



HEAD OFFICE: TMD

66, RAJAJI SALAI

CHENNAI 600001.

BID DOCUMENT

For

Pre-Paid Card Management & Program Management Services On Revenue Sharing Model For 3 Years

REF NO : HO/TMD/PG:338/2011-12 Dated 10.02.2012

Date of Pre-Bid Meeting: 17.02.2012 (11.30 AM)

Last Date for Submission of BID: 02.03.2012 (4.00 P.M.)

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SECTION - I

INVITATION FOR BIDS (IFB)

1. Indian Bank is a premier nationalised Bank with over 1933 Branches and 1255 ATMs. The Bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. The Bank has overseas presence through one branch each in Singapore, Jaffna and Colombo and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has introduced Debit Cards, Credit Cards and Exclusive Credit Card “Bharat Card” for common man – first of its kind in the banking industry. Bank is providing access to over 88,000 ATMs across the country through consortium arrangements. Banking services are offered through Multiple Delivery Channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments. The Bank has issued more than 7 million debit cards to its customers.
2. Indian Bank invites proposals (technical and commercial) for Pre-Paid Card Management and program management Services on revenue sharing model for 3 years. Detailed scope of work is given in Section V.
3. The Bidder’s proposal is subject to an evaluation process. Therefore, it is important that the Bidder carefully prepares the proposal. The quality of the Bidder’s proposal will be viewed as an indicator of the Bidder’s capability to provide the solution and Bidder’s interest in the project.
4. The Bidder is required to respond to the RFP only in the prescribed format. Under no circumstances, the format can be changed, altered and modified. All pages in the bid should be authenticated by a duly authorized signatory of the bidder under seal.
5. If the proposal includes equipment or software marketed and/or supported by other companies/firms, 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. Also, the bidder must commit to support/repair/replace/maintain all parts of the Hardware, irrespective of whether the parts are manufactured by the Bidder or outsourced by them.
6. Compliance with labour and tax laws, etc will be the responsibility of the Service provider at their cost.
7. Interested eligible bidders may obtain further information from Indian Bank and inspect the bidding documents 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 till the bid submission date excluding Bank holidays.

8. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written application to the address given below and upon payment of a non-refundable fee of **Rs.5,000/-** in the form of a Demand Draft or Banker's Cheque in favour of Indian Bank payable at Chennai. Courier charges Rs.200/- for delivery within India, to be sent along with the application. The documents can be collected in person or will be sent by courier.

Assistant General Manager (ATM Section)
Indian Bank,
Head Office,
Technology Management Department
66, Rajaji Salai,
Chennai, PIN 600 001, India.
Phone: 91 044 25223230 25210327, 25250155;
Fax 91 044 25215554.
E-Mail- asif.sa@indianbank.co.in

9. The Bidding documents in English may also be downloaded from our Web Site www.indianbank.in from **10.02.2012 to 02.03.2012**. In such cases, the bidder shall submit the bid along with a Demand Draft or Banker's Cheque in favour of Indian Bank payable at Chennai for Rs.5,000/- (non-refundable). Bids submitted without the above DD or Banker's Cheque will not be considered. In case the probable bidder wants to participate in the pre-bid meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of bid document ie.Rs. 5,000/- (non-refundable) by way of Demand Draft or Banker's Cheque in favour of Indian Bank payable at Chennai. Only those bidders or their representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting.
10. Bids must be delivered to the address given in Section II clause 8.2, on or before **16.00** hours IST on **02.03.2012** and must be accompanied by a bid security of **Rs.5,00,000/- (INR Five lakhs only)** in the form of Bank Guarantee. Late Bids will summarily be rejected. Part I of the Bid (consisting of documents as per Annexure I to 13) will be opened by the Bank at **16.30** hours IST on **02.03.2012** in the presence of Bidders' Representatives. Interested Bidders may send their representative to participate in the Bid Opening Process. Then the technical bid will be evaluated. After technical evaluation, only the eligible bidders will be communicated of the date and time of Opening of part 2 for participating in the commercial bid opening process.
11. Please note that
- (i) The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.

- (ii) Indian Bank reserves the right to reject any or all bids or cancel the tender without assigning any reason. The Bank is under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Indian Bank and the Bidder.
- (iii) If any information / data / particulars are found to be incorrect, Bank will have the right to disqualify /blacklist the company and invoke the bank guarantee.
- (iv) All communications, correspondence will be only to the prime bidder. Any partner/sub contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the Bank.

12. The time schedule for various activities is listed below:

Registration for Pre-bid meeting	17.02.2012 11.00 AM
Pre-bid meeting with Bidders	17.02.2012 11.30 AM
Last date and time for receipt of response to this RFP together with a Draft/ Banker's cheque for Rs.5,000/- (NOT REFUNDABLE) drawn in favour of Indian Bank and payable in Chennai	02.03.2012 04.00 PM
Date and time of opening technical bid (Part I)	02.03.2012 04.30 PM

SECTION – II INSTRUCTIONS TO BIDDERS

1. Introduction:

1.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk.

1.2 Pre-bid Meeting:

a. A pre-bid meeting is scheduled to be held at the following address at 11.30 AM hours IST on **17.02.2012**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,
Head Office
66, Rajaji Salai
Chennai PIN 600 001.**

b. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage. Registration with the bank for participating in the Pre-Bid meeting is compulsory.

c. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting through email to asif.sa@indianbank.co.in

d. The text of the questions raised (without identifying the source of enquiry) and Bank's responses given, together with amendment to the bid document, if any, will be posted in our web site and informed to all purchasers of the bidding documents.

2. Amendment of bidding documents

2.1 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 Bidding Documents by amendment.

2.2 All prospective Bidders may check Bank's web site for amendments and it will be binding on them.

3. Documents constituting the bid

3.1 Bidders should provide all the information requested.

3.2 Bidders may provide additional information but these must be presented separately as "Additional Information" (Annexure 12).

3.3 Bidders must provide background information about their own company's organization and financial data for last 3 financial years as per Annexure 6. This information is to be submitted for every sub-contractor and agency proposed to be engaged by them in the same format. The copy of Audited Balance Sheet of the prime bidder to be submitted.

3.4 The Bid prepared by the Bidder shall comprise the following components:

1. Part I – Technical Proposal must be submitted in a separate sealed envelope, superscribed as “**Technical bid: Pre-paid card management and Program Management Services on Revenue sharing model for 3 years**”. The Technical Bid must give responses to all Sections and give all information sought in Annexure 1 to 13 along with the bid security (Earnest Money Deposit) and the cost of Bid by way of DD/BPO.
2. Part II – Commercial Proposal must be submitted in a separate sealed envelope, superscribed as “**Commercial bid: Pre-paid card management and Program Management Services on Revenue sharing model for 3 years**”. The percentage of Service provider revenue share as per Annexure 14 must be submitted by the bidder.

3.5 Bidders are requested to structure their technical proposals only as per format given in Annexure 8. The offer may not be evaluated by the Bank in case of partial submission of technical details as per the format. The Bank shall not allow/permit changes in the technical specifications once it is submitted.

3.6 The Bank may, at its discretion, reject any bid document not accompanied by the above.

3.7 The Bank reserves the right to customize the contract to meet its requirements.

4. Documents establishing goods’ conformity to Bidding Documents

4.1 The Bidder shall furnish, as part I of its bid, documents establishing conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

4.2 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings and data, and shall consist of:

- a. a detailed description of essential technical and performance characteristics of the goods and services;
- b. An item-by-item commentary of the Bank’s Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

5. Bid Security (Earnest Money Deposit)

5.1 The Bidder shall furnish, as part of its bid, a bid security in the form of a Bank Guarantee issued by a Scheduled Indian Bank or Foreign Bank located in India, in the form provided in the Bidding Documents for a sum of **Rs.5,00,000/- (INR Five lakhs only)** and valid for forty five days (45) days

after the validity of the bid (Minimum of **225** days from the last date of submission of bid);

- 5.2 Unsuccessful Bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank.
- 5.3 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- 5.4 The bidder shall liable for forfeiture of Bid Security,
- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bank

Or

- b. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish performance security within the stipulated date.

