



HO:Technology Management Dept

REF: HO:TMD:PG: 309 :2011-12 DATED : 17.09.2011

REQUEST FOR EXPRESSION OF INTEREST (EOI)

FOR

APPOINTMENT OF CONSULTANT

FOR

CRM AND ENTERPRISE-WIDE DATA WAREHOUSE PROJECT

Dated : 17.09.2011

**Date of Pre-Bid Meeting: 26.09.2011(12.00 Noon)**

**Last Date for Submission of BID: 17.10.2011 (4.00 P.M.)**

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**1 Introduction**

**Indian Bank**, a premier nationalised Bank having its Head Office in Chennai has national presence with more than 1920 computerised branches apart from 30 administrative Zonal Offices and 12 training centres. The Bank has its international presence in Singapore, Jaffna and Colombo. Total business handled by the Bank is over Rs. 1,92,000 crores as on 30.06.2011.

The Bank has achieved 100 percent Core Banking Solution using 'BANCS' software developed by M/S Tata Consultancy Services and entire bank's business is covered by the CBS branches.

The Bank has been a front runner in specialised banking and a leader in Rural development. The Bank has introduced Maestro Debit cards and Visa Credit cards. The Bank has brought out an exclusive Credit card for the common man, namely Bharat Card, the first of its kind in the banking industry. Bank has launched IB Swarna Mudra, a scheme for sale of 24 carat, 999.9 pure Assay certified gold coins.

The Bank has Wealth Management Services as a value added service for its HNI & Corporate clients in Chennai and is planning to expand the services all over India. Through Wealth Management Services, Financial planning and advisory services are being provided to the clients based on factors like their individual risk-reward profile, time horizon, financial goals etc, on a non-discretionary basis.

Indian Bank intends to build an Enterprise-wide Data Warehouse (EDW) with Business Intelligence (BI) Solution covering all the business areas of the Bank to provide better access to information for decision support system, besides providing data for statutory reporting and MIS for the bank. **Indian Bank intends to appoint a consultant for selection of the System Integrator (SI) and implementation of the EDW and CRM solution.**

Interested eligible consultant may obtain further information from Indian Bank, at the address given below and inspect the bidding documents from Indian Bank at the address given below from 10.00 to 17.00 hours on all days from Monday to Friday and from 10.00 to 14.00 hours on Saturdays.

**The Assistant General Manager**  
**Indian Bank**  
**Head Office: Technology Management Dept**  
**66 Rajaji Salai**  
**Chennai, PIN 600 001, India.**

**E-Mail- [hotmd-software@indianbank.co.in](mailto:hotmd-software@indianbank.co.in)**

**2 Eligibility Criteria**

Only those consultants (Firm/Company) who fulfill the following criteria are eligible to respond to the EOI. Offers received from the consultants who do not fulfill all or any of the following eligibility criteria are liable to be rejected.

<b>Sl. No</b>	<b>Criteria</b>	<b>Documents Submitted as a proof / declaration</b>
<b>1</b>	Should be willing to work with the Bank throughout the lifecycle.	Declaration from the Authorised Signatory
<b>2</b>	Should be in the business of consultancy service for at least 5 years and have the industrial experience of 15 years or more	Certificate from organization where consultancy services have been provided
<b>3</b>	The consultant should have provided consultancy services and project management on implementation of Enterprise wide Data Warehouse, OCRM and ACRM during the last five years for at least one large bank / financial organization. Consultancy experience in this area for more banks will have better weightages	Certificate from bank /financial organization where they have implemented EDW (including CRM is a plus)
<b>4</b>	The consultant should have IT and banking domain expertise profession in their rolls / Pay rolls.	Bio data of professionals as per Annexure D and Annexure E
<b>5</b>	Overseas projects for EDW, OCRM and ACRM implementation in financial sector (Optional Eligibility)	
<b>6</b>	The Name of the person(s) who have been allotted to the project should not be disturbed and the willingness on the part of the consultant are must for the selected person. He/She should maintain strict confidentiality of the Bank's principles / practices and not disclose them.	The selected vendor has to give the declaration.

### **3 Requirement Description**

#### **3.1 Scope of Work**

The Indian bank is looking for a consultant who can provide professional objective and impartial advice to the bank on the best practice in EDW technologies including hardware, software and services for building up the EDW.

EDW is expected to be a single point of source for all current and future analytical applications thus our various existing applications and any additional applications that might be acquired in future course must be interfaced with the Data Warehouse. The expected period for successful implementation is around 24-30 months.

