC TERMS AND CONDITIONS**
- PART II - DETAILS GENERAL TERMS AND CONDITONS**
- PART III - DETAILS SUBMISSION OF VARIOUS DOCUMENTS AS PER FORMATS PROVIDED AS ANNEXURES-BIDDER TO UPLOAD THE SIGNED ANNEXURES ALONG WITH THE BID.**

PART I - PROJECT SPECIFIC TERMS & CONDITIONS:

1.1 CONTACT DETAILS ON BIDDING PROCESS:

Sl. No	Description of Information / Requirement	Information / Requirement
1	Name of contact officials for submission of Integrity Pact(in ₹200 Stamp paper) , EMD-BG	Chief Manager/Manager-TCPC/BSMD Phone: 044- 28519415/9549
2	Address for Communication / Submission of Bids	The Assistant General Manager, Indian Overseas Bank, Tax Compliance and Payment Cell (TCPC) Balance Sheet Management Division(BSMD). Central Office, 763, Anna Salai, Chennai – 600002.
3	Contact e-mail ID	tcpc@iob.in
4	Meeting Venue	Tax Compliance and Payment Cell Indian Overseas Bank, Central Office Balance Sheet Management Department. Central Office, 763, Anna Salai, Chennai – 600002.



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5	EMD-NEFT Details. EMD in form of Bank Guarantee and NEFT/RTGS only shall be accepted.	A/C No: 010902000970485 IFSC: IOBA0000109 A/C Name: Indian Overseas Bank Cathedral Branch
6	Bid Security/Earnest Money Deposit	The Bidder shall submit a bid security/EMD of Rs. 5.00 lacs along with Bid documents in the form of NEFT/RTGS to account details mentioned in S.No 5 or Bank Guarantee from a Scheduled Commercial Bank in India in an acceptable form. The bid security/EMD shall remain valid for a period of 180 days beyond the final bid validity period. Micro and Small Enterprises (MSEs) are exempt from submission of EMD Money. However, they need to submit as declaration as specified in this GEM tender Document.
7	Performance Bank Guarantee	Successful Bidder shall submit Unconditional & Irrevocable Bank Guarantee of 5% of the total value of contract valid for the contract period (i.e., 3 years) from the date of issue of purchase order, with continuous period, with a claim period of 12 months.
8	Contact details	The Assistant General Manager, Tax Compliance and Payment Cell, Balance Sheet Management Department, Indian Overseas Bank, Central Office, 763 Anna Salai Chennai 600002

1.2 QUALIFICATION CRITERIA (QC):

Bidders who are participating in the tendering process should meet the eligibility criteria as given hereunder:

Sl.no	Criteria	Documents to be submitted along with Technical bid
1.	The bidder must be a registered Partnership Firm or Limited Liability Partnership (LLP) of Chartered Accountants registered in India or a Registered Company/Firm with 3 years standing as on 31.03.2024	The Certificate of Incorporation issued by the Registrar of Companies / registered Partnership deed/ Copy of Constitution to be submitted.



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	For MSE and start-ups, this condition is relaxed.	Certificate for Start-Up recognized by Department of Industrial Policy and Promotion (DIPP) and MSE's having valid Udyam Registration Certificate
2.	Firm should have – a) Minimum Three (3) No. of Full-Time Partners /Directors associated with the firm for a period of at least three (3) years b) Out of total Full-Time Partners /Directors, Minimum Two (2) No. of Fellow Chartered Accountant (FCA) Partners/Directors associated with the firm for a period of at least three (3) years. c) At least 1 Partner / Director / Qualified CAs should have passed DISA / CISA	ICAI constitution certificate and self-declaration
3.	The bidder must have average turnover of at least Rupees Three crore of last three financial years (F.Y. 2020-21, 2021-22 and 2022-23) and must have net worth of at least Rupees one crore as on 31.03.2023. This condition is relaxed For MSE/Start-ups,	Audited Financial statements for the financial years 2020-21 and 2021-22 and 2022-23. Certified letter from the Chartered Accountant certifying the turnover and net worth of the relevant years. The CA certificate in this regard should be without any riders or qualification. Annexure ID
4.	Bidder should have experience of handing end to end GST consultancy services in centralized environment for minimum two Scheduled Commercial Banks (other than RRB/Co-operative Bank) having pan India presence having at least 2000 branches, out of which one should be Public Sector Bank. The bidder should have executed contract(s) covering at least two years of period continuously as GST regular consultant of Scheduled Commercial Bank(s) for end-to-end solutions and consultancy as on 31.03.2024	Client Certificate/Appointment letter issued by client clearly indicating the period covered.



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5.	The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020	Bidder should specifically certify in Annexure VIII E in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
6.	The Bidder should not have been banned / declared ineligible for corrupt and fraudulent practices by any Regulatory body/Statutory Body and should not have any disciplinary proceedings, Debar, Suspended Civil and Criminal Proceedings pending against the applicant firm or any of the partners with ICAI/ RBI.	A self-declaration by the Bidder on company's letter head.
7.	The Bidder should not have been blacklisted by any Govt. Financial Institutions / Banks / Government/ Semi Government departments/PSU in India	A self-declaration by the Bidder on company letter head. Annexure II-C
8.	The Bidder's firm should not be owned or controlled by any present Director or employee of IOB	A self-declaration by the Bidder on company letter head.
9.	The Bidder should be Class-I/II local supplier. "Class-I/II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I/II local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision. The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. The "local content" requirement to categorize a supplier as "Class-II local supplier" is minimum 20%. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported	Bidder to submit the letter as per format provided in Annexure III along with the technical bid.



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	content in the item (including all customs duties) as a proportion of the total value, in percent.	
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NOTE:

- 1. Bidders shall upload the documentary proof for the criteria detailed above. It shall be the responsibility of the bidders to submit relevant proof of document along with the technical bid. Evaluation shall be done based on the documents submitted along with the technical bid. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.**
- 2. During evaluation and comparison of bids, the Bank may, at its discretion, may ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by e-mail by giving a deadline for submission of the clarification/shortfall. Bidder should respond by that specified date as advised by Bank, failing which their bid shall be rejected. No change in prices or substance of the bid shall be permitted. No post-bid clarification at the initiative of the bidder will be entertained. The shortfall information/documents will be sought only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then.**

1.3 SCOPE OF WORK:

Appointment of GST Consultants for providing end to end solutions and services for GST compliance and filing of GST returns for the period from 01.10.2024 to 30.09.2027. The detailed Scope of Assignment is given in **ANNEXURE I**. The scope mentioned in ANNEXURE I shall be required to be done by the successful bidder for Indian Overseas Bank (IOB) including any other amalgamated Bank (including their existing issues on the date of appointment). The service tax was subsumed into GST w.e.f 01.07.2017 and few cases of service tax are still pending at different level of tax authorities. The scope of the work comprises if End to End solution covering all GST related work besides all work in Service Tax related matters both existing and future. Details scope is as illustrated in ANNEXURE I.

1.4 CONTRACT PERIOD:

The contract will be valid for a period of three years starting from 01.10.2024 to 30.09.2027 and to be extended for a further period of two year at Bank's discretion on mutual consent. However, this shall not be construed as conferring any right on the successful Bidder to seek extension.

The period of appointment as mentioned above for three years is subject to annual review of performance by the Bank. Further, the appointment is extendable for 2 years on mutual



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terms and conditions. Further, the Bank reserves the right for reducing the period of appointment or terminating the contract after giving the due notice of 30 days.

1.5 BANK GUARANTEE:

1. Successful Bidder shall submit Unconditional & Irrevocable Bank Guarantee of 3% of the total value of contract valid for the contract period (i.e., 3 years) from the date of issue of purchase order, with continuous period, with a claim period of 12 months.
2. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the successful Bidder shall furnish a bank guarantee (for delivery implementation & operationalization) as per **Annexure IX**.
3. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Earnest Money Deposit. In such an event, the Bank will call for new bids.
4. The above-mentioned bank guarantees issued by any scheduled commercial bank other than Indian Overseas Bank is acceptable to us. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank or any other mode advised by the Bank. Along with Physical BG, Successful bidder should also advise the BG issuing Bank to generate SFMS message to IOB and details to be shared.

For the purpose of generating SFMS, account particulars are given hereunder:

A/C No: 010902000970485

IFSC: IOBA0000109

A/C Name: Indian Overseas Bank Cathedral Branch

5. Bank reserve its right to invoke the Bank Guarantees (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
 - a) Delay / non-delivery/ Delay in Implementation beyond stipulated schedule as per clause implementation schedule mentioned in bid (Annexure I).
 - b) Non-Performance or violation of the SLA/Contract terms and conditions.

1.6 BID VALIDITY:

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by



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the Bank as non-responsive. Bank may seek extension of bid validity period, if required. Any bid received by the Bank after the deadline for submission of bid shall not be accepted. Prices mentioned/quoted in the bid shall be expressed in the Indian Rupees only.

1.7 CHANGE ORDERS:

The Bank may at any time, by a written order given to the bidder make changes within the general scope of the Contract in any one or more of the following:

- a. The place of delivery; and / or
- b. The Items to be supplied/ Services to be provided by the Supplier;

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.

1.8 PAYMENT TERMS:

1. Payment term deliverables: The successful bidder shall submit the following documents to Bank before raising invoices:
 - Service Level Agreement
 - Non-Disclosure Agreement.
 - Phase specific deliverables/certificates
 - Signoffs from the business verticals.
 - Bank Guarantee
2. Payments shall be released after deducting applicable Taxes Charges. Payments are subjected to successful and satisfactory review of all deliverables and activities by the Bank.
3. The fees quoted shall state the fee and taxes applicable at the present rate (Taxes applicable will be paid as per rate prevailing at the time of actual payment). GST will have to be quoted separately in the invoice .
4. Payment will be made after deducting tax deductible at source as per applicable tax laws.
5. The Bank reserves the right to deduct penalty from the fees to be paid to the consultant in accordance with the penalty clause mentioned below:



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Reason	1st instance*	2nd instance	3rd instance
Delay in providing the opinions > (T+2)	Cautious Note	5%	10%
Delay in validating tax liability computations (T+1)	Cautious Note	5%	10%
Delay in Filing the Statutory Returns applicable for the Bank as per the GST act/any penalty imposed by statutory authorities for delay in providing reply to notices or submission of documents (online or through personal hearing)	Equivalent to the amount of penalty imposed on respective states.		
Failing to visit our office as and when required by the Bank.	Cautious Note	5%	10%
Absence of bidder's authorised representative in Bank's premises for more than three days in a month	Cautious Note	1%	5% for each additional instance
Delay in providing reply / appeal to legal notices/ Orders / enquiries/attending personal hearing etc: For GST / Service Tax > (T+7) or last date of reply as given in the Notice (w. e. e)	Cautious Note	5%	10%
Failure to provide guidance on IT and accounting system changes as per Statutory / Bank's requirements > (T+2)	Cautious Note	5%	10%
Delay in providing implications of tax law changes having effect on our Bank > (T+2)	Cautious Note	5%	10%

*Instance Cycle shall be on quarterly.

Further, the bidder assumes responsibility for and shall indemnify (subject to the upper limit equivalent to the 100% of total contract value) and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or



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other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract.

6. The payment schedule will be as follows:

Payment to the vendor will be made after submission of undisputed bill on quarterly basis, subject to billing as per the accepted terms of the work order and completion of the work and annual review of satisfactory performance as certified by the Bank's Authority. Payment will be made as per SLA. The payment schedule will be as follows –

Sl.No.	Particulars	Percentage of Payment Per Year
1	After successfully filing of all records in Q1 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost*
2	After successfully filing of all records in Q2 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost*
3	After successfully filing of all records in Q3 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost*
4	After successfully filing of all records in Q4 returns and required revised returns of previous period if any.	20% of the Yearly Project Cost*
5	After successfully filing of GST Annual Returns and required revised returns of previous period if any.	20% of the Yearly Project Cost*

*Yearly project Cost = (Total Cost of Ownership for the Contract period)/3 .

7. Successful Bidder / Vendor shall ensure that Non-Disclosure Agreement and Service Level Agreement have been signed and submitted to authorized official of the Bank before raising the invoices for payment.
8. Applicable taxes, if any, will be deducted from the amount payable.
9. The Bank shall have the right to withhold any payment due to the Successful Bidder / Vendor, in case of delays or defaults on the part of the Successful Bidder / Vendor. Such withholding of payment shall not amount to a default on the part of the Bank.