6. Period of validity of bids

- 6.1 Bids shall 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 the Bank as non-responsive.

7. Format and signing of Bid

- 7.1 The person or persons signing the bid shall sign all pages of the bid, except for unamended printed literature.
- 7.2 Any interlineations, erasure or overwriting shall be valid only if they are duly authenticated by the person or persons signing the Bid.

8. Sealing and marking of Bids

- 8.1 The Bidder shall seal the Part I, Part II and Bid Security of the bid in separate envelopes, duly marking the envelopes as

(1) **TECHNICAL BID: Pre-paid card management and Program Management Services on Revenue sharing model for 3 years**

(2) **BID SECURITY – Pre-paid card management and Program Management Services on Revenue sharing model for 3 years**

(3) **COMMERCIAL BID- Pre-paid card management and Program Management Services on Revenue sharing model for 3 years**

And all the Envelopes should be put in a single envelope before submitting.

- 8.2 The envelopes shall be addressed to the Bank at the address given below;

**Assistant General Manager,
Premises and Expenditure Department,
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, PIN 600 014, India.**

And shall bear the Project name “**Pre-paid card management and Program Management Services on Revenue sharing model for 3 years.**” and a statement: “**DO NOT OPEN BEFORE**”, to be completed with the time and the date specified below.

9. Deadline for submission of Bids

Deadline for bid submission is **02.03.2012 16.00 hours IST**

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

- 9.1 The Bank 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 Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 9.2 Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will summarily be rejected and returned unopened to the Bidder.
- 9.3 Bidders who wish to submit the bids in person are advised to contact the official concerned at Premises and Expenditure Department, Corporate Office for registering the details of submission before the bid is deposited in the box allotted for the submission.

10. Opening of bids by Bank

- 10.1 The bids (PART-I) will be opened in the presence of bidders' representatives.
- 10.2 The technically qualified Bidders only will be intimated the date and time of opening of the Commercial bids for identification of L1 Bidder.
- 10.3 The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, **except late bids, which shall be returned unopened to the Bidder.**

11. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarifications from the Bidder. 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.

12. Evaluation Criteria

12.1 General evaluation

- 12.1.1 The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

12.1.2 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the eligibility of any Bidder. The Bidder should satisfy all the qualification criteria mentioned in “**ELIGIBILITY CRITERIA**” section of this bid.

12.1.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.

12.1.4 The RFP responses will be subject to separate technical and commercial evaluations. After the technical evaluation, the commercial bids will be opened in the presence of the technically qualified bidders.

12.2 Technical evaluation

12.2.1 The technical evaluation will take into account whether the solution offered is complying with all the specifications and scope of work as stipulated in the bid. The evaluation will consider whether the bidder has offered a complete system as a project.

12.2.2 Bank reserves the right to demand the Bidder to arrange reference demonstrations, reference calls, site visits to selected customers, visits to development /support centre, visits for benchmark tests for performance and scalability in Service provider’s labs, etc. The Bank will bear the cost of such visits.

12.2.3 Bidders will be asked to make presentations, if deemed necessary, at Indian Bank, Chennai. The presentations will be used by the Bank to clarify issues arising out of the Bidder’s response to this RFP.

12.3 Commercial evaluation

12.3.1 Technically qualified Bidders alone will be intimated to participate for the opening of Commercial Bids to identify L1 Service provider for awarding contract.

12.3.2 The bidder has to offer the “Service provider revenue share in percentage” The bidder with the **lowest Service provider revenue share** will be declared as the winner.

13. Bank’s right to accept any bid and to reject any or all bids

The Bank 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 or Bidders.

14. Signing of Contract

14.1 At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Contract Form provided in the Bidding Documents and required SLAs, incorporating all agreements

between the parties. The agreements will be based on the bidder's offer document with all its enclosures, and will include the following documents:

- SLAs.
- Installation and implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled completion dates.
- Copies of all necessary licenses, certifications, documents, etc.
- Service Provider Agreement including Non Disclosure Agreement with Bank as per the format given as Annexure.

The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as part of the final contract.

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

15. Performance Security

On receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form (Annexure 5) provided in the Bidding Documents. The Value of the Performance Security is **INR 10,00,000/-** (Rupees Ten lakhs only) valid for 40 months.

- 15.1 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 Bank may call for new bids without assigning any reason.

16. Other terms and conditions

- 16.1 Indian Bank reserves the right to amend, modify, add, delete, or cancel in part or full any conditions or specifications of the proposal/ bid, without assigning any reason thereof at any time during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP.
- 16.2 Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the Bidder to the terms and conditions of the proposal. The signatory should have the authority to sign the bid documents on behalf of the bidder.
- 16.3 The RFP and all supporting documentation / templates are the sole property of Indian Bank and violation of this will be a breach of trust and the Bank would be free to initiate any action deemed appropriate.
- 16.4 The proposal and all supporting documentation submitted by the Bidders shall become the property of Indian Bank. The bids submitted will be utilized by the Bank only for evaluation and the information contained therein will not be disclosed to any third party without the consent of the bidder.
- 16.5 The Bidder must disclose any actual or potential conflict of interest with the Bank.

- 16.6 This document contains information confidential and proprietary to Indian Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Indian Bank, Associates, Subsidiaries and/or business partners. Disclosure of information could be treated as breach of trust and the Bank would be free to initiate any action deemed appropriate.
- 16.7 No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from the Bank. Reproduction of this RFP, without prior written consent, by photographic, electronic, or other means is strictly prohibited.
- 16.8 The Bidder cannot use any information gathered in this contract for another organization without prior written consent.
- 16.9 The bidder will not subcontract any job without the prior approval of Indian Bank. Indian Bank reserves the right to call regular meetings of the bidder /sub-contractor(s) during the tenure of the contract.
- 16.10 Letter of Intent (LOI) will be issued after the selection of the bidder. The purchase order will be issued and the service provider has to sign the contract and submit the performance bank guarantee for INR 10,00,000/- (Rupees Ten lakhs only) valid for 40 months.

SECTION – III –CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. **“The Contract”** means the agreement entered into between the Bank and the Service provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **“The Contract Price”** means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations;
- c. **“The Goods”** means all of the equipment/ machinery/ materials which the Service Provider is required to supply to the Bank under the Contract;
- d. **“The Services”** means those services ancillary to the supply of the Goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Service Provider covered under the Contract;
- e. **“The Bank”** means Indian Bank.
- f. **“The Service Provider”** means the successful L1 bidder supplying the Goods and Services under this Contract.
- g. **“The Project Site”**, where applicable, means the place or places named in Schedule of requirements.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

- 2.1 The Service Provider shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.2 The Service Provider shall not, without the Bank’s prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

3. INDEMNITY CLAUSE AND PATENT RIGHTS

- 3.1 The Service Provider shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, services or any part thereof.
- 3.2 Wherever the Bank is required to indemnify MasterCard/VISA for any action/omission/commission on the part of the Service Provider and/or his agent and the Bank is required to indemnify the loss to MasterCard/VISA, the Service Provider, in turn, will indemnify the Bank against such eventualities and makes good the loss to the Bank. The Service Provider will also be liable for any Civil

or Criminal proceedings against the Bank by any third party aggrieved for deficiencies in service that are attributable to the Service Provider.

- 3.3 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the hardware / software in India by the Service Provider in fulfilment of its obligations under the contract, the Service Provider shall act expeditiously to extinguish such claim. If the Service Provider fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Service Provider shall be liable to compensate the Bank for all such payments made including all expenses, court costs and lawyer fees etc. The Service Provider shall indemnify and keep the Bank indemnified in this connection. The Bank will give notice of any such claim to the Service Provider without delay and Service Provider shall reimburse such monies expeditiously.

4. PERFORMANCE SECURITY

- 4.1 On signing the contract, the L1 bidder shall furnish to the Bank the performance security for INR 10,00,000/- (Rupees Ten lakhs only) in the form of a Bank Guarantee, valid for 40 months, in the format enclosed.
- 4.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 4.3 The performance security will be discharged by the Bank and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract.

