



**Bank's Responses to Pre-Bid Queries to  
RFP for APPOINTMENT OF RETAINER FOR REGULAR REVIEW AND ASSISTANCE IN DIRECT TAX COMPLIANCES  
(Ref No.: FAD-DT Cell / 209 / 2024-25 dated August 29, 2024)**

<b>Sr. No.</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query</b>	<b>Bank's reply / clarification</b>
1	Page 72	Article 9	The Retainer/ Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of- IDBI Bank. The Retainer shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Retainer before carrying out the said inspection or audit. The Retainer agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Retainer maintained by it pursuant to the Contract/ this RFP. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Retainer at any point of time.	Please clarify possible modification to reflect the following: "any audit/inspection shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (iii) any findings during the audit, shall be shared with Bank and be discussed and agreed mutually with Bank and bidder for its closure. (iv) Time window should be provided such as upto 3 years from the completion/ termination of the agreement"	RFP terms will prevail.
2	General			Please clarify that the term 'Director' as used in various places in the RFP refers to members of the firm's board of directors.	Kindly refer the corrigendum issued on " www.idbi.co.in" under tab "Notices and Tenders" on September 12, 2024

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query	Bank's reply / clarification
3	Page 73	Article 10		Draft agreement does not provide for any time period for the validity of the confidentiality clause. The non-disclosure agreement template also does not provide the tenure of the same. We understand that as per the standard terms, the tenure of such confidentiality agreement / requirements would be up to a maximum period of one year post the completion of the assignment and it will not have perpetual existence. We request you to kindly confirm our understanding.	RFP terms will prevail.
4	57-80	Annexure H Terms	General Terms & Conditions	Where any terms are not confirmed by our legal team - can we modify it to close on mutually agreeable terms?	RFP terms will prevail.
5	34	Annexure A Eligibility	The Bidder should have minimum average turnover of Rs.25 crore during the past 3 FYs ending on 31.03.2024 (Copies of audited financials)	We wish to highlight to the Bank that we follow a July-June financial year and we don't have the provisional or audited financial statements for FY 23-24. We request the Bank to please amend the clause to "The Bidder should have minimum average turnover of Rs.25 crore during the past 3 FYs ending on 31.03.2023 (Copies of audited financials)."	Kindly refer the corrigendum issued on " www.idbi.co.in" under tab "Notices and Tenders" on September 12, 2024

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query	Bank's reply / clarification
6	34	Annexure A Eligibility	The Bidder should have minimum average turnover of Rs.25 crore during the past 3 FYs ending on 31.03.2024 (Copies of audited financials)	For the best interest of the Bank, the Turnover for Providing Direct Tax Consulting services is more relevant to the scope of work than the Turnover such as Strategy Consulting, Technology Consulting, Management Consulting, Risk Consulting, etc.  We request the Bank to kindly amend the clause to: "The Bidder should have minimum average turnover of Rs.25 crore from providing the Direct Tax Consulting services only, during the past 3 FYs ending on 31.03.2023 (Copies of audited financials) "	RFP terms will prevail.
7	34	Annexure A Eligibility	Bidder should have been regular Direct Tax consultant for at least 5 years in Eligible Organizations on full time basis during April 01, 2014 to March 31, 2024	What does full time refer to?	Full time means a comprehensive or substantially comprehensive consultancy assignment on continuous basis.
8	36	Annexure B - Compliances - Point 1 (Scope)	Estimation/ Computation of Advance Income Tax obligations at prescribed intervals.	Whether the scope will involve preparation or only review of advance tax workings.	If the said work is assigned, successful bidder will be required to estimate/compute/review Advance Tax computation.
9	36	Annexure B - Compliances	Computation of Total Taxable Income or Revised Computation of Taxable Income with detailed analysis of any provision or section	Whether the scope will involve preparation or only review of computation of income.	RFP terms will prevail.