The consultant is expected to have thorough understanding of the principles and practices of EDW in Indian context with knowledge of regulatory and supervisory guidelines issued by authorities or agencies.

The scope of works includes

- ✓ Accurately identifying the business information that must be contained in the Warehouse
- ✓ Identifying , prioritizing and managing the scope of our business, in each subject area to be implemented into EDW which will be achieved by discussing with all our business departments including heads on an iterative basis
- ✓ Determining the functionality required from the EDW, operational CRM, analytical CRM, predictive analytics after ACRM and other applications.
- ✓ CRM software which was procured by our bank has to undergo a depth study whether it will suit to the current requirements and take necessary steps to emulate a suitable OCRM and ACRM for our bank.
- ✓ Developing a scalable architecture to serve as the Warehouse's technical and application specifications, foundation, identifying and selecting the hardware / software / middleware components to implement it.
- ✓ Defining network, data architecture and security framework.
- ✓ Should also provide work-flow audit certificates and post implementation process audit certificates for the entire implementation
- ✓ Facilitate to obtain audit certificates for performance at all levels / after all installations
- ✓ Required RFP has to be designed and evaluated
  - Defining and identifying essential fields and parameters for data cleaning.
  - Implement a feasible methodology within the bank for data cleaning task along with the required service tools either with in-house or with procurement.
  - Procurement of EDW Solution
  - ETL tool to extract the data from our various applications like CBS, Exim Bills, FI, CRISIL, DMAT, Credit card Software, Treasury, AML, MIS TELOSTO, Internet Banking, and TBC legacy applications etc.
  - Related Hardware, storage and all the related accessories to be procured with sizing.
  - End to end Business Intelligence tools for reporting, query analysis and dash boards.
  - Generic and very effective data mining / analytics tools or an effective ACRM

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- solution that involves sophisticated predictive analytics / data mining algorithms.
  - Business workflow solution for integrating various application of our bank.
  - Customer lifetime value, customer identity, location, product, behaviour study etc with profit analysis channels.
  - Data Gaps has to be identified and the methodologies to be integrated.
  - Document the requirements for Integration of newer databases / applications.
  - Integrate with various databases (if provided) by the various bodies and provide scope for regular updates and feeds.
- 
- ✓ Proposals to be evaluated from the System Integrators / Vendors and short listing them for reverse auction.
    - Recommend a suitable software which must be most cost effective, most sustainable
    - Choose BI which is the richest in functionality and offer excellent value for money.
    - Long term support and product upgrades must be ensured.
  - ✓ Preparing and finalizing the agreement between the Bank and the System Integrators / Vendors
  - ✓ Co-ordinate with the System Integrators / Vendors for finalising the Logical Data model / System Requirement Specifications proposed for EDW.
  - ✓ Guiding / helping the bank in implementation of the EDW project in installation and commencement.
  - ✓ The EDW project should be able to implement into smaller modules and able to project the ROI to top management after every implementation.
  - ✓ Derive the needs for CRM and prioritize for the Bank in consultation with the Top Management and to integrate / procure the OCRM as well as ACRM
  - ✓ Establishing a Data Warehouse Help Desk for the branches and top management to get the day today information as well as dash board form of data about the customers.
  - ✓ Training users to effectively utilize the desktop tools
  - ✓ Providing user-friendly, powerful tools at the desktop to access the data in the Warehouse
  - ✓ Educating the business community about the realm of possibilities that are available to them through Data Warehousing.
  - ✓ Establishing processes for maintaining, enhancing, and ensuring the ongoing success and applicability of the Warehouse
  - ✓ Establishing a refresh program that is consistent with business needs, timing and cycles
  - ✓ The Consultant must provide a site visit for Indian Bank expert committee to their organisation before finalizing the BID.
  - ✓ Consultant must conduct business process reengineering (BPR) exercise for smooth and seamless transition from product centric mindset to customer centric mindset.
  - ✓ Any other relevant activities required for total implementation of CRM and Data Warehouse.

### **3.2 Terms of Execution of Work**

The consultant is expected to swiftly guide the Bank and ensure that the EDW is successfully built and made functional in the required time frame and in a cost effective manner.

The contract with the consultant will be for a period of **30 months**. It is anticipated that all the tasks listed under scope of work and other required activities in the process of setting up the EDW will be completed within **25 months**. However, the Bank, at its option may extend the consultancy for further period, depending on its requirements.

The first milestones(ref 4.22) time line starts from the date of purchase order / instruction date and the subsequent time limits for the next milestone or any other milestone activity should start from the date of instruction from the bank.