5. INSPECTIONS AND TESTS

- 5.1 The Bank or its representative shall have the right to inspect and / or test the Goods and services to confirm their conformity to the Contract specifications. The Bank shall notify the Service provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Any charges payable to the Bank's representative designated for inspection shall be borne by the Bank.
- 5.3 The inspections and tests may be conducted on the premises of the Service provider or its subcontractor(s), or at Bank's premises. If conducted on the premises of the Service provider or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.
- 5.4 Should any inspected or tested Goods or services fail to conform to the Specifications, the Bank may reject the Goods or services and the Service Provider shall either replace the rejected Goods or services or make alterations necessary to meet specification requirements at no additional cost to the Bank.
- 5.5 The Bank's right to inspect test and where necessary, reject the Goods and services after the delivery of Goods and services at the destination shall in no way be limited or waived by reason of the Goods and services having previously been inspected, tested and passed by the Bank or its representative.

6. PACKING

- 6.1 The Service Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7. DELIVERY AND DOCUMENTS

Delivery of the goods and services shall be made by the Service Provider in accordance with the terms specified in the scope of work.

8. PAYMENT

- i. The Service provider share of revenue will be paid monthly on submission of the monthly invoices after deduction of penalties if any. TDS will be deducted from the above payment, wherever applicable.
- ii. The Service Provider's request(s) for payment shall be made to the Bank (HO Technology Management Department, Chennai) in writing, accompanied by the original documents.

9. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE

- 9.1 Delivery of the Goods and performance of Services shall be made by the Service Provider in accordance with the time schedule mutually agreed by the Bank and the Service provider and incorporated in the service level agreement.
- 9.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

10. LIQUIDATED DAMAGES

If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover an amount as deemed reasonable by the Bank as Liquidated Damages for nonperformance

LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributable to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

11. TERMINATION FOR DEFAULT

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

- a. If the Service Provider fails to deliver any or all of the Goods and services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. If the Service Provider fails to perform any other obligation(s) under the Contract.
- c. If the Service Provider, in the judgement of the Bank 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 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.

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

12. FORCE MAJEURE

12.1 The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

12.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

13. TERMINATION FOR CONVENIENCE

- 13.1 The Bank, by written notice sent to the Service Provider, 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 Bank's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 13.2 The Goods and services that are complete and ready for shipment within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and services, the Bank may elect :
- a. to have any portion completed and delivered at the Contract terms and prices; and / or
 - b. To cancel the remainder and pay to the Service Provider an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Service Provider.

14. SETTLEMENT OF DISPUTES

- 14.1 If any dispute or difference of any kind whatsoever shall arise between the Bank and the Service Provider 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.
- 14.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the Service Provider 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.
- 14.3 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 Bank and a domestic Service Provider 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 Bank and the Service Provider; 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 Service Provider as

well as Indian Service Provider, 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.

- (c) 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.
- (d) 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 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.
- (e) Where the value of the contract is ₹ 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.

14.4 Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b) The Bank shall pay the Service Provider any monies due to the Service Provider.

15. APPLICABLE LAW

15.1 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.

16. MAINTENANCE

The Service Provider should ensure that uninterrupted services are provided to the bank during the contract period.

17. TECHNICAL DOCUMENTATION

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

23. NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the L1 Service provider under exceptional conditions.

Section IV

Eligibility Criteria

1. The eligibility criteria for the bidders are as under:
 - i. The organization should have **minimum 3 years** of experience in the area of pre-paid card management.
 - ii. The bidder should be a registered company in India Registered under Company Act 1956
 - iii. The bidder shall be the owner /certified or authorized agent /reseller / partner of the solution offered.
 - iv. The bidder should have earned net profit during the last THREE financial years. Copy of Audited balance sheets should be submitted as proof.
 - v. The bidder/bidder's solution provider should be in this line of activity and should have executed projects of Prepaid Card during last three years in a minimum of one Public/ Private Sector Bank in India. The solution offered should be currently running successfully.
 - vi. The bidder/bidder's solution provider should have started issuing major variants (at least TWO) of pre-paid cards for at least one Public/ Private Sector Bank in India.
 - vii. The solution/product offered should be compliant with all the guidelines issued by regulatory/ government bodies from time to time.
 - viii. The Bidder should have capability to manage a Pan-India rollout with program management capabilities.
 - ix. The Bidder should have a stable prepaid card platform having experience in issuing Visa and MasterCard prepaid cards, to be able to roll out the products immediately with minimum customization and testing
 - x. The bidder should not have been currently blacklisted by any Bank/Government Department/Government agency in India.
2. Bidders meeting the above criteria and interested in providing the services detailed above may submit their response as per formats given in Annexure (1 to 14).
3. The Bank reserves the right to examine/verify the supportive documents/certificates/opinion reports furnished by the bidders by inspection/site visits by its officials and/or any Technical Consultant appointed by the Bank for the purpose and seek information from the reference customers.
4. If any statement, certificate, or document submitted in response to this RFP is found to be wrong subsequently, the Bidder will be disqualified.
5. The Bank may reject any or all the responses received without assigning any reason whatsoever. The Bank reserves the right to cancel the RFP without assigning any reason whatsoever.

Section V

SCOPE OF WORK

Under the Pre-paid Management and Program Management Services, the service provider has to carry out the following activities:

5.1 Scope of Work (Mandatory)

5.1.1 Requirements / Specifications

- The selected Service provider has to provide Pre-paid card management and also offer end-to-end services in Pre-paid card solution including back-end services of switch maintenance/authorization, network management, authorization, MIS, Settlement services and Dispute resolution. The Service provider also should provide program management services to the bank for end-to-end Pre-Paid card business.
- Bidder should provide for card design, procurement of plastic, personalization, PIN generation, welcome kit design and distribution with Bank towards the pre-paid card program.
- The Bank desires to offer the Pre-paid card products of different variants to its customers to be distributed through Branches located across the country or through the Branches of its sponsored Banks or designated agencies with which the Bank and the Service provider may forge tie-ups.
- The Service provider should host services with switching infrastructure in PCI-DSS certified environment, fully functional, with sufficient scalability to accommodate growth in volume of transactions in future for authorization, authentication and settlement of transactions originating from Pre-paid cards issued by the Bank through various communication protocols.
- The switch functionalities and features should support all industry standard messaging formats and delivery channels like single message, dual message, ATM, POS, Mobile, Internet, e-Commerce, m-Commerce, electronic fund transfers etc. The Switch solution should provide for clearing and settlements separately for each category of transactions/pre-paid products or for all categories of transactions/pre-paid products.
- The solution should be highly parameterized for issue of any type of Pre-paid product on BIN Range, validity of the card, enable only ATM or POS transaction or both, Merchant Category code/Terminal ID wise authorization or blocking.
- The solution should include functionalities like, interchange accounting and necessary reporting tools/exposure management / risk management tools / Fraud Management and Anti Money Laundering (AML) Tools with web enabled MIS for Branches/Card Section of the Bank.
- The solution should support features such as velocity checking, negative list checking etc.
- The solution should be EMV and PCIDSS compliant. It should support transactions, key management, address verification, card verification, encryption features such as 3DES.
- The solution should have system security functionality in terms of user

authentication; access management, audit trails and data backup.