1.9 DELIVERY TERMS AND PENALTY TERMS:

1. DELIVERY TERMS:

1. On acceptance of Letter of Intent / Purchase Order, the Successful Bidder / Vendor should initiate to provide end-to-end comprehensive solution for Handling the centralized GST compliances of the Bank, which includes providing professional consultancy on compliance of GST norms for the Bank, handling of GST related Customers'/branches/ regional offices/ various central office



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departments' Complaints, assist in challan generation for remittance of all types of monthly and additional GST and TDS GST liability by capturing required data and provision of entry/recording of further information / gap in data by users at different Branches/offices/ Departments and at different levels and filing of GST returns viz. GSTR7, GSTR 1, GSTR 6, GSTR 3B, annual GST returns any other return/statement prescribed or to be prescribed by any regulatory/statutory authorities.

2. The bidder should facilitate to generate challan for the payment of GST and TDS GST amount as prescribed in the GST portal. GST and TDS GST remittance and returns should be strictly within statutory timelines.
3. The bidder should undertake reconciliation of Input tax credit receivable as per GSTR 3B and GSTR 2A
4. The bidder should ensure timely submission of replies with supporting data to notices issued by state/central GST department, filing of appeals against assessment orders and assist in audit conducted by various statutory authorities.

2. PENALTY/LIQUIDATED DAMAGES:

If the Successful Bidder Vendor fails to supply the items / Services to be provided within the specified time for delivery, Bidder / Vendor shall be liable to pay the Bank Liquidated Damages at the rates specified below:

1. If successful bidder fails to complete the assignment within stipulated time schedule specified in the Scope of the Project, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the total contract value, as liquidated damages, a sum equivalent to ₹5000 for each week & part thereof of delay until completion of project/phase specific deliverables or until the cancellation of contract subject to maximum of 10% of total contract value. The Bank has right to cancel the contract in case services not effected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the Contract price or any other amount, which is due to consultant from this contract, or any other contract.
2. Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.
3. In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.
4. For delay in GST compliances, delay in submission of reply to notices/ audit query/ appeal filing or attending personal hearing called for by GST department or other statutory authorities and consequently, if any interest and or penalty is demanded by the GST Department on the Bank on account of such delay, then the



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demanded amount shall be recovered 100% from the vendor from the outstanding dues payment.

5. The bank expects that the successful Vendor to adhere to the following minimum Service levels:
 - a. Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.
 - b. The vendor should have 24X7 monitoring, escalation and resolution infrastructure.
 - c. Time bound problem addressing team (onsite/offsite) for the complete contract period.
 - d. Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities'/tax authorities towards compliance at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.
6. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Chennai in favour of Indian Overseas Bank for the same within 15 days from the notice period from the Bank.
7. In case any onsite personnel is not available continuously for more than 4 hours a day then the Bidder should immediately provide the Bank with an equivalent standby helpdesk support person.
8. The total cumulative penalty/liquidated damages levied under this contract shall not be more than 10% of the contract value.
9. Bank reserves the right to invoke the Bank guarantee submitted in lieu of Delivery/ Performance in the event applicable Liquidated Damages reach their maximum value. In such an event, bank reserves the right to blacklist the company as well. The Bidder / Vendor agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to Bank's right to recover the same.
10. The liquidated damages shall be deducted/recovered by the bank from any money due or becoming due to the Bidder / Vendor under this contract and may also be recovered by encashment of Bank Guarantee or otherwise from the Bidder / Vendor.
11. If at any time during performance of the Contract, Bidder / Vendor should encounter conditions impeding timely delivery of the Goods and performance of services, the Bidder / Vendor shall promptly notify the Bank in writing of the fact



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of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder / Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder / Vendor's time for performance.

1.10 ELIGIBILITY BID:

Eligibility criteria for the Vendor to qualify this stage is clearly mentioned in **clause 1.2** of this document. The vendor would need to submit the supporting documents as part of the eligibility proof in the technical bid.

1.11 EVALUATION PROCESS:

The bid evaluation will be a three-stage process. The stages are:

1. Eligibility Criteria Evaluation:

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in clause 1.2 of this document. The vendor would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant annexures. Bidders are also required to submit all the Annexures duly signed.

2. Technical Bid Evaluation:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be prepared for opening the indicative commercial bids submitted in the GeM-tendering website:

- a) Compliance of terms and conditions stipulated in Clause 1.2 of the tender duly supported by documentary evidence called for therein.
- b) Submission of duly signed Annexures (Pre-Contract annexures).
- c) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

Verification of credentials submitted by the bidder & its outcome if any.

All bids shall be evaluated by a Technical Evaluation Committee constituted/ to be constituted for this purpose by the Bank. Based on the details submitted by the Bidder in the technical bid and the presentation made by them before the Evaluation committee of the Bank, technical evaluation of the eligible bidder will be carried out as per the Evaluation Matrix.

Post the presentation, bidders scoring a minimum of 70% marks in the technical bid will qualify for commercial evaluation. Commercial bids of only those bidders shall



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be opened who qualify in the technical evaluation. Commercial bids of the other bidders who do not technically qualified shall not be opened.

3. Commercial evaluation

The Indicative commercial bid of only those bidders, who have been technically qualified on the basis of the technical proposal, shall be opened. The commercial offer should consist of comprehensive cost for required service.

4. Determination of Successful bidder:

Through Quality and Cost Based Selection (QCBS) Evaluation Methodology on GEM portal. Please refer Annexure VIII A.

Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

1.12 PREFERENCE FOR MAKE IN INDIA ORDER 2017 (PPP-MII ORDER)

1. In the tendering process, Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued by GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Letter No. P-45021/2/2017(BE-II) dated May 29, 2019, revised on 04-06-2020, further revised on 16-09-2020.
2. Salient features of the order are given below:
 - a. 'Class-I Local supplier' means a supplier or service provider, whose products or service offered for procurement, has local content equal to or more than 50%, as defined in the above-mentioned order.
 - b. 'Class-II Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50%, as defined in this order.
 - c. 'Non-Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20%, as defined in this order.
 - d. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.



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Certificate of local Content: Bidder should provide a Certificate (self certified) giving the percentage of local content, on their letter head with Registration Number with seal as per Annexure VI.

1.13 EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall submit the EMD of Rs. 5,00,000/- (Rupees Five lac only) by way of NEFT/RTGS or eBG/BG
2. EMD may be forfeited:
 - a. If Bidder withdraws Bid during the period of Bid Validity; or
 - b. If the successful Bidder fails to sign contract within the stipulated time period; or
 - c. If the successful Bidder fails to furnish Performance Bank Guarantee valid up to 30.09.2028 on signing of contract or
 - d. If the successful Bidder fails to deliver the relevant services within the stipulated period; or
 - e. If the successful Bidder fails to comply any of the terms of GEM TENDER or Contract.
3. The EMD of the unsuccessful Bidders will be returned as early as possible, after completion of process of selection of the Consultant. The EMD of the selected Consultant shall be refunded only after successful completion of contract/assignment.
4. No interest is payable on the amount of EMD.



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PART II - GENERAL TERMS & CONDITIONS:

2.1. BIDDER'S INQUIRIES ON GEM TENDER & BANK'S RESPONSE:

All enquiries from the bidders, related to this tender must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in clause 1.1 of the tender document. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Sl.No	Page No.	Clause No.	Description	Clarification	Banks Response

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its tender clauses, if any, and the same will be posted in the Bank's website/GeM/Email and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

2.2. BIDDER'S RESPONSIBILITY VIS-A-VIS THIRD PARTY PRODUCTS /EQUIPMENTS/ SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software. The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contract or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, Bank shall invoke the Bank Guarantee for performance.

2.3. LIABILITIES OF THE BANK:

This tender is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.



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2.4. FURNISHING OF INFORMATION

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. It shall be the duty of the bidder to upload the bid documents along with necessary documentary evidence on the e-tendering portal and Bank won't be accepting any additional documents during the evaluation process.

2.5. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

2.6. AMENDMENTS TO GEM TENDER TERMS AND CONDITIONS

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the GEM TENDER at any time prior to the deadline for opening of the technical bids.

2.7. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in the GEM TENDER should be executed by the Successful bidder.

2.8. CONTACTING THE BANK

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

2.9. FORMATION OF CONTRACT & EXECUTION OF AGREEMENT.

Acceptance of the Purchase Order / letter of intent constitute a valid contract. Successful bidder shall enter into a formal agreement with the Bank detailing terms and conditions set out in this GEM TENDER and in Purchase order / Letter of Intent as per the format provided in Annexure XI. However, until an SLA is signed by both the parties, contract so



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constituted as detailed in this clause shall be construed as Service Level Agreement and shall be applicable.

2.10. ASSIGNMENT & SUBCONTRACTING

The Successful Bidder/s shall not assign or subcontract, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

2.11. TERMINATION CLAUSE

A. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part pursuant to clause related to project timelines, the Bank may procure, upon such terms and in such manner, as it deems appropriate, goods and related services, similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar Hardware and related services subject to the maximum cap of 10% of the undelivered portion. However, the vendor shall continue performance of the Contract to the extent not terminated.

B. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.



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C. TERMINATION FOR CONVENIENCE

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Successful bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Successful bidder shall not be entitled to terminate the contract.

D. TERMINATION FOR OTHER ACTIONS

The bank has the right to terminate the agreement with immediate effect if the Bidder is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Bidder or its agents or its employees.

The payment for the work executed till the date of termination shall be made as per payment terms.

E. TERMINATION FOR VIOLATION OF INTEGRITY PACT

The bank has the right to terminate the agreement with immediate effect if Integrity Pact is violated by the bidder during the currency of the contract.

2.12. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.11 the Bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

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

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the successful bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes



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of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, pandemic and epidemics.

2.13. COPY RIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.14. LIMITATION OF LIABILITY:

The liability of bidder under the scope of this GEM TENDER (including all indemnities) is limited to the value of the relevant order.

2.15. COMPLIANCE TO LABOUR ACT

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act.

2.16. OTHER TERMS AND CONDITIONS

- a. The Bank shall have the right to withhold any payment due to the successful bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- b. Successful bidder shall hold 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 technical resources, employees, agents, contractors, subcontractors etc. However, the Successful bidder (SB) would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- c. Successful bidder shall be responsible for managing the activities of its personnel and will be accountable for both. Successful bidder shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.



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- d. Successful bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this GEM tender.
- e. The indemnification is only a remedy for the Bank. The successful 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.
- f. Successful bidder shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. Successful bidder shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this GEM tender to work in the specified area and they should not move around at other places of premises without any specific reason.
- g. Successful bidder or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h. Successful bidder and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- i. Successful bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- j. It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment on the Bank.



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- k. No extra claim shall be entertained on account of all the redo of work on account of Successful bidder's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the Successful bidder.
- l. Successful bidder shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- m. Successful bidder shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- n. Successful bidder should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, infringement, trademark or industrial design rights etc., if any.
- o. The Bank ascertains and concludes that everything as mentioned in the GEM TENDER document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

2.17. RESOLUTION OF DISPUTES

The Bank and the successful bidder/bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof.

In case of any disagreement or dispute between the Bank and the successful bidder which remains unresolved after discussions, the dispute will be resolved in a manner as outlined hereunder.

- 1. In the event of any dispute between the bank and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they shall try to settle dispute through mediation before the panel of IEMs in a time bound manner. The fees/expenses for dispute resolution shall be equally shared by both Bank and successful bidder.

In case the dispute remains unresolved even after mediation by the panel of Independent External Monitors, such differences and disputes shall be referred, at the option of either



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party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. **In case of Arbitration the same shall be done in accordance with the Rules of Arbitration of the “SCOPE” and the award made in pursuance thereof shall be final and binding on the parties.** Courts of Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

2.18. RIGHT TO AUDIT

1. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of Services provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
2. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
3. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of



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the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).

2.19. CORRUPT AND FRAUDULENT PRACTICES:

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "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

- c) "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 Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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.

2.20. SOLICITATION OF EMPLOYEES

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two years thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project



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contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
- II. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

2.21. EXIT CLAUSE

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.
2. Delay in delivery of services beyond the specified period.
3. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.
4. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

2.22. NAME AND CONTACT DETAILS OF IEM FOR THE ADOPTION OF INTEGRITY PACT IN PUBLIC SECTOR BANK:

As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit Annexure V on a stamp paper duly signed by their authorized signatory along with the technical bid. Indian Overseas Bank have appointed the IEM for this purpose whose details are hereunder:

Name	Address	Email ID
Shri Kashinath Behera IAS (Retd)	AC-39, Khwaabgaah Co-operative Housing Society Ltd, Flat No.2A, StreetNos.40&48, Action Area -1 A, New Town, Rajarhat, Kolkata – 700156	beherakn54@yahoo.co.in

2.23 AMALGAMATION

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this GEM TENDER shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this GEM TENDER. In such case, decision of the new entity will be binding on the successful bidder.