In case the EDW project implementation is not completed within the required time frame, the Bank reserves its right to levy liquidated damages as prescribed in clause 4.24.

### **3.3 Confidentiality**

The consultant will be exposed, by virtue of the contracted activities, to internal business information of Indian Bank, affiliates, business partners and /or customers. The consultant would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the proposed EDW in any form. The consultant must safeguard the confidentiality of the bank's business information, applications and data.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. The bank may apart from blacklisting the consultant, initiate legal action against the consultant for breach of trust.

The consultant shall also not make any news release, public announcements or any other reference on EOI or contract without obtaining prior written consent from the Bank.

### **3.4 Restrictions**

The consultant must provide professional, objective and impartial advice and at all times hold the Bank's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

Consultant shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Banks, or that may place them in a position of not being able to carry out the assignment in the best interest of the bank.

**The selected consultant will not be able to participate in the RFP process for procurement of EDW of the Bank.**



**4 Response Guidelines****4.1 EOI Fees**

EOI document can be purchased against payment of Rs. **2,000/-** in the form of a demand draft / Pay Order / Banker's Cheque issued by a scheduled commercial bank favouring Indian Bank, payable at Chennai.

Alternatively the EOI document can be downloaded from the Bank's website [www.indianbank.in](http://www.indianbank.in). However, consultant will have to pay, at the time of submission of their offer, a non-refundable fee of Rs. **2,000/-** in the form of a demand draft / Pay Order / Banker's Cheque issued by a scheduled commercial bank favouring Indian Bank, payable at Chennai.

In the event of non-payment of the fee of Rs. **2,000/-** towards the EOI document the offer will not be opened/considered.

**4.2 Earnest Money Deposit**

Earnest Money Deposit of Rs. 2.00 lakhs in the form of a demand draft / Pay Order / Banker's Cheque favoring Indian Bank, payable at Chennai or Bank Guarantee valid for 180 days favouring Indian Bank, HO:TMD to be submitted along with the offer.

The Earnest Money Deposit must be submitted along with technical offer. In the event of non-submission of the Earnest Money Deposit of Rs. 2.00 lakhs, the proposals will be rejected.

The Earnest Money Deposit will be refunded to the unsuccessful respondents only after completion of the bid process.

No interest will be payable on the Earnest Money Deposit.

The Earnest Money Deposit of the finally selected consultant would be retained as retention money during the tenure of the assignment.

The Earnest Money Deposit amount will be forfeited if the selected consultant refuses to accept assignment or having accepted the assignment, fails to carry out his obligations mentioned therein.

**4.3 Pre-bid Meeting:**

- a. A pre-bid meeting is scheduled to be held at the following address at 12.00 Noon IST on **26.09.2011**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank  
Corporate Office  
254-260, Avvai Shanmugam Salai  
Royapettah  
Chennai, PIN 600 014.**

- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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- c. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting. Queries/clarifications would not be entertained over phone.
- d. All queries and clarifications must be sought in writing or sent to the following email address:  
  
**Email Id: hotmd-software@indianbank.co.in**
- e. 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 our web site and email will be sent to the bidders who attended the pre-bid meeting.

**4.4 Amendment to the EOI Document**

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the EOI Document by amendment

The Bank may amend any of the EOI terms, which would be communicated /indicated on the website. The amendment so carried out will be binding on all the consultants. It will be assumed that amendments contained in such addendums have been taken into consideration by the consultants in their offers.

At any time prior to the opening of the commercial bids, the Bank may seek resubmission of the proposals as per the Bank's requirements. In such case, the consultant should resubmit the proposals as per the Bank's requirements and such resubmitted proposals should remain valid for a period of not less than 180 days from date of the resubmission.

**4.5 Technical Offer**

The Technical offer should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However Technical Offer should confirm that all required rates have been quoted in Commercial Offer, without showing the actual amounts in the Technical Offer.

It is mandatory to submit all the details in the prescribed formats duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details.

The Technical Offer must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.

The Technical Offer should comprise of following:

1. Covering letter (Annexure A).
2. Consultant Profile (Annexure B).
3. Documents for Eligibility Criteria (Annexure C).
4. References (Annexure D) duly filled in with photocopies of required certificates / documents / proof should be attached.
5. Bio Data with qualifications and experience of Banking Professionals who are on the permanent rolls of the organisation (Annexure E).