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		es - Point 2 (Scope)	under Income Tax Act along with any supporting case laws/ judgments.		
10	36	Annexure B - Compliances - Point 6 (Scope)	Computation of Contingent liability & Contingent Asset & related issues and examining the tax implications of referred transactions & related issues	<p>We are not clear on the computation of contingent liabilities/ assets - Request you to elaborate.</p> <p>Further, our scope will include computation of tax liability - Please clarify whether the scope will involve preparation or only review of contingent tax liability workings.</p>	<p>The Successful Bidder (SB) is not required to prepare the same from scratch but has to review the existing computation, policy and provide opinion on the tax position considered therein, as per the prevailing laws / judicial pronouncements/ industry practice and the orders received by the Bank. This inter-alia will involve one time perusal of historic documents and orders and Bank's Policy to evaluate the adequacy of the contingent liability computation made by the Bank.</p>
11	36	Annexure B - Compliances - Point 7 (Scope)	Assist in preparation and finalization of Tax Audit Report. Advice and guidance regarding the applicability of any clause or maintenance of data base for smooth completion of Tax Audit within due dates.	Please confirm that the scope only includes assistance in preparation/ reviewing and finalization of the Tax Audit report (by coordinating with the independent third party CA firm appointed by IDBI Bank) and the same is not required to be signed (as EY LLP does not sign Tax Audit report)	Tax Audit report would be signed by the Bank's Tax Auditor duly engaged for this purpose.

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12	36	Annexure B - Compliances - Point 8 (Scope)	Handling of various tax notices relating to Bank/ Bank's customers such as Section 133(6), 131A, 226(3) etc., including download and forward to Bank and drafting/ uploading of responses online within the prescribed timelines. Maintenance of MIS for the status of notices viz; receipt date, compliance date, pending with reasons and submission of an appropriate report on weekly basis.	What is the quantum of notices historically received on an annual basis?	To be shared only with Successful Bidder
13	36	Annexure B - Compliances - Point 9 (Scope)	Reconciliation of Form 26AS of IDBI Bank Ltd. /TDS certificates received by IDBI with the accounts maintained in this regard	What is the number of line items in Form 26AS historically?	To be shared only with Successful Bidder
14	37	Annexure B - Income-tax Proceedings - Point 4 (Scope)	Interaction and representation, as and when necessary with Commissioner of Income Tax (CIT), Chief Commissioner of Income Tax (CCIT), Central Board of Direct Taxes (CBDT), directly and/or through various forums on significant issues requesting executive clarification or intervention on legislative amendments.	Typically, representation services with the CBDT is separate arrangement and a separate fee is agreed for the same - Please confirm if the same is fine with IDBI. Our scope would be limited to providing assistance to identify areas of representation and liaise with industry forums (like IBA) to get the same incorporated in the industry representation.	RFP terms will prevail.

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15	37	Annexure B - Income-tax Proceedings - Point 6 (Scope)	Briefing the Counsel for appearing before Appellate Authority/ Tribunal as well as High Court and Supreme Court and drafting the case stating the facts and minutizing the discussion held with advocate or senior counsel	<p>If you could quantify the number of pending matters at CIT(A) &amp; ITAT &amp; HC &amp; SC levels</p> <p>Please confirm that the counsel shall be appointed by IDBI bank and fees for the counsel shall be paid separately by IDBI Bank directly to the counsel (over and above the fee to be paid to the Direct tax consultant). We are not permitted to act as a facilitator for such payments</p>	Relevant data would be shared only with Successful Bidder. Bank engages counsels separately for handling appeals.
16	38	Annexure B - Income-tax related matters - Point 1 (Scope)	Provide guidance/ opinion on Statement of financial transaction (SFT) queries, building and vetting the data extraction logics for reporting in the annual SFT Return in accordance with the guidelines/clarifications issued by CBDT from time to time.	Please confirm that the scope would be limited to providing comments on applicability of SFT reporting and manner of reporting etc - The scope shall not include assistance in extraction of data.	The scope does not include extraction of the data. For rest of the matter, RFP terms will prevail.
17	39	Annexure B - Income-tax related matters - Point 7 (Scope)	To provide guidance for any tax compliance related IT development or in procurement of tax related software(s)	Please elaborate on the said scope of work	As and when needed, successful Bidder would be required to assist/provide guidance in such activity.