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PART – III-ANNEXURES

PRE-CONTRACT ANNEXURES

(Bidders should upload the signed annexures along with the technical bid)

ANNEXURE I -SCOPE OF WORK

The GST consultant agrees and undertakes to provide the following services in connection with periodic compliances, Advisory and legal services relating to GST for Bank as a whole. The scope of work of this GeM tender envisages an end-to-end comprehensive solution for handling the centralized GST compliances of the Bank, which includes providing professional consultancy on compliance of GST for the bank, handling of GST related customer's/branches/ regional offices/ various central office departments complaints, remittance of all types of monthly GST and TDS GST liability and return filing by capturing required data and provision of entry/recording of further information / gap in data by users at different branches/offices/ departments and at different levels and any other return/statement prescribed or to be prescribed by any other regulatory/statutory authorities. The scope of work shall be to provide facilities like GST data validation, GST output and input balance reconciliation, integration/migration of GST portal / GSTIN with core banking system of the bank etc. It shall include, but not be limited to the following:

Detailed Scope of Work

A) Basic Requirements

1. Comply with registration requirements under GST Law & Guidelines and assist in obtaining/ surrendering registration, wherever required.
2. Calculation, review and on-site validation of monthly liabilities viz GST, GST-TDS, State levied special Cess and Input Tax Credit claim of the Bank, including any new Cess or liability imposed by change in law;
3. Advising the records / reports to be maintained by the Bank for GST compliance and assist in preparation and maintenance of all books of accounts as required under GST laws for GST compliance and providing their reconciliation with returns on monthly as well as consolidated for the full year basis.
4. Providing GST compliance summary for review before return filing with necessary validations/ reconciliation.
5. Maintaining and providing GSTIN wise transactional level and summary level purchase register reconciling with filed GST returns.



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6. Providing monthly summary for ITC to be availed in relevant GST return along with transactions and GSTR2A/2B reconciliation with Books through software and cash payment to be made.
7. Downloading the past years GST returns filed, past years GSTR 2A/2B or any return/ statement related to GST including their consolidation.
8. Providing reconciliation between transactions on which GST has been paid under Reverse Charge filed in GST returns with transactions reported in GSTIN wise P&L Accounts in Bank`s books.
9. Providing monthly and annual reconciliation after every return of following:
 - a. Outward liability as per GST return with GL balance of Bank`s books
 - b. ITC & RCM GL balance of Bank`s books with Purchase Register as per GST return
 - c. GST Paid and GST Payable/ Collected GLs
 - d. GSTR 1 & 3B
 - e. GSTR 1, 3B & 9
 - f. GSTR 3B & 2A
 - g. Income as per Bank`s trial balance with income report generated for centralized filing of GST returns
 - h. Purchase register/ Input Tax credit register.
 - i. Reconciliation with bank GL for any new return introduced by GST
10. Providing validation and correction of GSTIN of customers & vendors fed in the system including the existing GSTIN(s).
11. Providing Harmonized System of Nomenclature (**HSN**) codes mapped with GST rates including their validation and correction and their regular updation including the existing HSN(s) which are already fed in the system.
12. Review of accounting procedure at transaction level for ensuring GST compliance immediately on starting of assignment and then on Quarterly Basis and submit report. Further, report for the same is required to be submitted within three months from the commencement of the work under this RFP and thereafter on quarterly basis.
13. Preparation of GSTIN wise P&L Accounts and Balance sheets.
14. Identifying category of all GLs into taxable, non-taxable or GLs in which tax is to be remitted on RCM basis.
15. Providing master database like rate code master, HSN master etc. which will be updated, by the bidder at no additional cost during entire contract period. Extensive HSN / SAC (Services Accounting Codes) mapping for both outward and inward supply is to be provided from the bidder.
16. Preparation of all reconciliation statements and any other statements/ report after every return and conducting self-audit including resolving all discrepancies in timely manner.



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17. Reconciliation of Bank's GST ledgers with balances in Cash and Credit ledger of GST portal and advising on automation of reconciliation process after every return.
18. Preparation, review and validation of any new return which may be prescribed in future;
19. Advising on determination of Point of Taxation, Place of Provision of Service or any other Rules with respect to Service Tax and GST;
20. Advising the Bank to ensure compliance in various matters including but not limited to Reverse Charge, Input Service Distribution, Expenses & Income Distribution, self-invoicing, intra-bank transactions, matching of input tax credits, etc.;
21. Notify the Bank about any change/ updation/ amendments in the GST Act and Rules prescribed through Circulars / Notification or any other guidelines issued by Govt of India or its agencies and also advise their implications on the Bank including guidance on implementation including IT System and its accounting on regular basis and on suo-moto basis.

22. Preparation, in all aspects, of GSTR 9 & 9C (or any new form notified for Annual compliance) whatsoever for the period starting from FY 2024-2025 till FY 2026-27 irrespective of the fact that the due dates are falling after September 2027 including reconciliation of revenue/expenses as per books and submitting the monthly compliance report as advised by the bank.
23. A monthly Compliance report (hard copy duly signed) would be submitted to the management within the specific deadline i.e. for GSTR1 latest by 09th of the month and for GSTR3B latest by 16th of the month and update Bank on recent changes and its impact on the GST workings. Your monthly compliance report shall be certified by authorized signatory and clearly indicate the State-wise reconciliation and accuracy of filing in bank prescribed format.

24. Depute one qualified Chartered Accountant (CA) official and two other officials to Tax Compliance and Payment Cell (TCPC)/Balance Sheet Management Department (BSMD) on permanent basis at the Central Office, Chennai. These officials will have to follow the working hours / working days of the Bank and will have to make their own travelling arrangements. The CA official must have experience of atleast one year in GST related matters and the two other officials must be having experience in GST and must be proficient in excel. The above mentioned strength of staff is minimum and the successful bidder has to provide additional adequate staff, in case of urgency/requirement of any work without any additional cost. The successful bidder has to ensure that in case of leave/absence of the requisite staff at the Bank, the suitable alternate arrangement be made available to the Bank so that the work of the Bank is completed smoothly within the stipulated timelines.



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25. Required team members to be present during the quarterly Statutory Review Audit, Tax audit and Annual Audit to address the queries raised by the Statutory Auditors and also during GST Audit by the GST Department as and when required.
26. Preparation of GSTIN wise P&L accounts and Balance sheets and any other GST related data required for quarterly Review Audit, Tax audit and Annual Statutory Audit of the Bank and GST Audit by the GST Department.
27. Proper classification and calculation of exempted and taxable income and accurate reporting of the same during monthly and annual return filing.
28. Identifying category of all GLs into taxable, non taxable or GLs in which tax is to be remitted on RCM basis.
29. Advising on various GST returns to be fed along with structure/fields and ensuring that the required returns are properly extracted from system and also duly reconciled with Bank's financial statements periodically
30. Providing various report such as :-
 - Income reports on different parameters such as state-wise, GL-wise, GSTN wise etc.
 - Total payments made to registered vendors with further bifurcation into eligible ITC and ineligible ITC (blocked credits).
 - Total payments made to unregistered vendors with further bifurcation into RCM liability and other than RCM liability.
 - RCM liability should be further segregated into eligible and ineligible ITC.
 - Monthly and annual Input Tax Credit Register matching with all relevant returns, presently GSTR 3B, GSTR 9/9C.
 - Separate report for TDS under GST liability.
 - Availability of software/ dashboard/ utility for litigation management for all types of Notices/ Audit/ Inquiry/ Orders/ Appeals of GST and Service tax, GST Returns etc.
 - Providing data related to GST as per the format under Tax Audit as per Income Tax Act, 1961

B) General Compliance

1. Reviewing the transactions that attract CGST / IGST / SGST even without consideration such as inter-branch transactions, Centralised function of the Bank at HO, Regional Offices, Clearing Houses etc.



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2. Analyze & review the applicability of anti-profiteering measures proposed in the Bank. Further, advise and provide the required system to the top management for compliance under anti-profiteering measures proposed under CGST/ IGST/ SGST.
3. Regular review of the business processes to reduce GST compliance cost including but not limited to inadmissible Input Credit and suggesting suitable changes to minimize such compliance cost.
4. Provide verbal and written opinions/ comments/ clarifications on all GST related matters raised by the Branches/Offices. Guidance, vetting and drafting of various circulars and other notifications to be issued by the Bank for the information of the branches/Departments/Other offices in respect of GST/ IGST/ SGST/ UGST and related matters and also suggest suitable circulars to be issued.
5. Perform proper and full GAP analysis on a monthly basis.
6. Monthly review of any new income and expenditure streams of the Bank for advising on applicability of GST liability (e.g. eligibility for export benefit, etc.) and availability of Input Tax Credit benefit to the Bank.
7. Provide opinion on valuation and taxability of import and export of services.
8. Advising budget implications on various products of the Bank including changes in Information Technology (IT) softwares, liability calculation and Input tax credit claims by Ministry of Finance and any other regulatory authorities, e.g. RBI, etc.
9. Provide opinion / comments / clarifications to Bank on valuation and taxability of various income streams, new products (interest, service charges, fees and commission, etc.) of the Bank.
10. Advise on Vendor management process to ensure things at the Branch level in a user friendly method so that the Bank gets due Input Tax Credit benefits.
11. Provide any other advice to the Bank on any GST related issues to optimize the Input Tax Credit benefit and ensuring tax compliance.
12. Provide write ups on matters to be posted to Ministries, various other authorities through IBA, including matters to be posted to IBA only.
13. Advise on the maintenance of statutory registers/ records and details to be maintained under GST law, legal formalities w.r.t. registrations, amendment thereof, application for refunds on GSTN etc. The records to be maintained at each state's Registered place of Business.
14. Any other MIS reports as and when required should be made available.
15. Review meeting with partner/director or equivalent level at least on monthly basis for discussion and improving the efficiency of work and compliance of GST laws.
16. Creation of training material, presentation for the use of Bank's staff as and when required.
17. Assisting the Bank in obtaining any Advance Ruling(s) from any authority.
18. Ensure correct ascertainment and payment of tax liabilities.

C) Techno Functional



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1. To work in tandem with Information Technology (IT) developers of Bank, inter-alia, to examine the GST functionalities available in existing / future software platforms / applications of the Bank and to provide guidance / assistance to Information Technology team of the Bank for necessary developments / changes in these platforms for proper compliance of GST provisions.
2. Review the alignment of diversified Income Booking activity and corresponding GST payable accounting in the Bank's CBS in a uniform manner and suggest suitable solutions for any deviations and implement the solution in CBS.
3. Review the platform developed for centralised collation of data from all the existing / future applications / software, engaged in preparation of GST returns which are filed from central location for all the registrations.
4. Put in place necessary checks to ensure integrity and completeness of data being received at the centralised platform.
5. To assist in preparations of Business requirements for onward submission to IT team and assist in User Acceptance Testing (UAT) or end user testing and also review the UAT or end user testing, if any, done by the bank to enable to comment on the degree and extent of integration into the GST Network (GSTN) i.e. the Registration, Payment, Returns and Refunds processes instituted by the government for the GST administration or any CBS Menu developed for GST compliance purpose.
6. Review the existing Systems for full compliance with CGST/ IGST/ SGST/UGST laws/ rules/ notifications and suggest changes for overall improvement in regulatory compliance including Information Technology system changes.
7. GST returns processing solution provided by the bidder should interface with ETL system of the bank for centralized collation of data.
8. IT infrastructure shall be provided and hosted by Bank and shall be maintained in Bank's environment.
9. On assignment of project, the successful bidder will coordinate with existing vendor for data migration from existing vendor's system to bidder's system without any additional cost to the bank. The bidder should do the data migration audit and support in rectification/closing of audit observations.

D) Input Tax Credit Compliance

1. Providing a solution for auto / manual reconciliation (including Monthly and annual) between Purchase Register as per Bank's books and their GSTR 2A/2B/6A using software to arrive at matched, mismatched and partially matched Invoices for claiming Input Tax Credit in GST return, with reasons for each exception, including for past years, as per GST laws.
2. GSTR-2A/2B data being dynamic in nature, the solution with capability to fetch / extract the incremental data during auto download process on daily basis and make the same available for matching.
3. Analysis of Bank's Purchase register whether GST is correctly booked or not under



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Forward/ Reverse charge including rate, HSN etc as per GST laws.