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6. Bio Data with qualifications and experience of IT professionals who are on the permanent rolls of the organization (Annexure F).
7. List of documents submitted for scoring of marks as per evaluation criteria (Annexure H).
8. Description of the methodology and work plan for performing the assignment as well as the work schedule.
9. Team composition and task assignment for the proposed assignment.

**4.6 Commercial Offer**

The complete price schedule should be submitted only in the Commercial Offer as per Annexure G addressed to

The Assistant General Manager,  
Indian Bank,  
Corporate Office,  
Expenditure Dept,  
254-260 Avvai Shanmugam Salai,  
Royapettah,  
Chennai – 600 014

in separate sealed cover duly super-scribed "**Commercial Offer for APPOINTMENT OF CONSULTANT FOR CRM AND ENTERPRISE-WIDE DATA WAREHOUSE PROJECT**". Please note not to change the format of the Commercial Offer. Price must be quoted only in Indian Rupees. The price quoted should be inclusive of the charges/fees, Travel Expenses, Hotel Expenses, other expenses related to this project, all applicable taxes, duties, levies, charges etc as per Annexure G.

**4.7 Erasures or Alterations**

All details must be completely filled up. The corrections or alterations, if any should be authenticated. In case the corrections/alterations are not properly authenticated, the offer will be rejected.

**4.8 Offer Validity period**

The proposal must be valid for a minimum of **180 days** from the last date of proposal submission. Responses must clearly state the validity of the bid and its explicit expiration date. The bank reserves the right to ask the Bidders for extension of bid validity.

**4.9 Deadline for submission of Bids:**

Deadline for bid submission is **17.10.2011, 16.00 hours IST**

In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

- (a) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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- (b) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will summarily be rejected and returned unopened to the Bidder.

**4.10 Opening of Offers by Purchaser**

- a. The Technical bids (PART-I consist of Annexure-A, B, C, D, E, F & H) will be opened in the presence of Consultants' representatives.
- b. Technically qualified Consultants alone will be informed to participate in the opening of Commercials(Part II – Annexure G).
- c. The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

**4.11 Clarification of Bids**

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted

**4.12 Evaluation Process**

The Technical offers submitted by the consultants will be evaluated only if they fulfill the eligibility criteria as per paragraph 2 above.

The evaluation process for short listing of Consultant will be based on the evaluation matrix given in paragraph 4.13 below.

All consultants who obtain a minimum of 70% marks or more will be informed about opening of Commercials.

The decision of the Bank in this regard shall be final.

**4.13 Performance Security:**

On receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security (10 % of Order value for a minimum period of 36 months) in the form of Bank Guarantee from a Commercial Bank in India in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents.

Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids without assigning any reason.

**4.14 Purchaser's right to accept any bid and to reject any or all bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder.

**4.15 Signing of Contract**

At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

Within 10 (ten) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

**4.16 TERMINATION FOR DEFAULT**

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

if the Supplier fails to deliver the service within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or

if the Supplier fails to perform any other obligation(s) under the Contract.

If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**4.17 TERMINATION FOR CONVENIENCE**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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The Goods/services that are complete and ready within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect :

to have any portion completed and delivered at the Contract terms and prices;  
and / or

to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/Services and for materials and parts previously procured by the Supplier.

**4.18 SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined

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by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

Notwithstanding any reference to arbitration herein,

1. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
2. the purchaser shall pay the supplier any monies due to the supplier.

**4.19 APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

**4.20 Negotiation**

The Bank reserves the right to further negotiate on the price offered, with the L 1 Consultant under exceptional circumstances.

**4.21 Evaluation Metrics**

<b>Sl. No.</b>	<b>Criteria Description</b>	<b>Rules for awarding Marks</b>	<b>Max. Mark</b>
1	No of years of providing consultancy services	Minimum 3 marks and 0.5 mark for every additional year more than 5 years	10
2	No of Banking domain experts on the payroll of the organization on permanent basis with EDW experience	1 mark for every two experts	5
3	No of IT professionals on the pay rolls of the organization on permanent basis with EDW experience	1 mark for every 5 IT professionals	5
4	No of <b>**large banks / financial organizations</b> to which the consultant has provided consultancy services on EDW during the last 3 years.	5 marks for every large organization	15
		2 marks for small organization.	10
5	No of organizations other than banks / financial organizations to which the consultant has provided consultancy services on EDW during the last 3 years.	2.5 marks for every large organization	10
6	No of organizations where consultant has provided end to end project management for EDW during the last 3 years.	3 marks for every large organization	15
7	Turnover of the consultant organization	1 mark for every 10 crores	5
8	No of organizations to which the consultant has provided consultancy services on CRM during the last three years.	5 marks for every organization	25
9	Office in Chennai	5 marks if Yes	5
10	Responses from reference sites	E-mails will be sent to reference sites of banks / financial organizations and they will be requested to rank the consultant on a scale of 1 to 10. 2 marks will be assigned for each rank above mean.	20
11	Presentations and evaluation by internal committee	Marks will be assigned by an internal committee based on the methodology and work plan, team composition and presentations	75
<b>Total</b>			<b>200</b>