- The solution should support standard messaging formats including ISO 8583 and XML, provide for seamless Hardware and Firmware upgrades; Operating System and Middleware upgrades
- The solution should be supported by a robust Dispute Resolution Management System and provide Charge Back, Re-presentment and Debit / Credit adjustment features
- The solution should also be capable of providing interface/API with the Core Banking solution of the Bank (TCS Bancs), any of the third party systems that the Bank is using currently, Switch driving the ATM/POS terminals of the Bank (Base24) and real time electronic funds transfer Applications.
- The solution should be capable of routing message based electronic fund transfer transactions related to the pre-paid cards issued.
- The solution should have multi-currency support apart from INR.
- The solution should provide wide range of global switching interfaces such as VISA and MasterCard etc and other EFT switches including domestic switching networks like NPCI, etc through API.
- The solution should provide for off-card authentication of e-commerce transactions and also provide SMS alerts to the cardholders for all transactions as per RBI directives.
- The dispute resolution of the cardholder's disputes should be done within 5 working days from the date of receipt of complaint as per RBI directives.
- The Pre-paid card will be a magnetic-stripe Personalized/Non-Personalized card of VISA and MasterCard etc standards with the value stored in the Host based system and not on the card.
- The solution should provide web-based access to branches for issuance and activation of Pre-paid cards with user authentication and authorization for such issuance, activation (Maker & Checker).
- The solution should provide for Branches/Call centre web-enabled access through Internet to check balances and other queries relating to the card account including closure of the card account
- All user interfaces at Branches/Card Section/Customer Access through Internet should be GUI based and should be consistent across modules / application within the system and across all delivery channels to give uniform look and feel to the user/customer.
- The software should be customized to the Bank's requirement from time to time both during implementation and post-implementation to meet competition and market requirements duly approved by the Bank.
- The Pre-paid card should be capable of being used for cash withdrawal at ATMs and POS or for POS transactions at EDC terminals or any of the transactions within the overall guidelines stipulated by Reserve Bank of India (RBI).
- The Service provider should be capable to provide the end to end program management related to every stage of roll-out and support and also guide the bank about the prepaid card market in India, and help in launching innovative prepaid card products to the market.

5.1.2 Scope of Contract and Deliverables:

The Bank is inviting offers from Service providers capable and experienced in all aspects relating to Prepaid Card Management and Program Management Services.

- The solution to be deployed should be compliant to PCI – DSS standards and VISA and MasterCard etc certified including the card plastic and personalization should comply with VISA and MasterCard etc standards
- The solution deployed should provide for automatic reversal and re-credit of the amount of unsuccessful transactions and where the switch has failed to send a reversal or the host has failed to respond successfully for reversal messages received from the switch, reconciliation should be effected and amount recredited immediately after reconciliation
- The Service provider should undertake daily Reconciliation of the Transactions and provide reports of Reconciled/Un-reconciled / Exception transactions to the Bank. The Settlement Reports with Reconciliation reports should be provided to the Bank on a daily basis.
- The Service provider should undertake the Dispute Resolution and other related activities, including Chargeback, Re-presentment, Pre-compliance, Compliance, Pre-Arbitration and Arbitration, etc as per VISA and MasterCard etc operating regulations.
- The Service provider should provide 24 X 7 hours Helpdesk with Toll free number at the Bank/Service provider's location for Hotlisting of Cards and attending to the queries of the Cardholders regarding card transactions in India and from outside India.
- The cardholders should be provided access to view and manage their card account through Internet/other popular delivery channels; securely with proper authentication and identification

5.1.3 Compliance and confirmation:

The Service provider shall comply with / provide confirmation on the following:

- Compliance as per Reserve Bank of India guidelines.
- Compliance/certification required by Master Card/VISA or other industry standard requirement for card business in India.
- The solution should have capability to collect, aggregate and transmit transactions received through any connecting media. The services shall include network monitoring and ensuring connectivity between the switch and host systems.
- The switch infrastructure should be duly certified by VISA and MasterCard etc and comply with all administrative formalities and documentation requirements of VISA and MasterCard etc.
- The transactions would be routed directly to VISA and MasterCard etc from the Service provider's switch hosting the bank's pre-paid card program for both on-us and off-us transactions at present. The Service provider should also be capable of and agreeable to provide an option for routing of our Bank's pre-paid Cards/Network Group pre-paid Cards operated at the Bank's own ATMs/EDC Terminals by dedicated network connectivity between the Service provider's and the Bank's switch, as and when required by the Bank without any additional cost.
- Testing of Pre-paid test cards at various ATMs/POS terminals of different network are to be carried out for all types of transactions and copies of the test reports must be made available to the Bank on successful testing before commercial launch of the products and will form part of the UAT process.
- The Service provider should comply with VISA and MasterCard etc PIN Security Audit/Other Audits and bear the cost of such audit, besides the penalty, if any,

for non-compliance as mandated by VISA and MasterCard etc.

- The Service provider should provide for Transaction Monitoring reports for monitoring of frauds and any suspicious transactions. The Service provider is solely liable for all fraud transactions perpetrated by using data/cards stolen from their infrastructure.
- The Service provider should provide customized solutions to specific groups of cardholders or closed user groups for issue of co-branded cards etc for usage at specific MCC/Terminal ID
- The solution provided should be capable of providing MIS for loyalty programs, campaign programs etc
- The solution should provide for flexible and dynamic multiple currency conversion
- The Service provider should have DRS facility of the entire infrastructure with maximum failover time of thirty (30) minutes within which the DRS facility should become fully operational in case of failure of DC. The DRS facility should be located in different latitudes/non seismic zones.
- The Service provider has to carry out BIN set up and certification at their processing centre.
- The Service provider has to carry out Chargeback and back office processing in co-ordination with the bank.
- The Service provider has to carry out Transaction processing and Data Centre operations
- Service provider has to bear all the costs associated with the Issuance and distribution of prepaid card.
- The Service provider shall provide extensive training, on its product, to users including branch officials.

The training should cover features of hardware, software, communication devices, security devices, interfaces etc. including hands-on training and exercises. The training will have to be provided at Bank's premises or external sites acceptable to Bank, at Service provider's cost. It should include training on the Operating Systems, Middleware, associated system utilities and other products etc. for a period determined by Bank. The training module should comprise, Schedules as per Bank's convenience, Sufficient copies of comprehensive material, books and hand-outs, Copies of video/slide, Courseware meeting Bank's needs.

5.1.4 Deliverables:

The deliverables shall also include the following

- Providing end-to-end maintenance for the Pre-paid card issuance including network connectivity.
- Processing support of settlement files from the shared networks
- Processing support of interchange settlement files
- Reconciliation of transactions.
- Generating the exceptions and taking appropriate action with the approval of the Bank
- Handling chargeback and re-presentment and other dispute resolutions
- Generating and sending standard reports and other reports / MIS as defined by the Bank from time to time.
- Timely escalation to the Bank on exceptions

- Provide Pre-paid Card switching services

5.1.5 The Pre-paid Card Management and Program Management Services shall include the following:

- Account Setup – Issuer Bin and Product Setup, Account/Card creation, PIN Management
- Card Management-Inventory, Embossing, Mailing, Activation, Primary and Add-on Card, Renewals & Replacements.
- Authorization and Host management.
- Interchange file processing, Reconciliation and Settlement support.
- Disputes, Chargeback, Representment etc.,
- Report Generation, MIS reporting, settlement reports.
- Suspect Activity Risk Management reports and tools, AML, OFAC compliance, Periodic Account Review
- Customer Service with Call Centre and 24 Hour Toll free helpline
- The selected Service provider shall assist the Bank in framing the Pre-paid Card Programs standards as part of the Pre-paid card management activities in tune with the best practices available in the industry:
 - Improving processes through inputs
 - Provide reports for Business analysis of various products under various parameters and Profitability improvement
 - Preparing a job card showing detailed workflows for set up, authorization processing, monitoring and review of card activity, suspect activity and hot listing of cards
 - Accounting and reconciliation of transactions and chargeback's made on behalf of cardholder's accounts.
 - Training in all areas for Branch staff (under Train the Trainer Model) and Card Section staff of the Bank.

The scope of work also includes Card Generation, Card Management (activation, enquiries, inventory control and daily data backup) Transaction authorization, Settlement of transactions to be reconciled with bank's settlement, MasterCard and VISA etc card accounts and managing External Interfaces (VISA and MasterCard etc (VAP/MIP), SMS alerts and Transaction Monitoring. Scope of work also includes managing an online 24x7 Monitoring and helpline with one toll free telephone number

The above scope of work and other details of compliance would be documented as a Service Level Agreement (SLA) before awarding contract to the identified bidders

5.2 Scope of work on Marketing & Sales: (Optional)

Bidders interested in providing Marketing and sales support and are desirous in bidding for the same should be capable of performing the following:

The Service provider should be capable of providing the following Marketing related services to the bank.