4. Analysis of Bank's Purchase register for identification where eligible ITC was not claimed or ITC was wrongly claimed, as per GST Laws.
 5. Identify transactions from Bank's Purchase register where branches/ other offices have committed mistakes in the discharge of Reverse Charge liability as per GST laws, if any, due to any reason.
 6. Identify transactions whose RCM flag as Y from GSTR 2A/ 6A or any other report and compare with Bank's Purchase Register that whether RCM has been properly discharged or not.
 7. Conclusion by way of a Report on the basis of the Reconciliation between GSTR2A/2B/6A and GSTR3B and study/ analysis of Bank's Purchase register on monthly basis.
 8. The solution should be able to generate for purchase register matching with GST returns, State-wise ledger view and tax credit utilization. The solution should be able to generate state wise input credit ledger and other ledgers as required under GST law.
 9. Emailing/calling to vendors/non-filer vendors/branches for mismatches or partially matched cases, failures/mistakes in either ITC claim and/or Reverse Charge Mechanism and Follow up for corrective action
 10. Providing incremental data filed by vendors drawn from GSTR 2A/2B or any other report on daily basis.
 11. Claiming Input Tax credit in GST returns as per GST Laws and as per providing purchase register on monthly/ annual basis tallying with returns.
 12. Review of the expense heads in Trial Balances (both Existing/Newly opened) on a monthly as well as annual basis to do the classification of the total ITC booked as per GST Audit and tax audit requirements as follows: -
 - Expenditure in respect of entities registered under GST.
 - Relating to goods or services exempt from GST.
 - Relating to entities falling under composition scheme.
 - Relating to other registered entities.
 - Relating to Blocked credit services
 - Expenditure relating to entities not registered under GST.
- The above working should be in line with Clause 44 of 3CD of Income Tax Audit report.
13. To guide the officials of the Bank on capturing, accounting and maintenance of ITC records/Bills/Invoices etc. for optimum availment and utilization of ITC and also advice various tax planning techniques which may be substantiated with proper reasoning and backup data. Opinions in email may be provided wherever desired.
 14. All bills/Tax invoices (online or physical) and related documents of Head office shall be verified by the Consultant on materiality basis i.e. all bills > Rs.1 Lakh shall be fully checked, bills less than Rs. 1 Lakh shall be checked on sampling basis with assumptions duly recorded in their report.



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15. Consultant will assist the Bank in identifying the expenses where cross charging of expenses between branches may be involved & provide guidance on the basis for such cross charge and the accounting entries to be passed in this regard.
16. Provide opinion to the Bank on valuation and availment of Input credit (under Service Tax and GST) on various input services / Inputs availed by the Bank;

E) Audit/Assessment/Appeal Proceedings: Under GST Laws Pertaining to Central, State and Union Territory

1. Drafting and replying to various letters, enquiries and demand cum show-cause notices received by the Bank in relation to GST related matters including ITC, provide draft reply along with annexures at least 3 working days before the due date.
2. Review of GST orders received by the bank and guidance on further steps to be taken.
3. Draft and file appeals in all tax related cases before all the Appellate authorities on behalf of the Bank, provide draft appeals along with annexures at least 20 working days before the due date.
4. Represent the Bank before the GST authorities (including appellate authorities/tribunal) in connection with the assessment proceedings including personal hearing and appeal hearing.
5. Provide opinion / draft replies on the issues raised in various Audits conducted by various Regulatory Authorities viz. Central Excise Revenue Audit (CERA), GST Department, Comptroller and Auditor General of India (CAG), Directorate General of Central Excise Intelligence (DGCEI), Anti-evasion, High Court and Supreme Court;
6. Drafting case for opinion for obtaining advice from senior legal counsels who are not in Bank's panel.
7. Advising in cases where refund becomes due, drafting and filing of refund applications, maintaining case files of refund cases and taking necessary steps to complete the refund process.
8. Review of Tax orders passed by the High Court or Supreme Court for various assessment years and guidance on further steps to be taken.
9. Providing guidance to the Bank on further course of action on any matter related to any type of notice/ order issued by any GST/ Service Tax authority.
10. Litigation management for all types of Notices/ Audit/ Inquiry/ Orders/ Appeals of GST and Service tax.
11. Keeping track, maintaining repository of replies/ any communication submitted to tax authorities, maintaining due date diary and downloading of all cases/ notices/ orders issued related to GST on daily basis, updating the work/ progress (step by step) on daily basis and providing its reports to the Bank. Further, conduct review meeting with the Bank (at least once in a week) for discussing all pending assessment/ litigations.



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The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for due compliance with applicable GST Rules / provisions by Central/State/Union Territory).

Further, as proposed under GST Regime, compliance is required to be done at State / UT Level. Therefore, the selected consultant is expected to carry out all above functions for each registration that the Bank has obtained or will obtain (i.e. for new State / UT / Vertical) in future. The Bidder should also be available at the Registered Place of Business of the states for which Bank has GSTIN during the course of State Audit by the Central or State GST Authorities.

Note: To represent the Bank outside of Tamilnadu for attending Appeal/ hearing notice issued by GST department or at instruction of bank for attending assessment hearing/proceedings in person, actual TA/DA expenses shall be reimbursed on production of relevant original bills as per the entitlement, wherever bidder's office is not situated. Before incurring any such expenses, the bidder shall take prior approval from the bank.

a) Travelling Allowance: The consultants can travel by Air Conditioned II tier class by rail. Reimbursement of actual cost of conveyance by other modes of transportation, where the routes are not served by rail. (Airfare by Economy Class as a special case whenever considered necessary. Separate approval, quoting reasons for the same, shall be obtained from the Bank, Tax Compliance and Payment Cell. CO. Chennai). Wherever travel is undertaken by Air, it should be supported by BOARDING PASS.

b) Halting Allowance: The rates of Halting Allowance subject to production of ORIGINAL bills/vouchers shall be as under:

Metro Cities	Major A Class Cities	Area I Cities	Other Places
2,500	2500	1,500	1,300

Classification of cities as below:

Particulars	Name of cities
Metro Cities	Chennai, Delhi, Kolkata, Mumbai
Major 'A' Class Cities	Ahmedabad, Bangalore, Hyderabad, Pune, Surat and Ahmedabad
Area I Centres	Agra, Allahabad, Asansol, Bhopal, Coimbatore, Faridabad, Ghaziabad, Indore, Jabalpur, Jaipur, Jamshedpur, Kanpur, Kannur, Kochi, Kozhikode, Lucknow, Ludhiana, Madurai, Malappuram, Meerut, Nagpur, Nashik, Patna , Rajkot, Srinagar, Thrissur, Thiruvananthapuram. Vadodara, Varanasi, Vasai-Vihar City, Vijaywada, Visakhapatnam



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- c) Conveyance Charges - Local Taxi- On actual basis on production of bill Rs.12 per km on self-declaration basis subject to four persons in one taxi when hired on rent or when using own vehicle.
- d) The reimbursement of total expenses during the contract period i.e. Travelling Allowance (TA), Halting Allowance (HA) and Daily Conveyance, shall not exceed 10% of the contract value.

F) Information Security Guidelines

1. Successful Bidder should comply with Bank's Information Security Policy, API policy, data retention policy and Bank's RTO/RPO requirement
2. Successful Bidder to ensure to follow best in class industry proven security controls during design, development, implementation, maintenance stages, that prevent the misuse of information systems and appropriately protect the confidentiality, integrity, and availability of information systems. SB must adhere to compliance standards such as OWASP,SANS, ISO/IEC 27000 family security standards, NIST standards, CERT-In security requirements, MeitY requirements, regulatory and statutory compliance's requirements.
3. Solution should follow secure SDLC process not limited to:
 - a. S-SDLC (Secure System Development Lifecycle)
 - b. Risk Assessment
 - c. Threat Modelling
 - d. Secure Static Analysis
 - e. Dynamic Application Security Testing
 - f. Secure Testing and Code review
 - g. Secure Assessment and Secure Configuration
4. SB must ensure and incorporate all necessary security and control features within the application, API, Integrations, OS, Platform, Interface. Server, database, network, logs etc. wherever applicable,
5. Secure use of Open Source:
 - a) The Implementation of open-source technologies should be taken up in compliance with Information Security (IS) policy of the Bank
 - b) The bidder to provide full support in implementation and maintenance for the open-source technologies in terms of upgradation, patching etc.
 - c) The bidder should provide the list of all open-source libraries being used in the platform. None of these should consist of any malicious code/script. All such libraries/code should undergo SAST.
 - d) Developer shall disclose all binary executables (i.e., compiled or byte code; source code is not required) of the software, including all libraries or components.
 - e) Developer shall disclose the origin of all software and hardware components used in the product including any open source or 3rd party licensed components.



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6. SB should conduct VA at least on a half-yearly basis; PT shall be conducted at least on a yearly basis. In addition, VA/PT shall be conducted as and when any new IT Infrastructure or when any major change is performed in application or infrastructure. SB should entrust code source code audit/VA/PT through CERT-IN empanelled Auditors and they have to submit the report after attending all the observations.
7. SB to provide integrity certificate stating that the application is free of known vulnerabilities, malwares, and any covert channels in the code.
8. SB to ensure that the Product/ version/module(s) functions is developed only in a manner that it is intended to do, or is developed as per the best secure design/ coding practices and standards, addressing known flaws/threats due to insecure coding; and Penal provisions shall be included by the Bank into third-party contractual arrangements for any non-compliance by the application provider.
9. Bidder should have 24x7 incident response service that works to mitigate the effects of attacks and malicious activity in time.
10. Bidder should follow all the process defined by Bank like Incident, Change, Release and Patch Management
11. Bank reserves the right to perform Penetration Test of the application as well as all its related integrations. If the Bank's exercises this right, the bidder shall allow Bank's designated person to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, this includes the general support system infrastructure
12. Successful Bidder shall without any additional cost, rectify/ fix the security vulnerabilities if any found by security auditors nominated by the Bank from time to time.
13. The Bank may assign the security audit of the application to its own officers or to an agency to ensure the adequacy of protective measures applied. The application vendor must provide access to all data and programs which relate to the application to such assigned persons. Temporary log-in facilities have to be provided to the audit teams so that the team can check the security features of the system.
14. Bank's reserves the right to perform Penetration Test. If the Bank's exercises this right, the bidder shall allow Bank's designated person to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, this includes the general support system infrastructure.



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

15. Successful Bidder to resolve security vulnerabilities/bugs/incidents as per the agreed SLAs with the Bank.
16. Data at Rest and Data at Transit- SB shall ensure encryption and masking features wherever necessary as per Bank's requirement.
17. Successful Bidder to offer solution that is platform independent and scalable to support transactions envisaged by the Bank.
18. Successful Bidder to offer flexibility and a channel/cloud/platform agnostic interface with the ability to adapt for cloud-native readiness or an on-prem implementation based on Bank's suitability.
19. Successful Bidder shall ensure to filter all spoofing / phishing / spamming / overflow attacks to ensure availability and integrity on continuous basis.
20. Successful Bidder shall fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank/Regulator/CERT-In empanelled delegated by the SB or Bank, without any additional cost to the Bank. Further, if the security observation(s) cannot be closed by applying updates/patches/fixes/upgrades to the supplied equipment and replacement is the only option to close the observation(s), then the SB has to replace the solution(s) with solution(s) meeting all the specifications of the RFP at no extra cost to the Bank.
21. The Bank will have the right to audit the bidder's people, processes, technology etc. as part of Vendor security risk assessment process and the corresponding solution should also be compliant to Indian Information Technology Act, 2000 (along-with amendments as per Information Technology (Amendment) Act, 2008) and any applicable data privacy & protection Act.
22. SB to ensure that the solution must have the capability to integrate with solution like IT Asset Management, IT Service Management, Security Operations Centre (SOC), Identity Management, Directory Services, Fraud Risk Monitoring and other standard monitoring tools, CMS, Syslogs, etc. deployed in the Bank's environment.
23. BCP – DR: SB should implement a corresponding DR setup for restoration of the system in the event of a disaster or major incident. The Disaster Recovery (DR) setup should be tested prior to the go-live to verify DR readiness. Ensure the promotion of the build to production environment is done in a secure manner and the production environment is ready for the system go-live.
24. SB to ensure capturing of logs/audit trails throughout the application and its integrations wherever applicable and the same should be capable of being used for forensic Evidence.
25. SB to have provision to ensure that the system should have chat transcripts/call recordings stored in backend in a secure manner along with chat screen recordings.
26. Escrow arrangement:
 - a) SB to ensure an escrow agreement approved by the Bank to provide escrow mechanism for the deposit of the source code for the solution supplied/procured



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- by the SB to the Bank in order to protect the Bank's interests in an eventual situation. This shall include product updates and programme fixes are also included in the escrow agreement.
- b) All costs for the Escrow will be borne by the SB. (Decision to be taken by business department as this involves commercials)
27. Bidder should ensure protection of all Bank's data, equipment, etc., by
- Treating the information as sensitive.
 - The bidder shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with industry standards.
 - When no longer required, this information, data, and/or equipment shall be returned to Bank's control, destroyed, or held until otherwise directed by the Bank.
 - The bidder shall ensure that unneeded items are destroyed by burning, shredding, or any other method that precludes the reconstruction of the material with consent of bank.
28. The Successful bidder should neither impede nor interfere with the ability of the Bank to effectively oversee and manage its activities. Further, the Successful bidder should not impede the RBI in carrying out its supervisory functions and objectives.
29. The Successful bidder should have information/ cyber security risk assessment process defined.
30. The Successful bidder should give effective access to the Bank to all data, books, records, information, logs, alerts and business premises relevant to the outsourced activity, subject to appropriate security protocols, for the purpose of effective oversight by the Bank/ auditors, regulators and other relevant Competent Authorities, as authorized under law.
31. The Successful bidder should give effective access to material adverse events (e.g., data breaches, denial of service, service unavailability, etc.) and the incidents required to be reported to enable Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.
32. The Successful bidder should have compliance with the provisions of Information Technology Act, 2000, other applicable legal requirements and standards to protect the customer data.
33. The Successful bidder should ensure storage of data is only in India and successful bidder to provide details of data (related to Bank and its customers) captured, processed and stored.
34. The Successful bidder responsible for the confidentiality and integrity of data and information pertaining to the customers that is available and is not



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allowed to share any types of data/ information with Bank's customer and / or any other party.