**\*\*Large Banks:** Total business as on 31/03/2011 is above one lakh crores.



**4.22 Milestones**

The milestones and the time frames in which the milestones are to be completed are as follows:

Mile stones	WORK TO BE COMPLETED		Deliverables	Time Line
	Milestones Points for payment releases	Scope to be completed with metrics		
1	<ul style="list-style-type: none"> <li>▪ Requirement Study for EDW and CRM with all our strategic heads /teams and outlining the architecture and functionalities required for Enterprise Data Warehouse along with Data cleaning and Data integration tools.</li> <li>▪ Defining the Enterprise wide Data warehouse architecture</li> <li>▪ Identification of a suitable EDW and Business Intelligence solution</li> <li>▪ Defining the Network architecture</li> <li>▪ Defining the EDW security architecture               <ul style="list-style-type: none"> <li>▪ Preparing the RFP for procurement of the Data Cleaning and Data integration tools, EDW &amp; BI solutions etc</li> </ul> </li> </ul>	<p>Determine the Banks need from EDW and CRM</p> <p>RFP can be single or more in number depending on the priorities of executions</p>	<p>Requires Document</p> <p>Document on EDW architecture</p> <p>Document on the comparison / analysis made and the EDW , BI identified</p> <p>Document on NW architecture</p> <p>Document on EDW security architecture.</p> <p>RFP Documents</p>	4 Months
2.	<ul style="list-style-type: none"> <li>▪ Evaluate the data cleaning to be done with in-house or with the</li> </ul>	Analyze the data quality of our bank, propose and	Evaluation Report	3 months

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	<p>proposals from vendors.</p> <ul style="list-style-type: none"> <li>▪ Assist the bank for a suitable solution.</li> <li>▪ Evaluate the existing CRM in bank and its implementation.</li> </ul>	implement a suitable solution.		
3	<ul style="list-style-type: none"> <li>▪ Evaluating the proposals received from the system integrators for EDW &amp; BI.</li> <li>▪ Assisting the bank for short listing them, metrics to be automated for easy decisions and arrive at the commercials by price discovery and negotiation.</li> <li>▪ Assisting bank for SLAs to be finalized with the SI's / vendors</li> </ul>	<p>Presentations from all vendors to be done preferably at a suitable place to analyze its capabilities</p> <p>Evaluations to be done and order to be given to the selected vendor</p>	Evaluation Report	3 months
4	<ul style="list-style-type: none"> <li>▪ Assist the bank in getting the architecture, system Requirement specifications and the workflow of the implementation for our bank by the proposed SI / Vendor.</li> <li>▪ Helping the Bank in benchmarking the Hardware and Software as well as in Installation and configuration.</li> <li>▪ Data extraction and loading using ETL from all the sources and it should support the Middleware components.</li> <li>▪ Defining UAT plan and methodology. Reviewing the UAT results and suggests corrective measures. Assist bank in the User Acceptance Sign off.</li> </ul>		<p>Get the required document of proposed Architecture, SRS, Workflow from SI / Vendor</p> <p>UAT Plan</p> <p>Progress Report On monthly basis.</p>	12 months

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	<ul style="list-style-type: none"> <li>▪ Assisting the bank in End to End implementation of the EDW and BI.</li> <li>▪ Manage the project and monitor the implementation stage by stage and ensure successful implementation of the project.</li> <li>▪ To draw a training plan based on the solution requirements.</li> </ul>		Technical Document, Training plan, End User Manual.	
6	<ul style="list-style-type: none"> <li>▪ Checking for minimum of 10 days of successful runs and confirming the replicability and presentation screens and finalizing key result areas required by the top management dashboards.</li> <li>▪ Commencement of live operations on Operational and Analytical CRM.</li> </ul>		Progress Report	2 month
7	<ul style="list-style-type: none"> <li>▪ Commencement of data mining; continuous website updating, Auditing and real time updating along with the normal working of EDW and CRM</li> <li>▪ Provide the acceptable matrices for our bank to reach the ROI.</li> <li>▪ Any other relevant activities required for total implementation of CRM and Data Warehouse.</li> </ul>	Conforming to the specifications provided by the RFP developed as part of this contract and checking the final outcome as part of this EOI	ROI metrics.	FINAL PAYMENT 1 month