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18	39	Annexure B - Income-tax related matters - Point 8 (Scope)	Provide legal and functional assistance in implementation of any software changes in Core Banking Solutions or any other software being used by Bank (if any or the litigation tool as above) necessitated on account of introduction of new Section or changes in law in Banking scenario.	Our scope will be restricted to liaising with the software vendor for implementation of changes in direct tax laws. Please confirm.	RFP terms will prevail.
19	39	Annexure B - Income-tax related matters - Point 12 (Scope)	Reviewing Form 15CA/CB/CC/CD, providing requisite guidance/support in relation to compliance thereof and Rule 37BB compliances	Please confirm the scope is restricted to review of the said forms and there is no requirement to sign or upload the same (as we cannot issue/ sign such forms)	RFP terms will prevail.
20	39	Annexure B - Income-tax related matters - Point 12 (Scope)	Two or more Qualified Chartered Accountants for overall control, coordination, liaison of the said Assignment. They shall have minimum 2 years post qualification experience and practicing Direct Tax matters. They shall be continuously/as per need available at IDBI Office for executing the Assignment.	Please confirm that the availability of the 2 qualified CAs (with more than 2 years of work experience) on call/ virtually on need basis shall suffice?  Additionally, the presence of said 2 CAs in IDBI office shall be only on need basis - Please also clarify the frequency of the same	RFP terms will prevail.
21	64	Article 3 - Payment and Payment Terms	No additional fees or reimbursement of travel/halting expenses will be done if any travel/halting is involved to IDBI Bank Office or to the Income tax Department Office (across India) in execution of the aforesaid activities.	Please confirm, if the Out of pocket expenses on actuals will be charged if backed by backed by invoices	RFP terms will prevail. No Out of Pocket expenses shall be reimbursed.

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22	50	Annexure F - Point 3	Tax Audit of Eligible Organizations under Income Tax Act, 1961 handled/ handling for Banks in last three FYs	Please clarify whether the same means review of tax audit and not issuance of tax audit report	Tax Audit assignments under Income Tax Act would be considered.
23	83-86	Annexure J - Format of Non-Disclosure Agreement (NDA)		The agreement states the following: 1) The obligations of this clause shall survive the expiration, cancellation or termination of the Contract 2) The agreement states that the provisions hereunder shall survive termination of the contract Ideally, the NDA is effective only till the engagement letter is signed and accordingly, can this clause be modified?	RFP terms will prevail.
24	99-102	Annexure O - Clause 1 - Deed of indemnity	The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, representatives , agents and employees and keep them indemnified from and against any costs, damages, claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant or any third parties or liabilities of any kind howsoever suffered for any reason whatsoever or by anybody claiming under them or otherwise	The said clause is too broad and covers damages to all parties at all times (including with respect to IPR like patents, trademarks, logo) - Typically, our legal does not agree to such wide coverage and accordingly, let us know we can mutually agree to modify this clause?	RFP terms will prevail.



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			for any losses, damages or claims arising out of all kinds of accidents, fire, destruction, deliberate or claim arising due to infringement of Intellectual Property Rights including but not limited to patent, trademark, logo, copy-rights or industrial drawings and design arising from use of the services or any part thereof otherwise, direct or indirect, from those arising out of violation of applicable laws, Representative Duly authorized to sign for and on behalf of Bidder. Regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.		
25	99-102	Annexure O - Clause 9 - Deed of indemnity	Client (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, under any statute, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement relating to the Services. However, the Client shall be entitled to recover from the consultant / bidder such loss of profits, data or goodwill or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising due to any fault/ negligence / mistake of the Consultant / Bidder	The said clause is too broad and covers indirect damages too - Typically, our legal team does not agree to such wide coverage and accordingly, let us know we can mutually agree to modify this clause?	RFP terms will prevail.