- Aid prepaid card sales at bank branches with provision of sales support personnel
- Aid sales of prepaid cards by providing qualified personnel to sell prepaid cards

to existing corporate customers of the bank

- Tie up with 3rd party agencies to help in distribution of the prepaid cards across the country, if permitted to do so by the required regulating authority. All such tie ups will need the prior approval of the bank. The Service provider and the Bank will pursue such tie-ups only if it is found to be financially viable.
- The Service provider has to carry out Sales and Marketing of the prepaid products with a concrete strategy.
- The Service provider has to provide Technical help desk for the merchants and business correspondents
- The Service provider should bear all the costs associated with the marketing and branding beyond issuance.
- Sales and Marketing support for boosting prepaid card sales through bank branches, third party outlets and other designated agencies.
- Service provider to provide Sales and marketing support for selling prepaid cards to corporate customers of the bank.
- Ascertaining and documenting the marketing and risk factors involved and framing risk management policy.

5.3 Terms and conditions related to scope of Work

- The Service provider will have to provide the service for Pre-paid card management & Program management for a contract period of 3 years. On completion of the three year contract, Bank may opt for extending the contract for a further period of 3 years on mutually agreed revenue sharing rates.
- The service provider shall give an undertaking to comply with all VISA and MASTER CARD regulations and shall renew certifications from time to time as prescribed by VISA and MASTER CARD, at its own cost, throughout the period of contract.
- The entire pre-paid card management solution is subject to the Bank's IS audit process.
- Any customizations to be done in the pre-paid card management solution to meet the requirement of the bank / IS Auditor / Master Card / VISA / RBI / NPCI should be done free of cost throughout the contract period of 3 years.
- The Service provider should get their pre-paid management system and process audited from time to time as per the requirements of the Bank, VISA, Master Card, NPCI and Reserve Bank of India. Cost of such audits should be borne by the service provider throughout the period of agreement. The Service provider must agree to audit of the facility by Banks own or designated audit teams and Reserve Bank of India officials and any other statutory body.
- Ownership of the data lying in the system of the service provider is always with the bank. Bank may demand the data from the service provider at any time. On termination of the contract, the service provider should hand over the entire data to bank in a readable format.

- The infrastructure should have Disaster Recovery setup with maximum failover time of 30 minutes.
- The Service provider should ensure the uptime of 99.9% for transactions and 99% for other services.

5.4 Hardware / Software:

The Service provider must guarantee that all the Hardware/Software used for this project is technologically upto-date. In the case of software, the Service provider should guarantee that the software used for this project is legally obtained.

The Service provider has to ensure that the total infrastructure deployed for the project is scalable on demand, redundant and highly available. For transactions related, the Service provider has to ensure uptime of 99.9% and for other goods and services the uptime should be 99%.

5.5 Project Schedule:

The schedule of activities towards completion of the project is given below:

- System Specification Document (SSD) of the Prepaid Card Solution will be provided to Bank within 10 days from the date of work order/purchase order which will be approved and signed off by the Bank officials within 10 days from the date of submission of SSD.
- Deployment of beta version, completion of parameterization and customization of the solution as per this RFP within 15 days of signing of SRS.
- A detailed Strategy Note for Prepaid Cards for Indian Bank should be provided to the Bank within 30 days from the date of work order/purchase order which will outline the following:
 - A detailed prepaid card strategy proposed by the Service provider in conjunction with the bank's need
 - Products to be launched into the market

The customized version of the Solution should be implemented to the satisfaction of the Bank within 60 days from the date of purchase order/work order

ANNEXURES - FORMAT FOR RESPONSE TO RFP

ANNEXURE-1: CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

DOCUMENTS TO BE SUBMITTED		Please indicate (YES) or (NO) and details
1	FULL SET OF BID DOCUMENT INCLUDING ALL ANNEXURES, NOTICES AND CORRIGENDUMS.	
2	DULY FILLED OFFER LETTER (ANNEXURE-2)	
3	DULY FILLED BID SECURITY FORM (ANNEXURE-3)	
4	DULY FILLED DETAILS OF THE BIDDER AND SUBCONTRACTORS (ANNEXURE-6)	
5	DULY FILLED LIST OF INSTALLATIONS/IMPLEMENTATIONS (ANNEXURE-7)	
6	DULY FILLED TECHNICAL BID AND COMPLIANCE WITH TECHNICAL REQUIREMENTS (ANNEXURE-8)	
7	DETAILED IMPLEMENTATION PLAN PROPOSED BY THE BIDDER (ANNEXURE 9)	
8	PRE-PAID CARD MANGEMENT SOLUTION AND PROGRAM MANAGEMENT INFRASTRUCTURE DETAILS (ANNEXURE 10)	
9	CUSTOMER REFERENCES (ANNEXURE 11)	
10	Additional information that the bidder may like to give (ANNEXURE-12)	
11	Details of Back up policy and Disaster Recovery Measures (ANNEXURE-13).	
12	COMMERCIAL BID (ANNEXURE-14).	
13	VALID CERTIFICATES ISSUED BY MASTER CARD AND VISA TO THE BIDDER. AUTORIZATION LETTER FROM THE PARTNER IF THE LICENSES ARE IN THE NAME OF PARTNER.	
14	AUDITED BALANCE SHEET COPIES FOR LAST THREE FINANCIAL YEARS AS DOCUMENTARY PROOF FOR NET PROFIT.	

DOCUMENTS TO BE SUBMITTED		Please indicate (YES) or (NO) and details
15	SOLVENCY CERTIFICATE ISSUED BY A SCHEDULED COMMERCIAL BANK IN INDIA.	
16	COPY OF PURCHASE ORDERS ISSUED BY ONE BANK IN INDIA.	
17	CERTIFICATION OF INCORPORATION / CONSTITUTION / LEGAL STATUS / REGISTRATION	
18	DOCUMENTARY EVIDENCES TO PROVE THAT THE BIDDER HAS MINIMUM 3 YEARS OF EXPERIENCE IN THE AREA OF PRE-PAID CARD MANAGEMENT,	
19	UNDERTAKING LETTER FOR PROVIDING PRE-PAID CARD MANAGEMENT AND PROGRAM MANAGEMENT SERVICES FOR 3 YEARS AND ACCEPTANCE TO EXTEND THE CONTRACT FOR A FURTHER PERIOD OF THREE YEARS ON MUTUALLY AGREED RATES, IF THE BANK DESIRES SO.	
20	UNDERTAKING LETTER FOR COMPLIANCE TO INFORMATION TECHNOLOGY ACT 2000.	
21	AUTHORIZATION LETTER FROM THE TOP MANAGEMENT TO SIGN THE BID DOCUMENT AND TO SUBMIT THE BID ON BEHALF OF THE COMPANY.	
22	UNDERTAKING LETTER FOR COMPLIANCE WITH ALL VISA and MASTER CARD REGULATIONS AND FOR RENEWAL OF CERTIFICATIONS FROM TIME TO TIME AS PRESCRIBED BY VISA AND MASTER CARD AT BIDDER'S OWN COST, THROUGHOUT THE PERIOD OF CONTRACT.	
23	UNDERTAKING LETTER FOR COMPLIANCE TO ALL REGULATION/GUIDELINES PRESCRIBED FROM TIME TO TIME BY RBI / GOVT OF INDIA ON ISSUANCE OF PRE-PAID PAYMENT INSTRUMENTS / OUTSOURCING / AML,KYC & CFT GUIDELINES / FEMA GUIDELINES etc.	

ANNEXURE-2: OFFER LETTER

The Asst. General Manager
ATM Section
Indian Bank Head Office TMD.
Chennai

Dear Sir,

Sub: Request for Proposal (RFP) for Pre-paid Card management & Program management services on revenue sharing model for 3 years.

Ref: Tender No.HO/TMD/PG: 338/2011-12 Dated 10.02.2012.