**4.23 Payment Terms**

The Terms of Payment will be as follows:

No Advance Payments is /are permissible. All payments will become due on the completion of the milestone or the period, whichever is later. The payments will be made in the order provided below and will not supercede, even if the milestone has been reached in advance,

- 10% on completion of Mile stone 1
- 10% on completion of Mile stone 2
- 15% on completion of Mile Stone 3
- 15% on completion of Mile stone 4
- 15% on completion of Mile stone 5
- 15% on completion of Mile stone 6
- 20% on completion of Mile Stone 7

**4.24 Order Cancellation and Liquidated Damages**

If the consultant fails to complete the assignment as per the time lines prescribed in the EOI and the extensions if any allowed, it will be a breach of contract.

The Bank reserves its right to cancel the order in the event of delay and forfeit the Performance Guarantee as liquidated damages for the delay.

**4.25 Response Submission**

**Interested consultants are requested to submit their offers in two parts - Technical Offer (Part-I consist of Annexure A, B, C, D, E, F & H) & Commercial Offer (Part-II consist of Annexure G).** Both the parts must be submitted at the same time giving full particulars as per the prescribed formats, in separate sealed covers duly super-scribed "Technical Offer for APPOINTMENT OF CONSULTANT FOR CRM AND ENTERPRISE-WIDE DATA WAREHOUSE PROJECT" and "Commercial Offer for APPOINTMENT OF CONSULTANT FOR CRM AND ENTERPRISE-WIDE DATA WAREHOUSE PROJECT" and both the envelopes should be kept in one sealed envelope and dropped in the box provided at the following address, after noting down in the register meant for the purpose and duly authenticated by the official concerned on or before 16.00 hours on 17.10.2011.

The Assistant General Manager,  
Indian Bank,  
Corporate Office  
Expenditure Dept  
254-260 Avvai Shanmugam Salai  
Royapettah  
Chennai – 600 014.

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The Technical offers and Indicative Commercial offers must be accompanied by EOI document fees of Rs. 2,000/-, if not already paid, and Earnest Money Deposit of Rs. 2.00 lakhs.

No offers received after this time and date will be entertained. Offers sent through courier/post will not be considered. In case of the designated day being declared to be a public holiday, the same may be extended to next working day.

The consultants should also submit a soft copy of their technical offer document in MS-Word 2003 / 2007 and PDF formats on a CD, superscribing "Soft copy of technical offer for consultant for EDW and CRM Project" along with their offers. In case of any discrepancy between the soft copy and the hard copy of the offers the hard copy would be treated as the authorised version.

Documentary proof must be submitted for all the claims made by the consultant.

The Bank reserves the right to accept/reject any or all offers submitted in response to this EOI without assigning any reason whatsoever.

The technical offers will be opened at **16.30 hours on 17.10.2011** at the above address. The representatives of the consultants are requested to be present for the opening of the technical offers. **No separate intimation will be given in this regard to the consultants.**

**All pages should be signed by the Authorised Official with seal.**

**5 Annexures**

**5.1 Annexure A (Covering Letter)**

**(Letter to the Bank on the consultant's letter head)**

To

The Assistant General Manager,  
Indian Bank  
Corporate Office  
Expenditure Dept  
254-260 Avvai Shanmugam Salai  
Chennai – 600 014.

Dear Sir,

Sub: **Your EOI for APPOINTMENT OF CONSULTANT FOR CRM AND ENTERPRISEWIDE DATA WAREHOUSE PROJECT.**

With reference to the above EOI, having examined and understood the instructions, terms and conditions forming part of your above EOI, we hereby enclose our offer to provide our services for Enterprise wide Data Warehouse Project as detailed in your above referred EOI.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred EOI.

We also confirm that the prices offered shall remain fixed for a period of 180 days from the last date for submission of offer.

We also understand that the Bank is not bound to accept the offer either in part or in full. If the bank rejects the offer in full or in part the Bank may do so without assigning any reasons therefor.