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query	Bank's reply / clarification
26	51	Annexure X - Clause 5 Technical Evaluation	Average turnover of the firm during preceding 3 FYs (since FY 2021-22)	We wish to highlight to the Bank that we follow a July-June financial year and we don't have the provisional or audited financial statements for FY 23-24. We request the Bank to please amend the clause to "Average turnover of the firm during preceding 3 FYs (since FY 2020-21)."	Kindly refer the corrigendum issued on " www.idbi.co.in" under tab "Notices and Tenders" on September 12, 2024
27	51	Annexure X - Clause 5 Technical Evaluation	Average turnover of the firm during preceding 3 FYs (since FY 2021-22)	For the best interest of the Bank, the Turnover for Providing Direct Tax Consulting services is more relevant to the scope of work than the Turnover such as Strategy Consulting, Technology Consulting, Management Consulting, Risk Consulting, etc.  We request the Bank to kindly amend the clause to: " Average turnover of the firm for direct tax consulting services during preceding 3 FYs (since FY 2020-21) "	RFP terms will prevail.
28	2, 15	Schedule of Events, Bid Process, clause 8.4	Last date and Time for Bid Submission (including Technical and Financial Bids)	The last date and time for Bid submission at page 2 of the RFP has been stated as "September 19, 2024 up to 16.00 hours". However, at page 15, para 8.4, it has been stated as under: "In the event, the Bidder is sending the Bid documents through courier or by post, the Bidder has to	Kindly refer the corrigendum issued on " www.idbi.co.in" under tab "Notices and Tenders" on September 12, 2024

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				<p>ensure that the Bid documents is delivered to the designated officer and department of the Bank as mentioned above latest by 4.00 PM on September 20, 2024 failing which, the Bank shall not be held liable to accept the Bid. The Bank will not be responsible for any postal/ courier delay.”</p> <p>What is the last date and time for Bid Submission?</p>	
29	34	Annexure A- Point no. 5	The Bidder should have domain knowledge in relevant aspects of Information Technology with at least 2 Partners / Qualified CAs having passed DISA/ CISA and have adequate knowledge in IT aspects of Banks	The engagement is for Retainer for Direct Tax Compliances. Kindly clarify on the requirement of holding Information Systems Audit qualification in the form of DISA and CISA for Direct Tax Compliances services. Kindly clarify what will be the implication if the Bidder Engagement Partners do not have DISA /CISA certification.	RFP terms will prevail.
30	35	Annexure A Point no. 10	The Bidder should have minimum average turnover of Rs.25 crore during the past 3 FYs ending on 31.03.2024 (Copies of audited financials)	We do not share audited financial statements of the Firm. Would a Certificate from the Auditors for minimum average turnover be sufficient?	Kindly refer the corrigendum issued on " www.idbi.co.in" under tab "Notices and Tenders" on September 12, 2024
31	35	Annexure A – point no. 11	Bidder should have in-house / third party software for managing Tax notices /forms /workings /processes along with latest technologies	We presume that no license of this software is to be given to the Bank.	The presumption is correct.