- 35.** The Successful bidder should allow Bank/RBI to conduct audit of the bidder (including its sub-contractors), whether by its internal or external auditors, or by agents appointed to act on its behalf, and to obtain copies of any audit or review reports and findings made about the Successful bidder in conjunction with the services performed under this GeM Tender. The audits shall assess the performance of the successful bidder, adequacy of the risk management practices adopted, compliance with laws and regulations, etc. The frequency of the audit shall be determined based on the nature and extent of risk and impact to the Bank from the outsourcing arrangements.
- 36.** The Successful bidder should share information of about the third parties (in the supply chain) engaged by the Successful bidder.
- 37.** The successful bidder shall be contractually liable for the performance and risk management practices of its subcontractors.
- 38.** The successful bidder shall shall comply with directions issued by the RBI in relation to the tender.
- 39.** The successful bidder shall take prior approval/ consent of the Bank for use of sub-contractors.
- 40.** The successful bidder should co-operate with the relevant authorities in case of insolvency/ resolution of the bank.
- 41.** The successful bidder should have a provision to consider skilled resources who provide core services as "essential personnel" so that a limited number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).
- 42.** The successful bidder should ensure access to data at Bank's location / data centre shall be on need-to-know basis, with appropriate controls to prevent security breaches and/or data misuse.
- 43.** The Successful bidder to ensure the preservation and protection of the security and confidentiality of customer information in the custody or possession. Access to customer information by staff of the bidder shall be on need-to-know basis.
- 44.** If the successful bidder is an outsourcing agent for multiple REs, care shall be taken to build adequate safeguards so that there is no combining of information, documents, records and assets.



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45. The successful bidder shall ensure that cyber incidents are reported to the Bank without undue delay, so that the incident is reported by the Bank to the RBI within 6 hours of detection by the TPSP (Third Party Service Provider). The bidder should regularly review and monitor the control processes and security practices and ensure no security breaches.
46. The successful bidder shall develop and establish a robust framework for documenting, maintaining and testing Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) commensurate with the nature and scope of the work proposed in tender as per extant instructions issued by RBI from time to time on BCP/ DR requirements.
47. The successful bidder may also submit globally recognised third-party certifications which assess the performance of the bidder, adequacy of the risk management practices adopted by the service provider, compliance with laws and regulations, etc.

Timelines

The above scope of work & deliverables have to be designed and executed to the Bank's satisfaction within timelines as may be required by the bank, within the overarching timelines that may be prescribed by the GOI/CBIC/RBI, and communicated to the Consultant from time to time during the course of assistance for smooth and timely Compliance of GST. This is an end-to-end project and all the items required for keeping the project operational should be considered by the bidder, even if the same is not explicitly mentioned in this GeM TENDER document. The solution must handle any number of Branches. The bidder has to support any increases in branches count and deploy additional resources if required.

Note: In order to understand the existing process/policies being followed by the Bank, to assess the GST liability, filing of returns, etc., the bidder is expected to interact with the present GST consultant and ensure a smooth transition.



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE IA - LETTER OF PROPOSAL

(On Applicant's letter head)

**To,
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai, Chennai – 600 002.**

Dear Sir,

GeM Tender Reference No:

Subject: GeM tender for appointment of GST consultant for providing end to end solution and services for GST compliance and filing of GST returns

Dear Sir,

1. With reference to your GEM tender Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for Appointment as Consultant for providing End to End Solution and Services for GST (Goods and Services Tax) compliance and filing of GST Returns for FY 2024-25 to FY 2027-28. The proposal is unconditional and unqualified.
2. We agree to keep this offer valid for 180 (one hundred eighty) days from the last Date of submitting the proposal specified in the GEM TENDER.
3. We agree to undertake the project, if allotted by you, as per the scope of assignment and in accordance with the time frames specified in GEM TENDER as well as on the payment terms mentioned therein.
4. We agree and undertake to abide by all the terms and conditions of the GEM TENDER Document. We submit this Proposal under and in accordance with the terms of the GEM TENDER Document.
5. We confirm that the information submitted by us in our bid / proposal is true and correct.
6. We understand that you are not bound to accept the lowest or any bid received by you, and you may reject all or any bid

Yours faithfully,

(Signature, name and designation of the authorised signatory)



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE IB - PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF CONSULTANT

GeM Tender Reference No:

1	Name of the Bidder Company/ Firm	
2	Date of Incorporation of Bidder Company /Firm	
3	Complete Address of Bidder company/ Firm	
4	Name and Contact details and E-mail id of the authorised person	
5	Particulars of the Authorized Signatory (Please enclose the copy of authorization letter/Power of Attorney)	
	a) Name	
	b) Designation	
	c) Contact Number	
	d) Fax no.	
	e) E-mail id	
6	Persons proposed to be assigned for the consultancy services and their profiles	
7	Name, address and account number of the Bidder's banker - Account Number, Account Name, IFSC, Bank Name	
8	PAN of the Bidder Company/Firm	
9	GST registration number of the Bidder Company/Firm	
10	Office Address of Chennai along with date of establishment of office in Chennai. Total number of full time professional staff of the Bidder in Chennai.	(Please provide Supporting documents)
11	Details of Partners of the Bidder	(As per Annexure ID)
12	List of full time CA and professional staff of the Bidder.	(As per Annexure IE & IF)
13	Presence in how many towns/ cities in India – Please furnish names of cities/ centers	
14	Number of Employees	
15	Number of C.A. Employees in the firm (out of above)	
15	Relevant certificate for Start-ups recognized by Department of Industrial Policy & Promotion (DIPP).and MSE's having valid Udyam registration Certificate	
16	Number of Employees who have done DISA/CISA	
17	Net worth during last three financial years along with financial statements 2020-21 2021-22	



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

	2022-23	
18	Turnover during last three financial years along with financial statements 2020-21 2021-22 2022-23	
19	Details of major assignments	
20	Whether Bidder has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
21	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')
22	Any other information considered relevant.	

Particulars of presence in different towns as on 31.03.2024:

S. No.	Name of the town with State/UT	Address of the Office	Name of the In-charge of the Office	Contact number and e-mail ID

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

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

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

(Signature, name and designation of the authorised signatory)



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE IC - PARTICULARS IN RESPECT OF ENGAGEMENT / GST PROJECT IN SCHEDULED COMMERCIAL BANKS IN INDIA

S.No.	Name of Bank	Brief Details of scope of work	Name of Person in-charge from client side with contact no and email id	Period	
				From	To

(Signature, name and designation of the authorised signatory)

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

GeM Tender Reference No:



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE ID - DETAILS OF BIDDER

GeM Tender Reference No:

Name of the Bidder with Head office Address	Registration Number with ICAI/ MCA as applicable*

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2020-21			
2021-22			
2022-23			
2023-24 (Provisional)			

*ICAI – Institute of Chartered Accountants of India MCA - Ministry of Corporate Affairs

(Signature, name and designation of the authorised signatory)

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE IE - DETAILS OF PARTNERS/DIRECTORS OF THE BIDDER

GeM Tender Reference No:

S. No.	Name of the Partners/Director	Membership No. of Partner/Director with ICAI	Date of Engagement with Bidder

(Signature, name and designation of the authorised signatory)

DETAILS OF CHARTERED ACCOUNTANT EMPLOYEES

GeM Tender Reference No:

S. No.	Name of the CA Employee	Membership No. of Employee with ICAI	Date of Joining

(Signature, name and designation of the authorised signatory)

DETAILS OF PROFESSIONAL EMPLOYEES

S. No.	Name of the Employee	Qualification	Date of Joining

(Signature, name and designation of the authorised signatory)



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE IF - TEAM MEMBER PROFILE TO BE DEPUTED AT BANK

GeM Tender Reference No:

Sr. no.	Name	Capacity (partner/directors/Employee)	Qualification (CA./CISA/DISA)	CA membership number (if applicable)	Experience	Date of Joining with Bidder	Remarks



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE IG - PERFORMANCE CERTIFICATE FOR END-TO-END SOLUTION AND SERVICES FOR GST COMPLIANCE AND FILING OF GST RETURNS

To be provided on letter head of the issuing company

The Assistant General Manager
Tax Compliance and Payment Cell
Indian Overseas Bank
Central Office – Balance Sheet Management Department
763, Anna Salai Chennai - 600001

GeM Tender Reference No:

Reg.: GeM tender for appointment of GST consultant for providing end to end solution and services for GST compliance and filing of GST returns for FY 2024-25 to FY 2027-28

Sir,

This is to certify that M/s..... is currently providing end-to-end GST Management and compliance solutions in our Bank which includes following activities:

- a. Reconciliation and monthly remittance of GST and TDS GST liability and filing of monthly and annual GST return filing including TDS GST return filing in compliance with GST Act 2017
- b. Reconciliation and utilization of eligible Input tax credit
- c. Drafting of replies to GST notices and filing of appeals against assessment before appellate authorities and attending personal/Appeal hearing.

The period of above contract is from to

The performance of M/s..... are satisfactory. The certificate has been issued on the specific request of the company.

Date:

Place:

Signature of Authorized Signatory

Name of Authorized Signatory

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE I H - CERTIFICATE REGARDING GEM TENDER FOR APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND FILING OF GST RETURNS (TO BE PROVIDED ON LETTER HEAD OF BIDDER)

GeM Tender Reference No:

We M/s....., have directly participated in the captioned GEM TENDER and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt: 23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2024		
%age of shares held	Name of holding Company/Individual	Registered Address of the shareholding company/Individual

Bidder's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2024		
%age of shares held	Name of holding Company/Individual	Registered Address of the shareholding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date:

Place:

Signature of Authorized Signatory Name of Signatory:

Designation: Email ID: Mobile No: Telephone No.:

Seal of Company:



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE II - PARAMETERS FOR TECHNICAL EVALUATION OF TECHNICAL BID

S.No	Parameter	Basis of evaluation	Marking System							
			Criteria	Max Marks						
1	Man Power and qualifications – No. of Partners/Directors and qualified CA Employees	ICAI Constitution letter and self-declaration.	5 Mark for 3 C.A. Partners/Directors and 1 mark for additional CA partner/director.	10						
			1 mark for every CA employee	3						
			1 mark for CA Employee with DISA/CISA	2						
2	Bidder Establishment - Number of years as on 31/03/2024	ICAI Constitution letter	Minimum 3 Years - 5 Marks	10						
			Every Block of additional 2 completed years – 1 Mark							
3	Presence in number of States / UTs as on 31.03.2024:	ICAI Constitution letter and Local State/UT registration certificate.	Presence in Tamilnadu – Five marks Other than Tamilnadu State – one mark each for additional State / UT - maximum ten marks	10						
4	Experience in End-to-End Solution And Services For Filing of GST Returns (At least two years of continuous engagement between 01/07/2017 to 31/03/2024 is considered as one assignment)	Client Certificate/ Appointment letter issued by the client clearly indicating the period covered.	<table border="1"> <thead> <tr> <th>Type of Bank</th> <th>Marks Per Bank</th> </tr> </thead> <tbody> <tr> <td>Public Sector Bank</td> <td>10 Marks</td> </tr> <tr> <td>Private Sector Bank</td> <td>2 marks</td> </tr> </tbody> </table>	Type of Bank	Marks Per Bank	Public Sector Bank	10 Marks	Private Sector Bank	2 marks	15
			Type of Bank	Marks Per Bank						
			Public Sector Bank	10 Marks						
Private Sector Bank	2 marks									
5	Bidder firm should have attended and represented bank at Assessment /Appeal Proceedings/ in GST for Public or Private Sector Bank.	Client Certificate/ Appointment letter issued by the client clearly indicating the period covered.	Experience in attending and representing bank at Assessment /Appeal Proceedings in GST for Public or Private Sector Bank.	10						



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

6	Infrastructure requirement for the solution	Annexure VIII C and technical Architecture	Shall be evaluated based on technical architecture and resources (infrastructure) required for solution.	10
7	Presentation covering the proposed implementation plan along with proposed process flow, including preparation of returns, correction process based on scope of work.		Shall be evaluated by the internal Committee formed in the Bank for this purpose	30
	Total			100

Note : Soft copy of presentation to be submitted by Email tcpc@iob.in at least before 24 hours before the time of presentation.