Yours faithfully,

Authorised Signatories  
(Name, Designation and Seal of the Company)

Place:

Date:

**5.2 Annexure B (Consultant Profile)**

S.No.	Description	Details	Documents attached as proof
1	Name of the Company/Organisation		--
2	Please provide details of ownership: Individual / Sole-Proprietorship /Partnership/ private/public/ Trust / Government owned; ultimate parent; major shareholders. Any significant changes in ownership in the last two years? Who are the primary shareholders? (Also indicate major shareholders with percentage holding in case of limited companies) Who are the Promoters?		
3	Date of Incorporation / Year of commencing operation		
4	Holding Company or Parent Company (if any)		
5	Number of years in business		
6	Number of years of experience in EDW		
7	Please provide details of quality process certifications (e.g. CMM, ISO etc., enclose a copy)		
8	Corporate Office Address		
9	Chennai Office Address		--
10	Name of Contact Person		--
11	Phone Number of Contact Person		--
12	Mobile Number of Contact Person		--
13	Fax Number		--
14	Email Address		--
15	Names and Addresses of Directors/Promoters		--
16	Details of Organizational Structure		--
17	Turnover for the year 2008-2009, 2009 – 2010 and 2010-2011 (Rs. Crores)		
18	Profit of the year 2008- 2009,2009-10 and 2010-11 (Rs. Crores)		
19	Number of Banking Domain professionals on the payroll of the organization		
20	Number of IT professionals on the payroll of organization		

EOI for Appointment of Consultant for CRM and Enterprise-wide Data Warehouse Project

21	Company's Website Address		
22	Date when first client site went live (for EDW, OCRM, ACRM) with name of client		
23	Any pending or past litigation (within 3 years)? If yes, please explain with present status. Please also mention any claims / complaints received in the last three years.		

**Financial Position** (Enclose copy of audited statements)

17 &amp; 18

	2008-2009	2009-2010	2010-2011
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

Authorised Signatories  
(Name, Designation and Seal of the Company)

Place:

Date:

Please attach annual reports / duly audited financial statements for the last three financial years.



**5.3 Annexure C (Documents for Eligibility Criteria)**

<b>Sl. No</b>	<b>Criteria</b>	<b>Documents Submitted as a proof / declaration</b>
<b>1</b>	Should be willing to work with the Bank throughout the lifecycle.	
<b>2</b>	Should be in the business of consultancy service for at least 5 years and over the industrial experience of 15 years or more	
<b>3</b>	The consultant should have provided consultancy services and project management on Enterprise wide Data Warehouse, OCRM and ACRM during the last five years for at least one large bank / financial organization. Consultancy experience in this area for more banks will have better weight ages	
<b>4</b>	The consultant should have IT and banking domain expertise profession in their rolls / Pay rolls.	
<b>5</b>	Overseas projects for EDW, OCRM and ACRM implementation in financial sector (Optional Eligibility)	
<b>6</b>	The Name of the person(s) who have been allotted to the project should not be disturbed and the willingness on the part of the consultant are must for the selected person. He/She should maintain strict confidentiality of the Bank's principles / practices and not disclose them.	

Authorised Signatories  
(Name, Designation and Seal of the Company)

Place:

Date:

**5.4 Annexure D (References)****Details of Organisations where consultancy for EDW & CRM has been provided.****Furnish details of each organization separately.**

Name of the Organization	
Whether the Organization is a bank or a financial institute	
Address of the Organization	
Annual Turnover of the Organization for the Financial Years 2009-10 and 2010-11	
Date of commencement of Consultancy	
Date of completion of consultancy	
Scope of Work	
Whether CRM was also within the scope of work	
Whether end to end project management on EDW was within scope of work	
Name of the contact person for reference	
Phone number of the contact person	
Mobile number of the contact person	
E-Mail id of the contact person	
Documents submitted as proof	

Authorised Signatories  
(Name, Designation and Seal of the Company)

Place:

Date:

**5.5 Annexure E (Bio-data of Banking Professionals)****Furnish details of each Professional separately**

<b>S. No</b>	<b>Information</b>			
1	Name			
2	Basic qualifications			
3	Professional qualifications			
4	No of Years of experience in Banks			
5	Names of Banks where worked along with the period (from mm/yyyy to mm/yyyy) and designation			
6	No of years of experience in the consultant organization			
7	Brief description of projects handled			
8	Brief description of EDW projects handled			

Authorised Signatories  
(Name, Designation and Seal of the Company)

Place:

Date:

**5.6 Annexure F (Bio-data of IT Professionals)**

<b>S.No.</b>	<b>Name</b>	<b>Qualifications</b>	<b>Experience in consultant organization</b>	<b>Total Experience</b>	<b>DW projects handled</b>	<b>OCRM and ACRM projects handled</b>

Authorised Signatories  
(Name, Designation and Seal of the Company)

Place:

Date:

**PART – II****5.7 Annexure G (Commercial Offer)****Commercial Offer**

S.No.	Particulars	Total Cost (in Rs.)
1	Professional Charges for deliverables as defined under Scope of Work including Travel Expenses, Hotel Expenses, Other Expenses related to this project, Taxes etc	
Total		

**Total Amount in words: Rupees \_\_\_\_\_**

We submit that we shall abide by the details given above and the conditions given in your above letter.