1. We have examined the RFP and we offer to provide pre-paid card management and program management on revenue sharing model for 3 years as per the terms and conditions, technical specifications and scope of work spelt out in the RFP, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.
2. While submitting this bid, we certify that:
 - We are owners/authorized distributors of _____(Name) pre-paid card management solution.
 - Prices have been quoted for the entire pre-paid card management solution.
 - The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
 - We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
 - We agree that the rates/quotes, terms and conditions furnished in this tender are for Indian Bank.
 - We undertake to support the pre-paid card management solution and program management to the Bank for a minimum period of six years including the initial contract period of Three years.
3. We agree to abide by this offer till 180 days from the last date stipulated by the Bank for submission of bid, and our offer shall remain binding upon us and may be accepted by the bank any time before the expiry of that period.
4. Until a formal contract is prepared and executed, this offer, together with the bank's written acceptance thereof will be binding on us.
5. We also certify that the information/data/particulars furnished in our RFP are factually correct. We also accept that in the event any information /data /particulars are found to be incorrect, Indian Bank will have the right to disqualify/blacklist us.

6. We undertake to comply with all terms and conditions of the RFP.
7. We understand that the bank may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,

(Name and Designation)

For and on behalf of _____

ANNEXURE -3: 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) (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 _____ 20 ____.

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 i.e. upto.....(dd/mm/yy), and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE: 1. SERVICE PROVIDER 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.

ANNEXURE –4: CONTRACT FORM

THIS AGREEMENT made theday of....., 200... Between Indian Bank, having its Head Office at 66, Rajaji Salai, Chennai 600 001 (hereinafter "the Bank") of the one part and..... (*Name of Service Provider*) having its Registered Office at (*City and Country of Service Provider*) (hereinafter called "the Service Provider") of the other part:

WHEREAS the Bank invited bids for certain Goods and ancillary services viz. (*Brief Description of Goods and Services*) and has accepted a bid by the Service Provider for the supply of those goods and 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 Technical Specifications;
 - (d) The Conditions of Contract;
 - (e) The Bank's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Service Provider in consideration of the provision of the goods and 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 Service Provider are as under:

S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES

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 Service Provider)

in the presence of:.....

ANNEXURE – 5: PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date :

To : INDIAN BANK, Chennai, INDIA :

WHEREAS (Name of Service Provider) hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No..... dated, 20 ... to provide (Description of Goods and Services) (Hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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 theday of.....20.....

Signature and Seal of Guarantors

.....

Date.....20.....

Address:.....

.....

NOTE:

1. Service Providers 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

ANNEXURE-6: DETAILS OF THE BIDDER

(TO BE FURNISHED ALSO FOR EACH SUBCONTRACTOR SEPARATELY)

Description	Response
Name of the Company/Firm	
Postal Address	
Address of Registered Office	
Telephone, Fax, Mobile numbers of key Executives/Directors	
E-mail address	
Year of commencement of business	
Certifications	
Staff – Technical support	
Staff – Software development	
Whether for the process of Management Services of Pre-paid Cards, the Bidder / any of its associates, have ever been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract for supply of cards, or by any regulatory or statutory body or RBI or the Indian Banks Association (IBA) etc. Please provide the details.	
Name, Designation, Tel No, email of the authorised official submitting the RFP	

KEY / SENIOR OFFICIALS / DIRECTORS

Sr. No.	Name	Designation	Qualification	With the Company since	Line of Experience

FINANCIAL INDICATORS (Rs in crores)

Item	2008-09	2009-10	2010-11
Turnover from Business in India			
Profit after Tax from Business in India			
Capital and Reserves			

Audited Balance Sheet and Profit & Loss statement of the prime bidder has to be submitted compulsorily for the last three years as documentary proof for compliance to eligibility criteria.

ANNEXURE-7: LIST OF INSTALLATIONS/IMPLEMENTATIONS
LIST OF PRE-PAID CARD MANAGEMENT SOLUTION IMPLEMENTATIONS

Description	Details
No of Implementations	
Names of Banks and number of pre-paid cards issued for each Bank. (pre-paid card product category wise bifurcation for each bank to be provided)	

ANNEXURE-8: TECHNICAL BID - COMPLIANCE WITH SCOPE OF WORK AND RELATED TERMS AND CONDITIONS.

Template for Submitting Technical Bid:

Bank invites response from suitably qualified bidders to propose a contractual agreement for providing service on a revenue sharing model of prepaid cards to be issued by the bank as prescribed in this document. The proposal should include the entire technical details of the following facilities for smooth operations of the proposed outsourced activities of the prepaid card product of the bank. The bidder should provide a response to the requirements, which can be any one of the following categories – **Standard (S)**, **Customised (C)** or **Not feasible (N)**. Please respond in accordance with the following guidelines.

Standard – This is a standard feature of the system and is available in a ready to implement mode.

Customisation – This feature requires customization from the bidders. Please indicate the estimated time for customization.

Not feasible – The function does not exist in the current system and not feasible for customization also. In such a case, please suggest alternative method for achievement of the requirement.

The response should be given by marking under the category which will apply to the requirement. Whether a response requires explanation, provide the explanation under the remarks column or on separate page, if necessary, with reference to the requirement number.

Sr. No	Functionalities	Response	Remarks
1	The system should have following Multifunctional cards enabled: Product Features Non-Reloadable --- Gift Cards, Purchase Card, Employee Benefits card etc. Reloadable - Payroll, Travel, Incentive, Campus, General Purpose card etc.		
2	The system must have a work flow based Card holder registration process according to KYC policies with the provision to define pre and post registration parameters.		
3	The system should be highly parameterised for any type of Pre-paid product on BIN Range, validity of the card, enable only ATM or POS transaction or both, Merchant Category Code/ Terminal ID wise authorisation or blocking.		
4	The system should have provision for configuring new programs, change parameters, define dormancy parameters and define card values (minimum and maximum).		
5	The system should support configuration of tolerance limits based on Merchant Category Code (MCC) during program set up.		
6	The product set up in Prepaid system should be based on BINs, BIN Range, Group of Cards and Type of card.		

Sr. No	Functionalities	Response	Remarks
7	The solution should support features such as velocity checking, negative files etc. It should support various transactions including chip based, key management, address verification and card verification etc.		
8	The solution should be 3D secure and EMV compliant as per the RBI guidelines.		
9	The system should provide Access Control facility to: a) Issue branches b) Call centres c) Back office/ Card Section d) Card holders' for complaints e) Management Review & reports		
10	The system should provide customised solutions to specific groups of cardholders or closed user groups for issue of co-branded cards etc for usage at specific MCC (Merchant Category Code).		
11	The prepaid system functionalities and features should support single message, dual message, ATM, POS, Mobile, Internet, e-Commerce, m-Commerce and electronic fund transfers etc.		
12	The system should provide for clearing and settlements separately for each category of transactions/ pre-paid products or for all categories of transactions/pre-paid products.		
13	The system should provide for flexible and dynamic multiple currency conversion and issue of Cards in Indian Rupees and Foreign Currency		
14	The system should provide Browser Based GUI solution to Branches (to issue/activate and enquire), Cardholders (to enquire) and bank's support team (to enquire, hotlist, report & MIS generation) etc.		
15	The Service provider should undertake URL procurement for Internet access to Branches/ Card Section /designated organizations with IP filter.		
16	The system should provide individual card entry and Batch upload at Branch/Card Section level for bulk issuance/reloading of cards.		
17	The system should provide Communication link between Branches/Card Section/Regional office and Service provider's location through internet with necessary security at both ends.		
18	The system should provide 24x7 Customer Service.		
19	The solution should be a three tier architecture system and should be based on open platforms like UNIX, Windows and use proven technologies like Java and Oracle database etc.		
20	The solution should provide for off-card authentication of e-commerce transactions and also provide SMS alerts to the cardholders for all transactions as per RBI directives.		
21	The system should support authorization of transactions based on location of ATM or/and POS terminal: Domestic, International or country specific		