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE II-B-BIDDER QUALIFICATION CRITERIA

**The Assistant General Manager,
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

DATE:

Dear Sir,

GeM Tender Reference No:

Sub: APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND FILING OF GST RETURNS FOR 01.10.2024 to 30.09.2027

We hereby declare that all the documents required for bidder qualification criteria along with this annexure.

We have examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to get selected for providing our services as detailed in the above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical and Commercial Offer separately on GeM Portal. The selection shall be binding on us and subject to terms and conditions of the assignment.

**Authorised Signatory:
Name and Designation:
Office Seal with date**



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE II-C-SELF DECLARATION – BLACKLISTING

**The Assistant General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

Dear Sir,

GeM Tender Reference No:

Sub: APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND FILING OF GST RETURNS

We M/s _____, a Firm/LLP/Company incorporated under the _____ with its headquarters at _____ do hereby confirm that we have not been blacklisted/ debarred by any Bank/Government Organization in India during last 3 years.

We are not banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI / Public Sector Bank/Undertaking and we are not having any disciplinary proceedings pending with ICAI/RBI against the applicant or any of the partners.

Further, during the last three years we have not:

- a) failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates,
- b) been expelled from any project or agreement
- c) any agreement terminated for breach by us or our Affiliates.

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

Authorized Signatory

Name and Designation

Office Seal

Place: Date:



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE III-LETTER OF UNDERTAKING

**The Assistant General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai, Chennai – 600 002.**

Dear Sir,

GeM Tender Reference No:

Sub: APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND FILING OF GST RETURNS

1. We hereby confirm that we agree to all the GeM Tender terms and conditions of the gem GeM Tender no: _____, its Annexes, amendments made to this GEM tender without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also undertake to submit the service level agreement and non-disclosure agreements as per the format provided in the GEM tender ref No
4. We also declare that our company not under any Bankruptcy or Liquidation process and complies to the law of land. We also understand that; our bid shall be liable for rejection if our declaration if found incorrect.
5. We declare that we are not being involved in any litigation which threatens solvency of company. Details of addresses, contact details and corresponding document is to be attached.
6. We declare that we are complying with Labour Laws.
7. We declare that all the technical features highlighted as part of Scope of work are covered in totality in the proposal submitted.

Dated at _____ this _____ day of _____ 2023.

Yours faithfully,

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Enclosed: Power of attorney/Letter of authorization



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE IV -BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
.....
.....

Whereas _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract)_____ (hereinafter called "the Tender") in favour of _____hereinafter called the "IOB"; KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____ (hereinafter called "the Bank"(*) are bound unto the IOB for the sum of Rs_____ (Rupees_____only) for which payment well and truly to be made to the said IOB, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

(a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

(b) If the Tenderer having been notified of the acceptance of his Tender by the IOB during the period of Tender validity;

(i) fails or refuses to execute the Agreement, if required; or

(ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

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

Notwithstanding anything to the contrary contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri _____,

its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE V-PRE-CONTRACT INTEGRITY PACT

TENDER NAME: APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND FILING OF GST RETURNS

TENDER NO: GeM tender no:

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2024, between, on one hand, Indian Overseas Bank acting through Smt. Sasikala B Prabhu, Asst. General Manager of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the" BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND FILING OF GST RETURNS** (Name of the Stores/Equipment / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Services and

WHEREAS the BIDDER is a private company/public company/LLP (strike off the items which are note applicable) and is the original manufacturer / integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter end the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: _____) hereinafter referred to as "Tender / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (Name of the Stores/Equipment / Services) : **APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND**



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FILING OF GST RETURNS or items covered under the tender hereinafter referred to as the "Contract".

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

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitor (IEM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

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

AND WHEREAS Bidder and BUYER understands that the signing of this Integrity Pact is a preliminary qualification to participate in the aforementioned bidding process.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesseth as under:

The contract is to be entered into with a view to: -

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

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

Article 1: Commitments Of The Buyer

- 1.1 The BUYER undertakes that no employee of the buyer, 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.



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- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach. The bidder(s)/Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.
- 1.5 The BUYER will exclude from the process all known prejudiced persons.

Article 2: Commitments Of Bidders

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

- 2.1 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the buyer'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.
- 2.2 The BIDDER 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-



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submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.
- 2.4 The BIDDER of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidders(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to Indian Agent/representative have to be in Indian rupees only.
- 2.5 The BIDDER who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2.6 The bidder(s)/Contractor(s) will when presenting their bid, disclose any and all payments made, is committed to or intends to make an agent, brokers or any other intermediaries in connection with the award of the contract.
- 2.7 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he



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has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.9 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 2.15 The Bidder shall not pass any information provided by the buyer as part of business relationship to others and shall not commit any offence under PC/IPC.
- 2.16 The BIDDER undertakes that it has not supplied/ is not supplying same quantity with similar specification product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender



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notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that same quantity with similar specification product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

With regard to OEMs or manufacturers having proprietary rights against a PAC certificate, such bidders undertake that in case it supplies or quotes a lower rate to other government, public sector, or private organizations, it would reimburse the excess. If necessary, negotiations would be called for to get prices reduced.

The provisions of fall clause will however not apply to the following:

- (i) Sale of goods or services as original equipment prices lower than the price charged for normal replacement.
- (ii) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

Article 3 - Equal Treatment Of All Bidders/Contractors/Subcontractors

Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

- 3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors who shall take responsibility of the adoption of the integrity pact by the sub-contractors.
- 3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.
- 3.3 In case of joint venture, all the partners are required to sign the integrity pact.



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Article 4: Previous Transgression

- 4.1 The Bidders to disclose any transgressions with any other public/ government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 4.2 The BIDDER agrees that if it 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. If the bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
- 4.3 The imposition of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression. Buyer shall reserve the right to debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 4.6 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 BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

If the BUYER obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or



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Subcontractor which constitutes corruption, or if the buyer has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer of the Bank.

Article 6: Compensation For Damages

- 6.1 If the BUYER has disqualified the BIDDER from the tender process prior to the award on account of Violation of Article 2, the BUYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 6.2 If the BUYER has terminated the contract on account of Violation of Article 2, or if the buyer is entitled to terminate the contract on account of Violation of Article 2, the BUYER shall be entitled to demand and recover from the BIDDER liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article 7: Sanction For Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-
- (i) To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
 - (ii) The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
 - (v) To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
 - (vi) To disqualify the bidders and exclude them from future business dealings as per the existing provision of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines as applicable.
 - (vii) To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.



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

(ix) Action as per the procedure mentioned in the "Guidelines on Banning of business dealing" may be taken.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [ix] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, GFR 2017 as amended from time to time or any other statute implemented for prevention of corruption or any other financial regulations.

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

Article 8: Independent External Monitor

8.1 The BUYER has appointed Independent External Monitor [hereinafter referred to as Monitor] for this Pact in consultation with the Central Vigilance Commission. They are,

Shri. Kashinath Behera, IAS (Retd.)
AC-39, Khwaabgaah Co-Operative Housing Society Ltd,
2nd Floor, Flat- no 2A, Street No- 43 & 48
Action Area-1A, New Town, Rajarhat,
Kolkata- 700156
Ph: 8617234530
Email id : beherakn54@yahoo.co.in

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

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

8.4 Both the parties accept that the Monitor have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual



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- obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor on report of complaints shall examine the complaints received and shall give their recommendations/view to the Chief Executive of the BUYER at the earliest. IEM may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious irregularities having a specific, verifiable vigilance angle, the matter shall be reported directly to the Vigilance Commission. IEMs shall tender their advice on complaint within 30 days.
- 8.9 The word '**Monitor**' would include both singular and plural.
- 8.10 The Monitor Shall have access to all the documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents /records/information having National security implications and those document which have been classified as Secret/Top Secret are not to be disclosed.
- 8.11 The Monitor may also look into any issues specifically raised before them, relating to execution of contract after award of contract.
- 8.12 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported



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it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

Article 9: Dispute resolution:

- 9.1 In the event of any dispute between the and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMS in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of Monitors, the BUYER shall have the right to take further action as per the terms and conditions of the contract. The fees/expenses for dispute resolution shall be equally shared by both parties.
- 9.2 The Monitor will submit a written report to the designated Authority of BUYER within 4 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Article 10: Law And Place Of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 11: Other Legal Actions

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

Article 12: Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 13: Code Of Conduct



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Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 14: Legal And Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and no alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 15: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

- 15.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.
- 15.2 If the BIDDER is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution. In case of joint venture, all the partners are required to sign the integrity pact.
- 15.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 15.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall be first referred to IEM, who, then after examination, referred to CVC through Vigilance Dept.
- 15.5 Issues like warranty/Guarantee etc. shall be outside the purview of IEM.
- 15.6 In the event of any contradiction between the Integrity Pact and its annexures, the clause in the Integrity Pact will prevail.



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The parties hereby sign this Integrity pact at **Chennai** on

BUYER

Name of the Officer

Designation

Indian Overseas Bank

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1.

2.

Witness

1.

2.



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ANNEXURE VI- CERTIFICATION FOR LOCAL CONTENT
(CERTIFICATE TO BE SUBMITTED BY BIDDER AND OEM/OSD)

To
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.

Dear Sir,

GeM Tender Reference No:

GEM TENDER FOR APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND FILING OF GST RETURNS

Bidder Name:

1. This is to certify that proposed <Bill of material and Scope of Work > by _____(Company name) is having the local content of _____% as defined in the above mentioned tender and amendment thereto.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 29, 2019, further revised on 4th June 2020 and further revised on September 2020 and subsequent amendments.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder



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ANNEXURE VII- LAND BORDER SHARING CERTIFICATE

**To
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

Dear Sir,
GeM Tender Reference No:

Sub: GEM TENDER FOR APPOINTMENT OF GST CONSULTANTS FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST (GOODS AND SERVICES TAX) COMPLIANCE AND FILING OF GST RETURNS
Bidder Name:

"I have read the provisions of the order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance and the specific clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature of Competent authority

Date:



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ANNEXURE VIII-FORMAT FOR COMMERCIAL BID
(NOT TO BE UPLOADED ALONG WITH TECHNICAL BID)

1. Name of Bidder :
2. Address of Corporate Office :

Commercials for Appointment of appointment of GST consultants for providing end to end solution and services for GST (goods and services tax) compliance and filing of GST returns for a period of 3 years as per terms stipulated in GEM TENDER

GeM Tender Reference No:

S No	Details	Amount
1	Total Cost of Ownership (TCO) of the proposed solution/service for the contract period inclusive of GST	

Notes:

1. All Deliverables to be supplied as per GEM tender requirements provided in the tender document.
2. The service Charges need to include all services mentioned in the GEM TENDER.
3. Any column left blank by the bidder will result in disqualification of the bid.
4. This shall be inclusive of all the components and services mentioned in the tender document as per scope mentioned in **Annexure – I**.
5. Prices quoted shall be inclusive of all taxes, duties and GST.
6. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
7. The prices quoted should also include charges towards freight, forwarding, delivery, installation, insurance charges, transportation, configuration/reconfiguration and integration, Travel, lodging, boarding , other administrative expenses. Bank will not pay any additional charges other than those mentioned above for deriving Total Cost of Ownership.
8. The branches and office mentioned above may be increased /decreased as per Bank requirements. For increased branches, the price per branch /office quoted in commercial bid shall prevail.
9. Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.
10. Successful bidder will be determined based on the QCBS Evaluation Methodology as per GEM Portal.
11. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.