For

Office Seal  
Place:  
Date:

**(Authorised Signatory)**

Name:  
Designation:  
Mobile No:  
Business Address:  
Telephone No:  
(at Chennai)  
E-mail ID :

Note: 1. The Commercial Offer should be given in the above format only.

2. There should be no conditions mentioned in the Commercial Offer. Commercial offers with conditions will be rejected.

3. The Commercial Offer will not include cost of travel outside India for reference site visits, benchmarking, etc. Such travel, if necessary, will be sanctioned by the Bank separately on case to case basis.

**4. Commercial Offer (Annexure – G) should be submitted in separate cover.**

**5.8 Annexure H (Documents submitted for marks as per evaluation metrics)**

<b>Sl. No.</b>	<b>Criteria Description</b>		<b>Documents submitted as proof</b>
1	No of years of providing consultancy services	<No of years>	
2	No of Banking domain professionals on the payroll of the organization on permanent basis with EDW experience	<No of Banking Domain Professionals>	
3	No of IT professionals on the pay rolls of the organization on permanent basis with EDW experience	<No of IT professionals>	
4	No of banks / financial organizations to which the consultant has provided consultancy services on EDW during the last 3 years.	<No of organizations>	
5	No of organizations other than banks / financial organizations to which the consultant has provided consultancy services on EDW during the last 3 years.	<No of organizations>	
6	No of organizations where the consultant has provided end to end project management for EDW during the last 3 years.	<No of organizations>	
7	Turnover of the consultant organization (Rs crores)	<Turnover>	
8	No of organizations to which the consultant has provided consultancy services on CRM during the last three years.	<No of organizations>	
9	ISO 9001:2000 certification	Yes/No	

Authorised Signatories  
(Name, Designation and Seal of the Company)

Place:

Date:

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2011... Between Indian Bank, having its Head Office at 66, Rajaji Salai, Chennai 600 001 (hereinafter "the Purchaser") of the one part and ..... (*Name of Supplier*) having its Registered Office at (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser invited Expression of Interest for services viz., ..... (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the scope of work;
  - (d) the Conditions of Contract;
  - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF SERVICES	TOTAL PRICE(IN RS.)

**TOTAL VALUE:**

DELIVERY SCHEDULE:

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said ..... (For Indian Bank)  
in the presence of:.....

Signed, Sealed and Delivered by the  
said ..... (For the Supplier)  
in the presence of:.....

**BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated..... (date of submission of bid) for the supply of ..... (name and/or description of the goods/services) (Hereinafter called "the Bid").  
KNOW ALL PEOPLE by these presents that WE..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2011 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**NOTE:** 1. SUPPLIER should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value.



**PERFORMANCE SECURITY FORM**

Bank Guarantee No.

Date :

To : INDIAN BANK, Chennai, INDIA :

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,..... 2011... to supply and maintain .....(Description of Goods and Services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....2011.....

Signature and Seal of Guarantors

.....

Date.....2011.....

Address:.....

.....

**NOTE :**

1. Suppliers should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantees issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value

**NON DISCLOSURE AGREEMENT**

THIS AGREEMENT made and entered into at .....on this the.....day of.....2011 between INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at No.66, Rajaji Salai, Chennai, hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns

**AND**

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the " " 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 have been procuring computer systems and peripherals for its branches

M/s. Limited has been engaged in the business of providing consultancy services

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:

**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.

Receiving party may use the information solely for and in connection with the Purpose.

**Use of Confidential Information-**

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

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior

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to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall 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 of the other party.

**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:

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality
- Is or becomes publicly known through no unauthorized act of the Receiving party
- Is rightfully received from a third party without restriction and without breach of this agreement
- Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- Is approved for release by written authorization of the disclosing party; or
- 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 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 forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

**Title and Proprietary rights**

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party 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 same which are nor or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

**6 .Return of confidential information:**

Upon written demand of the disclosing party, the receiving party 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

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receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

**7. Remedies:-**

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party 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 supercedes 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. 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.

**10. 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.

**11. Jurisdiction**

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

**12. 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 authorised signatories

**BANK**

.....

**M/s.**