Sr. No	Functionalities	Response	Remarks
22	The system should support authorization of transactions based on MCC code/Terminal ID of the merchant : Allow operation at Specific Merchant MCC code/Terminal ID or some or all: Allow operation at one or more type of MCC code/Terminal ID:		
23	Authorization of transactions based on usage at ATM or POS: Allow operation only at ATM Allow operation only at POS Allow operation at ATM & POS Allow operation only through Internet i.e. e-commerce transactions. Block or allow for card not present transactions (CNP / MOTO transactions)		
24	System should provide for authorization after authentication for internet transactions with off card data i.e. verification by VISA/Master Secure Code-Password authentication for e-commerce transactions as per RBI guidelines.		
25	The Pre-paid card should be a magnetic-stripe personalized/Non-personalized card of VISA/MasterCard standards with the value stored in the Host based system.		
26	The system should fund Reloadable cards through Bank's Internet Banking/ATM, through interface with Service provider's solution and Bank's CBS application.		
27	The system should use a hardware security module (HSM) for PIN and CVD and CVD2 generation and verification		
28	The system should support customer selectable PINs.		
29	The Prepaid system must support linking of multiple cards to the same User ID.		
30	The system should provide a web-based interface to branches of Bank, Card Section and agencies with user authentication and authorization for issuance of Prepaid card as well as checking of balances and other details relating to the card account including closure of the card account.		
31	The solution should be consistent across modules/ application within the system and across all delivery channels to give uniform look to the user /customer.		
32	The Pre-paid card should be capable of being used for cash withdrawal at ATMs and POS terminals as well as POS transactions at EDC terminals.		
33	The system should provide necessary reports to the Bank for settlement of the daily transactions with VISA and MasterCard etc networks and also the data files on daily basis for affording credits to the cardholders maintaining account with the Bank through host file upload option for card accounts including cases where cards being closed or disputes resolved after closure of card accounts etc.		
34	The solution should undertake daily Reconciliation of the Transactions and provide reports of Reconciled/Un-reconciled/ exception transactions to the Bank. The Settlement Reports with Reconciliation reports should be available.		

Sr. No	Functionalities	Response	Remarks
35	The system should be supported by a robust Dispute Resolution Management System and provide Charge Back, Re-presentment, Debit/Credit adjustment, Pre-compliance, Compliance, Pre-Arbitration and Arbitration etc as per VISA and MasterCard etc operating regulations.		
36	The system should provide following Reports & MIS Branch-wise/Region-wise/Card Section: (Formats to be finalized with the winning Bidder) (Illustrative list) 1. Card Generation 2. Card status/ activity 3. Inventory balance 4. Card activated/ loads-daily 5. Card closure 6. Card re-fill 7. Card usage 8. Available Balance 9. Matched & Settled records 10. Unmatched records 11. Charge-back records 12. Balance sheet-daily 13. Settlement reports daily 14. Negative Balance-daily 15. Fraud Alert Reports		
37	The cardholders should be provided access to view and manage their card account through Internet; securely with proper authentication and identification		
38	The system should allow card ordering, indenting via agent/branch portal which should get reflected real time in the system.		
39	The system should support multiple card activation mechanisms like event based (on first transaction/ on first load), program based (bar code based activation for gift cards) and activation on customer verification in person or on IVR.		
40	The system should support features like loading at branch, agent, and internet banking (account to card transfer).		
41	The system should have a customer care portal to support various types of cardholder queries like lost/stolen card reporting, new card/reissue requests. The system should also support escalation of cases to supervisor for queries crossing Turn Around Time (TAT).		
42	The system must provide APIs to support PIN change on ATMs, IVR and cardholder self-care site.		
43	The system must support credit interest on credit balance for prepaid cards with configurable interest rates.		
44	The system should support a complete agent module with agent portal to provide value added services to cardholders.		

Sr. No	Functionalities	Response	Remarks
45	The solution should support top-ups using funding files, scratch cards, bank to card transfer from the agent and customer care portal		
46	The solution should have system security functionalities in terms of user authentication, access management, audit trails and data backup.		
47	The system should support Admin function at Card section and Zonal Office level for creation, modification, deletion, suspension of users.		
48	The system should provide Audit trail with user name, activity, , IP number of the terminal etc., of all the activities with date stamp of the server-retrievable for 8 years and in case of legal disputes till the dispute is resolved		
49	The system should support following features/capabilities in Fee Charging Module: 1. Online debiting with file upload to CBS host 2. Customer group level /card type/ individual/ corporate wise charging capability 3. As percentage of amount or per transaction 4. Transaction type, location of use, ATM or POS wise charging capability 5. Separate fees for PIN based and signature based transactions 6. Event based-renewal, replacement etc 7. Charging-Monthly/yearly/Daily/Free for life/taxes 8. System should be flexible to configure any other type of fee.		
50	The system should provide for following Risk Management features. Velocity checks, PIN, CVV validation, card hot-listing and Online alerts for suspect transactions etc.		
51	The system should provide for auto release of blocked funds for chargeback cases		
52	The Service provider should provide operations staff to manage day to day operations of the prepaid card management system and customer help desk		
53	The system should provide Pre-paid card management and also offer end-to-end services in Pre-paid card solution including back-end services of maintenance, Authorization, network management, MIS, Settlement Services and Dispute resolution.		
54	The system should have hosted services with infrastructure located in a PCI-DSS certified environment, fully functional, with sufficient scalability to accommodate growth in volume of transactions in future for authorization, authentication and settlement of transactions etc originating from Prepaid cards issued by the Bank. The infrastructure should be VISA and MasterCard etc certified.		
55	The system should have DRS facility of the entire infrastructure with maximum failover time of thirty (30) minutes.		

Sr. No	Functionalities	Response	Remarks
56	The Service provider to ensure 99.9% uptime for transactions and 99% for other services.		
57	The deliverables shall also include business operations support for the following: a. Processing of settlement files from the shared networks b. Processing of interchange settlement files c. Reconciliation of transactions. d. Generating the exceptions and taking appropriate action with the approval of the Bank. e. Generating and sending standard reports and other reports/ MIS as defined by the Bank from time to time. f. Timely escalation to the Bank on exceptions.		
58	The solution should provide EOD reconciliation and settlement i.e. daily reconciliation and settlement of unsuccessful transactions by credit to the cardholders accounts etc.		
59	The system should provide Card stock tracking and inventory management of stocks at Branches with details of Dead Stock, Slow moving etc. for proper replenishment from a central location.		
60	The solution should provide for following Card actions. Temporary blocking, Hot listing, Re-issuance and Re-issue with existing balance.		
61	The solution should provide for Pin re-issue/PIN-reissuance capability by Branches, Card Section, Agencies and IVR based system.		
62	The system should provide for Online email and SMS alerts for Transactions, Card status-Activation, Hot listing, support functions performed on the card etc.		
63	System should have Business Continuity Plan (BCP) in place.		
64	The Service provider must provide local implementation & software customization support.		
65	For database, the system should provide periodical dump or as and when requested by the Bank of the database with details of tables and Field Description to the Bank with utility to read the dump. For database other than oracle the system should provide data file in ASCII format or text file with separators with Field Description to the Bank.		
66	The system should provide multiple options for various load strategies i.e. loading at POS, via automated clearing house (ACH), corporate loads (fund transfer from one account to many accounts) and funding from other cards (online, via mobile device, via ATM networks) etc.		
67	The system should support loading using scratch cards & PIN Coupons where customer can SMS PIN to a predefined number in a specified format or input the PIN number to an IVR.		

Sr. No	Functionalities	Response	Remarks
68	The system should support single unique customer ID across products. This link should provide a consolidated view of the customer's activities/transactions		
69	The system should be able to interface with Bank's GL system for various reporting purposes.		
70	The solution should support standard messaging formats including ISO 8583 and XML, provide for seamless Hardware and Firmware upgrades; Operating System and Middleware upgrades.		
71	The solution should also be capable of providing interface/API with the Core Banking solution (at present TCS Bancs) of the Bank, any of the third party systems that the Bank is using currently, ATM Switch (at present Base24) of the Bank and real time electronic funds transfer Applications.		
72	The solution should provide wide range of global switching interfaces such as VISA and MasterCard etc and other EFT switches including domestic switching networks like NFS, etc through API.		
73	The system should include functionalities like, interchange accounting and necessary reporting tools/exposure management / risk management tools / Fraud Management and Anti Money Laundering (AML) Tools with web enabled MIS for Branches/Card Section of the Bank.		
74	The Service provider should implement the project in conformity with the latest VISA and MasterCard etc implementation guidelines for prepaid card programs.		
75	The Service provider should have implemented similar projects in any of the Banks/Financial institutions in line with RBI guidelines on Issuance and Operation of Pre-paid Payment Instruments in India (Service provider has to furnish support document compulsorily)		
76	Solution to be implemented should comply with Reserve Bank of India guidelines on financial outsourcing issued vide Annex to circular DBOD.No.BP.40/21.04.158/2006-07 dt. November 3,2006 and subsequent amendments / guidelines issued from time to time (Service provider has to furnish support document.)		
77	The Service provider should undertake the whole Card issuance process including procurement of Blank Plastic and card personalisation like card numbers generation, Embossing file, PIN generation and personalization as per VISA and MasterCard etc standards & guidelines.		
78	The Service provider has to supply User guide, Welcome letter and undertake Card Designing and marketing collaterals for launch of the product.		