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32	36	Annexure B – Scope of Work – Point no. A. 7	Assist in preparation and finalization of Tax Audit Report. Advice and guidance regarding the applicability of any clause or maintenance of data base for smooth completion of Tax Audit within due dates	If the Bidder uses a tool for this purpose the license for the tool will not be given to the Bank. Whether data will be shared by the Bank in the format as required by the Bidder.	RFP terms will prevail.
33	36	Annexure B – Scope of Work – Point no. A. 8	Handling of various tax notices relating to Bank/ Bank's customers such as Section 133(6), 131A, 226(3) etc., including download and forward to Bank and drafting/uploading of responses online within the prescribed timelines. Maintenance of MIS for the status of notices viz; receipt date, compliance date, pending with reasons and submission of an appropriate report on weekly basis.	What is the average number of notices received under section 133(6), 131A, 226(3) etc., by the Bank, What are the number of resources of the Bank available to the Bidder?	To be shared only with Successful Bidder
34	36 and 37	Annexure B – Scope of Work – Point no. A. 9	Reconciliation of Form 26AS of IDBI Bank Ltd. /TDS certificates received by IDBI with the accounts maintained in this regard which inter-alia shall include the following :- a. Facilitate reconciliation of mismatches between Form 26AS and TDS accounted in books by adopting various methodologies /analytics of Exact Match, aggregation/force match at PAN level of the deductors etc. Frequency of matching exercise should be on quarterly basis or at earlier frequency as may be mutually decided for optimal results. b. TDS MIS with full details of carry forward to subsequent years in the ITR Format (Details of TDS for reporting as required in ITR). c. Prepare Income/expense	If the Bidder uses a tool for this purpose the license for the tool will not be given to the Bank. Whether data will be shared by the Bank in the format as required by the Bidder.	RFP terms will prevail.

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query	Bank's reply / clarification
			reconciliation and TDS/TCS reconciliation in books and TDS/TCS certificate/Form 26AS and submit quarterly report of status of reconciliation.		
35	39	Annexure B – Scope of Work Point no.C.8	The scope states as under Provide legal and functional assistance in implementation of any software changes in Core Banking Solutions or any other software being used by Bank (if any or the litigation tool as above) necessitated on account of introduction of new Section or changes in law in Banking scenario	Since the RFP is for Direct Tax Compliance assistance, we will not be providing any legal and technical (software) implementation related support or scope of work. Therefore, kindly clarify the nature of coverage of “ <i>legal and functional assistance in implementation of any software changes</i> ” expected by the Bank.	It is clarified that, in connection with any amendments in Income Tax and related laws that need be implemented, successful Bidder is required to assist in legal and functional areas which broadly encompasses interpretation of law, logic development, validations, reviews, etc.
36	39	Annexure B – Scope of Work - Point no. C.10	The Scope states as under: Provide guidance and assist in maintenance of Direct Tax MIS and automation thereof. Advise on legal formalities w.r.t. registrations, amendment thereof under Income Tax Act	Please clarify what does guidance on automation of Direct Tax MIS entail. Whether this can include license of a technology tool such as litigation tool, etc. by the Bidder to the Bank? What does “legal formalities” entail?	RFP terms will prevail.
37	39	Annexure B – Scope of Work - Point no. C.12	The Scope inter-alia includes the following: “Reviewing Form 15CA/CB/CC/CD, providing requisite guidance/support in relation to compliance thereof and Rule 37BB compliances	Pl confirm that the scope of work does not include issuance of Form 15CB and the same will be obtained by the Bank from an independent Chartered Accountant, other than the Bidder. What are the average number of Form 15CA/15CB in case of the Bank?	RFP terms will prevail. Data would be shared with Successful Bidder only.

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38	57	Annexure H – Draft Agreement	Draft template of THE AGREEMENT BETWEEN THE BANK AND THE RETAINER FOR REGULAR REVIEW AND ASSISTANCE IN DIRECT TAXES (DT) COMPLIANCES	Kindly confirm whether these terms can be modified or deviated from, and whether any such modifications need to be submitted at the time of bidding or can be discussed only after winning the bid.	RFP terms will prevail.
39	95	Annexure I– Information security Certificate		Whether this certificate is to be given along with the Technical Bid or is this Annexure to be provided only by the selected Bidder?	We clarify that, this certificate is to be given by the successful bidder only.

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