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12. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
13. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
14. If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
15. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

We certify that the items quoted above meet all the technical specifications, Functional requirements, technical requirements as per Annexures of this tender and prices quoted are all in compliance with the terms of this tender. We also confirm that we agree to all the terms and conditions mentioned in this tender document. We also agree that this offer shall remain valid for a period of 180 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

Authorised Signatory:

Name and Designation:



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ANNEXURE VIII A - PARAMETER FOR SELECTION OF CONSULTANT

Sr.No.	Parameters	Maximum Marks (Weightage)
1.	Technical Parameter	70
2.	Financial Bid	30

For example:

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

A=60, B=70 C= 80

After converting them into percentile, we get

A= $(60/80)*100 = 75.00$

B= $(70/80)*100= 87.50$

C= $(80/80)*100=100.00$

The quoted prices for consultants are as under:

A = Rs.8000/-, B = Rs.9000/-, C = Rs10000/-

The final cost (lower cost quoted in price bid, in this case it Rs.8000/-) quoted by the bidders converted into percentile score shall be as under:

A = $(8000/8000)*100 = 100.00$

B = $(8000/9000)*100 = 89.00$

C = $(8000/10000)*100 = 80.00$

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

A = $(75*0.7) + (100*0.3) = 52.50+30.00=82.50$

B = $(87.50*0.7) + (89*0.3) = 61.25+26.70=87.95$

C = $(100*0.7) + (80*0.3) = 70+24=94.00$

Hence, the offer of 'C' (being highest score) would be considered as (H1) Bidder and will be called for the negotiation before awarding the contract. The Bank Reserves the right to reject even H1 Bid without assigning any reason whatsoever.

Note: Bank may at its sole discretion, decide to seek more information from the Bidders in order to normalize the bids. However, Bidders will be notified separately, if such normalization exercise (as part of technical evaluation) is resorted to.



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ANNEXURE VIII B MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

**To
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

Sir,

Reg.: RFP FOR **Appointment of appointment of GST consultants for providing end to end solution and services for GST (goods and services tax) compliance and filing of GST returns for a period of 3 years from 01.10.2024 to 30.09.2027.**

We hereby submit the following:-

1. We, M/s..... are the OEM of..... (Name of the product/ solution/ hardware/ software/ operating system/ load balancer/ HSM), being offered to Indian Overseas Bank through M/s....., who is our authorized partner/representative in India for supply of this product/solution/hardware.

2. We, M/s..... have the intellectual property rights for the offered application and we undertake to enter into source code ESCROW agreement with the Bank for the offered application.

3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s.

4. In case the bidder i.e. M/s..... is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT industry, stops services or support to the Bank, terminates contract due to any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized partner of ours.

8. With reference to all the components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second-hand components / parts / assembly are being used or shall be used.



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9. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT asset including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace the same with new one.

Date :

Place :

Signature of Authorized Signatory Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



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ANNEXURE-VIIIC- INFRASTRUCTURE REQUIREMENT FOR THE SOLUTION

a) Instance or Server details:

Bidder must submit the required details for each layer in solution/platform covering all layers but not limited to WEB, APP, DB in the following format:

Application name	Application instance / Module name	Environment	Application tier	Physical Server / Virtual instance	H/w Platform (x86 or other please specify)	Cluster Type (Active-Active/ Active Passive)	No. of Physical cores	No. of Virtual Cores	Memory in (GB)	Operating system with version	Database with version	Database type (Server based / User based / Core based, etc.)	Runtime Components (Example - .NET Framework, Oracle's JRE/Java, OpenJDK etc)	Third party's libraries/software/API/SDK	MiddleWare Components (Example-JBOSS EAP,TOMCAT, WEBLOGIC,WEBSHERE etc)	Usable Storage capacity (GB)	I/Os preferred	Load balancer type (Application based / Appliance based /NA)

b) Link Requirement:

Link reference	From	To	Primary / Secondary link	Purpose	Type of link	Bandwidth (in Mbps)
Link1						
Link2						
Link3						
(Application OEM to add)						

Note: Considering the integration that may be required with on premise deployment (existing applications)

c) Any Other

Any other information that could not be captured in "Infra details" or "Bandwidth requirement" to be included in this table



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SL.No.	Description	Purpose	Qty

We confirm that the sizing quoted shall be valid for the entire contract period such that at any point utilisation of server infrastructure shall be within the 70% threshold limit. We agree to all the terms and conditions mentioned in this tender document.

Authorized Signatory
Place:

Name and Designation

Office Seal
Date:



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ANNEXURE – VIID DECLARATION FOR MSE BENEFITS

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To,
The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai, Chennai – 600 002.

Dear Sirs,
GeM Tender Reference No:

Sub: GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

Dear Sir,
This has reference to our bid submitted in response to your GeM Tender (GEM TENDER) Ref. No. GEM TENDER No. dated floated for the Appointment of Consultant for providing End to End Solution and Services for Filing of GST (Goods and Services Tax) Returns from 01.10.2024 to 30.09.2027. We have carefully gone through the contents of the above referred GEM TENDER and hereby undertake and confirm that, as per the Govt. of India guidelines, we are eligible to avail the following MSE benefits in response to your GEM TENDER floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then the Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

For
Office Seal (Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:



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ANNEXURE – VIIIIE - Declaration/ Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance Department of Expenditure

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

**The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

Sir,

Reg: RFP Reference No.

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- --(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."

2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

3. Further in case the work awarded to us, I/ we undertake that I/ we shall not sub-contract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our sub-contractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless



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such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

4. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to recover from us the loss and damages sustained by the Bank on account of the above.

5. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated at __day of _____2024.

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.



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ANNEXURE – VIIIIF - LITIGATION CERTIFICATE

To,

**The Asst. General Manager
Indian Overseas Bank,
Tax Compliance and Payment Cell
Balance Sheet Management Department,
763, Anna Salai,
CHENNAI – 600 002.**

To be provided by Statutory Auditor/Chartered Accountant

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

Also, we have not have been banned / declared ineligible for corrupt and fraudulent practices by any Regulatory body/Statutory Body and do not have any disciplinary proceedings, Debar, Suspended Civil and Criminal Proceedings pending against the applicant firm or any of the partners with ICAI/ RBI.

Dated at __day of _____2024.

Signature of Proprietor/ Partner

Name of Proprietor/ Partner

Membership No.:

Seal of firm

UDIN:



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**ANNXURE VIIIIG- COMPLIANCE CERTIFICATE
DECLARATION**

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder



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POST-CONTRACT ANNEXURES

ANNEXURE IX- PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Twenty-One

BY:

_____ Bank, (*) **a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970**, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Indian Overseas Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at 763, Anna Salai, Chennai 600 002 (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** the Bank, on _____ has concluded a Contract as per Purchase Order ref:.....with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for Supply, implementation and maintenance of CIMS application at its Branches / Regional Offices and other offices located across the country and to carry out activities as stipulated in clause of the tender (hereinafter collectively called ".....").
2. **AND WHEREAS** pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as "the said documents"), the Bank has agreed to purchase from M/s.....who has agreed to provide to the Bankthe said, more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on (Hereinafter referred to as "the Vendor" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),



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subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.

4. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to warrant comprehensive maintenance of the entire..... including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the **vendor** of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, an amount of Rs as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty, AMC and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the **Vendor**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.
 1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
 2. The Bank shall be the sole judge to decide whether the **Vendor** has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty, AMC and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the



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Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or
 - ii) any change in the management of the **Vendor** or takeover of the management of the **Vendor** by the Government or by any other authority; or
 - iii) acquisition or nationalisation of the **Vendor** and/or of any of its undertaking(s) pursuant to any law; or
 - iv) any change in the constitution of the Bank / **Vendor**; or
 - v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

7. Notwithstanding anything to the contrary contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"

8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the **courts of Chennai city** where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.



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IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri _____,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



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ANNEXURE X-FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Chennai on this the.... day of.....2024 between **Indian Overseas Bank**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at No.763, Anna Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 with its registered office at and its local office at hereinafter called the "**COMPANY**" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity intend to implementsolution at its Organization.

The Bank has short-listed the Company after completion of tendering process for procurement of "....." in its office. The details of such activities are as per Purchase Order ref:.....issued by the Bank, duly accepted by the Company.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records **of Bank or Bank's customer**. The Company may use the information solely for and in connection with the purpose the information was conveyed.

2. Use of Confidential Information.

- i. Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized



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representative of the other party or pursuant to subsequent agreement between the Parties hereto.

- ii. The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.
- iii. The Company shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- ii. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- iii. Is or becomes publicly known through no unauthorized act of the receiving party
- iv. Is rightfully received from a third party without restriction and without breach of this agreement
- v. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- vi. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vii. Is approved for release by written authorization of the disclosing party; or
- viii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible



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forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the Company, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. Return of confidential information:

Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

7. Remedies:

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

8. Entire Agreement:

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Indemnity:



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The Company agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

11. Dispute Resolution Mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof the parties hereto have set their hands through their authorized signatories

BANK
(Authorized Signatory)

COMPANY
(Authorized Signatory)



GEM TENDER FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCES AND FILING OF GST RETURNS

ANNEXURE XI- CONTRACT AGREEMENT FOR APPOINTMENT OF GST CONSULTANT FOR PROVIDING END TO END SOLUTION AND SERVICES FOR GST COMPLIANCE AND FILING OF GST RETURNS

This Agreement is executed at Chennai on between Indian Overseas Bank, a body corporate constituted under the provisions of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Central Office, 763 Anna Salai, Chennai – 600 002, hereinafter referred to as "Bank" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST Part.

AND

....., **(Name of the company)** a Public/ Private (strike out whichever is not applicable) limited company incorporated under the Companies Act, 1956 and having its registered office at hereinafter referred to as "**Vendor**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND Part.

This agreement should be read along with the GeM TENDER No and its amendments.

WHEREAS:

the Bank desires to engage the services of Vendor as Service provider for as stated in the scope (Details as given in the Schedule A) of Gem tender_____ and issued a Purchase Order (PO) No. ITD/..... dated This Agreement is valid as per the terms mentioned in PO and Gem tender (and its amendments, if any) & the existing terms stands continued till renewal of the existing contracts, and for the subsequent renewals thereof as agreed by both the parties and Vendor has executed the Integrity Pact on and agreed to provide the services described in the PO and in this agreement on the terms and conditions set forth in Gem tender/ GEM TENDER/ PO/ hereunder.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions and Construction.

1.1. **Definitions.** The following defined terms used in this Agreement shall have the meanings specified below:



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- 1.1.1. **“Party”** or **“Parties”** shall mean either Bank or the vendor or both, as the case may be.
- 1.1.2. **“Effective Date”** means the date of acceptance of Purchase order.
- 1.1.3. **“Confidential Information”** of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other in connection with this Agreement, including (A) with respect to Bank, (i) all Bank Data, Bank Intellectual Property and all other information of Bank or its providers, customers (including their employees and job applicants), suppliers, contractors and other third parties doing business with Bank, and (ii) any information developed by reference to or use of Bank's Confidential Information, (B) with respect to Bank and the vendor, the terms of this Agreement; provided, however, that except to the extent otherwise provided by Law, the term “Confidential Information” shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient's written or electronic records, without violating the disclosing Party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement, and (C) with respect to the vendor, any and all (i) vendor Intellectual Property and New Intellectual Property, (ii) information or documentation relating to vendor's business, business relationships, financial affairs, including financial reports, work plans, and structures, (iii) all other information of vendor or its partners, customers (including their employees), suppliers, contractors and other third parties doing business with the vendor, and (iv) any information developed by reference to or use of vendor's Confidential Information.
- 1.1.4. **“Intellectual Property”** shall mean any patent, copyright, trademark, or trade secret applicable to (a) processes, specifications, methodologies, procedures, and trade secrets, (b) software, tools and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics, and other written documentation, and (d) proprietary trade names, brands, logos or slogans.
- 1.1.5. **“Losses”** shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default, or assessment).



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1.1.6. **“Services”** shall mean, collectively, the services being provided by the vendor pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services.

2. Services

Commencing on the Effective Date and continuing throughout the Term, Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

3. Commercial Terms:

As per PO No. Dated:

4. Period of Contract:

Period of contract is years from the date of acceptance of the referred Purchase Order i.e., and this agreement will valid till subsequent renewals of contract (if any).

5. Operational Capabilities and Implementation.

- 5.1. Vendor shall provide such personnel and such Vendor Systems necessary to provide the Services described in Schedule A.
- 5.2. The provision of Services to the Bank and the timelines shall be in accordance with the Scope of Services set forth in Schedule A.

6. Management and Control.

Vendor shall be responsible for the successful completion of Services and Vendor Customer Relationship Manager shall be the single point of contact for all communications and support in this regard. Vendor shall be subject to the Change Control Procedures, which shall provide, at a minimum, that:

With respect to all changes, Vendor shall (a) schedule Changes so as not to unreasonably interrupt Bank's business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation. Vendor shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Vendor by the Chief Operating officer.



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7. Consents

Vendor shall obtain, maintain and keep current, at Vendor's expense, all Consents and Governmental Approvals. Upon Vendor's request, Bank shall use its reasonable best efforts to cooperate with and assist Vendor in obtaining any such Governmental Approvals, to the extent reasonably possible.

8. Audits Rights

Upon notice from Bank, Vendor shall provide records for inspection and assist Bank, or its designated third party contractor, and/ or Reserve Bank of India and/ or its auditors, if required and advised by the Bank to Vendor, with access to and any assistance (including financial records, reports and supporting documentation) that they may require with respect to the Service Locations and the Vendor Systems for the purpose of performing audits or inspections of the Services.

9. Bank's Trademarks:

Bank's trademarks, service marks and trade names are the property of Bank, and Vendor agrees that it shall not use any of Bank's trademarks, service marks or trade names without Bank's approval. Vendor agrees not to register any Bank trademarks, service marks or trade names without Bank's approval. Vendor shall not, without Bank's approval, remove or alter any trademark, service mark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in materials pertaining to the Services and related documentation delivered to Vendor by Bank.

10. Confidentiality

The Vendor shall hold all Confidential Information relating to or obtained from the Bank in strict confidence. Vendor shall treat any and all the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors, and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.

11. Additional Covenants.



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The Parties covenant and agree that during the Term and Termination Assistance Period:

- 1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement.
- 2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Vendor Systems, or Confidential Information; and
- 3) In respect of development of Software, the Business logic for the software developed is the sole proprietary of the bank and the same shall not be shared without prior written consent of the Bank.

12. Insurance

Without limiting Vendor's liability to Bank or third parties, Vendor will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated and will upon request provide the Bank with a copy of its policies of insurance in that regard, along with any amendments and revisions there to. The financial liability of Vendor during the tenure of the contract and its subsequent renewals under this or any terms of this agreement other than under insurance total shall not exceed the fee it receives under the agreement.

13. Indemnity

The vendor shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by vendor or its agents or its employees on account of engaging the services from vendor.

14. Termination.

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

14.1 Termination for Default:

The Bank, without prejudice to any other remedy for breach of Contract, by giving 30 days' written notice of default sent to the vendor, may terminate this Contract in whole or in part:



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a) if the vendor fails to deliver the goods/ services within the period(s) specified in the Purchase Order

or

b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, Bank may publicize the termination to the general Public and Bank may procure, upon such terms and in such manner, as it deems appropriate, goods and related services, similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar Hardware and related services subject to the maximum cap of 10% of the undelivered portion. However, the vendor shall continue performance of the Contract to the extent not terminated.

14.2 Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

14.3 Termination for violation of Integrity Pact:

The vendor agrees that if they make incorrect statement on the Integrity Pact, and found later, i.e., after awarding of the contract, the contract is liable to be terminated for such reason.

14.4 Termination for other actions:

The bank has the right to terminate the agreement with immediate effect if the Vendor is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Vendor or its agents or its employees.

15. Termination Assistance.

15.1 Vendor shall, upon Bank's request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period, Vendor shall (i) provide support to



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the extent of answering questions from Bank regarding the Services on an "as needed" basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Vendor's possession.

15.2 Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the "End Date"):

- (a) return, destroy or erase all Intellectual Property of the other Party; and
- (b) return to the other Party all assets owned, licensed, or leased by the other Party.

16. Resolution of Disputes:

The Bank and the vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof.

In case of any disagreement or dispute between the Bank and the vendor which remains unresolved after discussions, the dispute will be resolved in a manner as outlined hereunder.

1. In the event of any dispute between the bank and the vendor in case both the parties are agreeable, they shall try to settle dispute through mediation before the panel of IEMS in a time bound manner. The fees/ expenses for dispute resolution shall be equally shared by both Bank and the vendor.
2. In case the dispute remains unresolved even after mediation by the panel of Independent External Monitors, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. In case of Arbitration the same shall be done in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties. Courts of Chennai city shall alone have jurisdiction to the



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exclusion of all other courts, in respect of all differences and disputes envisaged above.

17. Force Majeure:

No Party shall be liable to the other Party hereto for delays in performance of its obligations hereunder due to riot, act of God, war, fire, flood, invasion, earthquake, epidemics, interruption of transportation, embargo, explosion, strike, lockout or other labour troubles, actions of governmental authority, or any other causes similar to the forgoing which are beyond the reasonable control of such Party; the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. Performance of obligations is excused only for the time delay imposed by such causes and only to the extent that alternative means of performance are unavailable. If either Party is affected by Force Majeure, it shall forthwith notify the other Party of its nature and extent.

18. Assignment:

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

19. Notices:

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

20. Waivers:

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

21. Entire Agreement:

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the Parties relative to such subject matter.



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22. Amendments:

No amendment to, or change, waiver, or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

23. Governing Law and Jurisdiction:

This Agreement and the relationship between hereto shall be governed by the laws of India.

24. Disaster Recovery and Business Continuity Plan:

The vendor shall have a clear Disaster Recovery and Business Continuity Plan in place for support services and shall submit the BCP Plan to the Bank. It is to be ensured that the BCP plan for Disaster Recovery must have arrangements in different seismic zones.

25. Security of Bank Depositor's and Vendor's Data:

Service Providers are responsible for the security of Bank customer's and vendor's data the service provider possesses or otherwise store, process and transmit on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment.

26. Single Point Of Contact & Direct Support

The details of single point of contact of the Service Provider for Services, Hardware and Software supplied to Indian Overseas Bank is as under:

Name	
Designation	
Location	
Email address	
Mobile No	

Escalation Matrix -

Level	Designation	Name	Contact Details
1	Project Co-Ordinator		
2	Technical Lead		
3	Manager		

27. Payment Terms:

28. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.



The provisions of this Clause shall survive the termination of this Agreement.

29. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider. Service Provider need to ensure that their all employees are covered under PF. Service Provider need to submit PF coverage letter for their employees issued by the Employees Provident Fund Organization as part of their bid response.

The Service Provider:

- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.



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- shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

30. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or



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licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

31. Training

The Service Provider shall provide mandatory training to officials of Bank without additional cost to the Bank. The training should cover hands-on training up to a comfort level of user. Training will have to be provided at BANK's premises or at external sites acceptable to Bank.

32. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

33. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in **Chennai City** shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

34. ARBITRATION

- The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- If the Bank project manager/director and Service Provider project manager/director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve



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contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

- All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- The place of arbitration shall be Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgement upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

35. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the Agreement.

Under no circumstances Indian Overseas Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Indian Overseas Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.



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Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and both the parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

36. PUBLICITY

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

37. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

38. SUB CONTRACTING

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

39. NON – SOLICITATION

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/her relationship with the Bank.



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This provision shall however not apply to any solicitation conducted through general advertisement of employment opportunities through placement agencies, public advertisement or otherwise which do not specifically target such employees.

39. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider 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 Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider 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 Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider 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 Service Provider 's employees, agents, contractors, subcontractors, etc.

40. General Conditions

- For installation work, it shall be the responsibility of BIDDER to arrange and provide requisite tools, testing & measurement equipment and all other things required for carrying out the installation job industry practice and safety norms.
- BIDDER shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to BIDDER negligence shall be passed on BIDDER account.
- BIDDER shall complete the entire work and make all the systems operational (Supply, Installation, Acceptance and handing over to Bank within stipulated timeline mentioned in this RFP.
- There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and BIDDER should take back their equipment at their costs and risks. The test will be arranged by BIDDER at the sites in the presence of the officials of the Bank and / or its consultants



41. Infrastructure

BIDDER needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in this document and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by BIDDER.

However, the complete implementation, maintenance and support of the Solution shall be part of the scope of BIDDER.

As part of the technical proposal BIDDER needs to provide complete Solution details. BIDDER must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active-Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

BIDDER needs to accordingly provide as part of the technical solution the complete IT infrastructure sizing like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include

-
- List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
- Details of redundancy and security setup
- Application architecture along with a detailed diagram including the infrastructure setup.
- Implementation procedure / road map.
- Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

BIDDER is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Technical Requirement (Project Scope). The Bank is not responsible for any assumption made by BIDDER with respect to the sizing.

BIDDER will supply, implementation, maintain and support the complete Solution. BIDDER shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades.



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However, there should not be any additional cost to the Bank for any software or hardware upgrade during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by BIDDER

As part of the technical solution, BIDDER must provide the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. In the event the sizing proposed by BIDDER does not meet the performance / service levels of the Bank, BIDDER will at their cost carry out the necessary upgrades/ replacements. The Bank has the right to deduct/ recover from BIDDER, the required additional expenses which the Bank may incur on account of such upgrades/ replacements.

42. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. BIDDER should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

43. Technical Support

Technical Support services needs to be provided by the BIDDER for all in-scope applications. BIDDER needs to ensure following services as a part of Technical Support but not limited to:

- a) Product upgrades & enhancements
 - b) Maintenance releases
 - c) Statutory and Regulatory Updates
 - d) Patches & bug fixes
- Updates/Upgrades/New releases/New versions need to be notified to the Bank about the same and need to be covered as part of AMC / ATS. Upgrades would include product releases to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by the Bank.
 - Review on yearly basis for version upgrade of in scope applications and report to bank such details in advance along with plan for version upgrade. Intimate the bank for various technology upgrades released by OEM's along with feasibility & impact analysis. Also propose migration plan for technology upgrade due to OEM (Original Equipment Manufacturer) releases.
 - Planning and implementing version up-gradation, migration, testing of the application. In case bank engaging OEM directly for version upgrade, then BIDDER is required to carry out Program Management Responsibilities to ensure end to end completion of the activities. Post version upgrade, BIDDER is required to manage & support the application along with the IT hardware.



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- Develop / customization of in scope applications as per regulatory / statutory requirement.
- Mandates from various interchanges / information security/ enhancement / any other requirement.
- Patch management, release update and upgrade of in scope applications during the contract period, all update or upgrade needs to be done with concurrence of the Bank. BIDDER to ensure that necessary due diligence is carried out for pre-testing before releasing to UAT (User Acceptance Test)

Technical Support Team should be well trained to effectively handle queries raised by the User. Bank will provide the Service Desk tool for call logging and SLA management.

BIDDER should provide an indicative list of reports call login periodically for example: volume of calls / per day, resolution % per day etc. which come out of the box.

The price payable to BIDDER shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same.

- Handover Services
- BIDDER should ensure training for all the users at the time of UAT and BIDDER should be flexible to give training to the users as and when required/demanded by the bank at any point contract period.
- BIDDER shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the deliverables under this assignment. BIDDER shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for Solution.
- BIDDER shall provide licenses details for Solution. License means Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international.
- All the warranties held by or in the name of BIDDER shall be assigned or transferred "As is" in the name of the Bank. BIDDER shall execute any and all such documents as may be necessary in this regard.



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- The Parties shall maintain the secrecy of confidential information.
- BIDDER shall provide all other Services as may be agreed by the Parties in connection with the assignment.
- BIDDER recognizes that considering the enormity of the Assignment, the Handover Services listed herein are only indicative in nature and BIDDER agrees to provide all assistance and services required for fully and effectively handing over the Services provided by BIDDER under this assignment and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.
- Handover Process directly done by BIDDER / OEM. During this handover BIDDER would transfer all knowledge, knowhow and other things necessary for the Bank and / or its MSP to take over and continue to manage the Electronic platform.
- BIDDER agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank as would be required.
- Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this assignment, and BIDDER is expected to provide the same at no additional cost to the Bank. BIDDER needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of BIDDER at a later date for omission of services on the pretext that the same was not explicitly mentioned in the Project Scope.

IN WITNESS WHEREOF, each of Bank and Vendor has caused this Agreement to be signed and delivered by its duly authorized representative on the day, month and the year first written

For Indian Overseas Bank Signature	For Vendor Signature
Name:	Name:
Title:	Title:
Date:	Date:



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SCHEDULE A

1. Scope of Services/ Technical Specification/ Terms and Conditions:

As per referred Gem tender/ GEM TENDER/ PO terms and its subsequent amendments (if any).

2. Other terms and conditions:

- a) Vendor shall have a clear Disaster Recovery and Business Continuity Plan in place for support services and shall submit the BCP plan to the Bank. It is to be ensured that the BCP plan for Disaster recovery must have arrangements in different seismic zone
- b) Vendor / Service providers are responsible for the security of Bank/Customers data the service providers possess or otherwise store, process or transmit on behalf of the customer, or to the extent that they could impact the security of the customer's data environment.
- c) Vendor to do complete background check of the proposed engineers and give declaration to the Bank in this regard.
- d) Vendor has to submit a letter duly signed by his employees wherein the vendor will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.
- e) Vendor has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the vendor will be held liable for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing, either by the vendor or its employees or by both.