Sr. No	Functionalities	Response	Remarks
79	The Service provider must provide 24 Hours helpline-Toll Free Number with Customer Service for Cardholders and its location (specify the number of call centre agents in the helpline team) with Trilingual support. English & Hindi and local language.(Tamil)		
80	The solution must support Dispute handling -Loss on account of copied card, stolen card and fraud to be borne by the Service provider.		
81	The Service provider must agree to audit of the facility by Banks own or designated audit teams and Reserve Bank of India officials and any other statutory body.		

Marketing Management capabilities:

For Bidders who wants to quote for additional revenue share percentage for marketing and sales support in the Commercial Bid.

S No	Functionalities	Response	Remarks
1	The Service provider to provide detailed resume of the Team directly responsible for		
	Sales and Marketing		
2	The Service provider to provide details of the sales and marketing team directly responsible for: 1. Prepaid card sales at retail outlets 2. Prepaid card sales to corporate customers 3. Prepaid card sales at bank branches		
3	Name of the Institution where Marketing support being provided		
4	Period of Marketing support		
5	Sales achievement during the period		

ANNEXURE 9: DETAILED IMPLEMENTATION PLAN PROPOSED BY THE BIDDER

ANNEXURE 10: PRE-PAID CARD MANAGEMENT SOLUTION AND PROGRAM MANAGEMENT INFRASTRUCTURE DETAILS

Bidder to provide the details of Hardware, software and support systems that will be utilized for the project:

Sr.No	INFRASTRUCTURE	DETAILS
1		
2		
3		
4		
5		
6		

Details of Card production facilities:

Sr.No	Place	Owned /Franchise	Postal Address	Contact Numbers	Service facilities available, Please describe	Number of Service engineers

Details of Team dedicated for the Project:

S. No	Item	Details
1	Name of Team Leader (TL)	
2	Contact Details of TL	
3	Overall program/ Prepaid Platform management team	
4	Card logistics team	
5	Operations team	
6	Size of the Team	
7	Average Age of the team	
8	Average duration of association with the Bidder	
9	Average industry Experience	
10	Detailed Employee Retention policies	

ANNEXURE-11: CUSTOMER REFERENCES

(Please furnish details of at least 2 Reference customers)

Sr. No.	Name	Designation	Bank	Address for communication	Phone/ Fax/ Mobile nos.

Annexure-12: Additional information that the bidder may like to give

ANNEXURE 13: Details of Back up policy and Disaster Recovery Measures.

ANNEXURE 14: COMMERCIAL BID

SUB : Bid document for Pre-Paid Card Management & Program Management Services On Revenue Sharing Model For 3 Years

REF : **HO/TMD/PG:338/2011-12 Dated 10.02.2012**

Bank intends to implement this Prepaid Program on a Revenue Sharing Model as detailed in this document and it is inferred that the revenue on this product would flow from the major areas as mentioned in the below tables for reloadable and non-reloadable cards.

The bidders are required to indicate the percentage of revenue sharing out of the entire shareable revenue, which include all the avenues of revenue under this proposed prepaid program as categorized below

Possible revenue streams which will be considered for sharing between Bank and the Service provider:

Sl.No	S No. Type of Revenue
1	Card Issuance Fee
2	POS Interchange
3	Load/ Reload Fee
4	Transaction Fee
5	All Card management fees
6	PIN reissuance charges
7	Card Activation/ Re-activation fee

Revenue streams which will **not be shared** between Bank and the Service provider:

Sl.No	Type of Revenue
1	Unused balances/ breakage/ Residual card balances
2	Float funds or any income arising out of float income
3	Cross Border transaction markup
4	Forex mark-ups on initial load and reload

FORMAT FOR COMMERCIAL BID

Commercials for providing Prepaid card Management and Program Management Services:

Sno	Item Description	Service provider's share i.e. Percentage. Mention only Service provider's share in percentage upto two decimal places (no other method of quote will be accepted).
1	Revenue Sharing Model-All inclusive. Revenue Sharing percentage from the shareable revenue earned which shall be shared with the Service provider. (MANDATORY)	% (PRICE A)

OPTIONAL QUOTE FOR MARKETING AND SALES SUPPORT

Sno	Item Description	Service provider's share i.e. Percentage. Mention only Service provider's share in percentage upto two decimal places (no other method of quote will be accepted).
1	Additional revenue sharing percentage from the shareable revenue earned for marketing and sales support (OPTIONAL)	% (PRICE B)

NOTES:

1. The L1 Service provider will be identified based on the **LOWEST PRICE A**.
2. The quote for **PRICE B** is optional for the Service providers and is indicative rate only.
3. The rates quoted above should be inclusive of all taxes.
4. The Service provider should agree to all the terms and conditions mentioned in this RFP.
5. The total cost for the program and all other cost specified above have to be borne by the Service provider out of the revenue shared by the bank. No separate payment will be made by the Bank to the Service provider.

Special
adhesive
stamp as on
indemnity

Service Provider Agreement

This MEMORANDUM OF AGREEMENT entered into aton this theday of201.... BETWEEN Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at 66, Rajaji Salai Chennai 600001 and havingoffice at..... hereinafter referred to as BANK which term shall wherever the context so requires include its successors and assigns AND M/s having its office at.....hereinafter referred to as SERVICE PROVIDER which term shall wherever the context so requires include its successors and assigns Witnesseth:

The Bank and the Service Provider are hereinafter referred individually as a “Party” and collectively as “Parties”.

The term “Bank” shall also include its Affiliates, Associates, Subsidiaries, Holding Company and/or promoters.

WHEREAS:

- A. The Bank is carrying on business of banking and is interested in outsourcing the work of
.....
- B. The Service Provider offered to take up the work of
.....on a principal to principal and on non-exclusive basis;
- C. The Service Provider has represented to the Bank that the Service Provider has the necessary infrastructure, skill, experience, resources and trained personnel to enable the Service Provider to assist the Bank
.....and to perform such other activities which shall include, but not be limited toand such other allied acts as may be necessary for enabling the Service Provider to fulfill its obligations as contemplated in this Agreement;
- D. Relying upon the aforesaid representations and assurances of the Service Provider, and believing the same to be true, the Bank has vide its letter dated.....appointed the Service Provider on certain terms and conditions

and the same has been accepted by the Service Provider.

Now therefore, in consideration of the above premises and mutual covenants contained hereinabove, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 Definitions and Interpretations

1.1 **Definitions:** In this Agreement the following expressions shall have the meaning hereinafter assigned to them:

1.1.1 “*Activities*” means theActivities or such other activities, which is added to, or deleted from the scope of the Activities to be carried out by the Service Provider in terms of this Agreement, by mutual agreement between the parties hereto.

1.1.2 “*Agreement*” means this Agreement and any amendments or modification made thereto in accordance with the provisions of this Agreement.

1.1.3 “*Customer(s)*” means the customer(s) of the Bank.

1.1.4 “*Laws or Law*” shall mean and include laws, treaties, ordinances, judgements, decrees, injunctions, writs, orders and stipulations of any court, arbitrator or governmental agency or authority and statutes, rules, regulations, orders and interpretations thereof of any national, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Parties.

1.1.5 “*Products*” shall include but not be limited to providing financial assistance in terms of the financing schemes prepared by the Bank from time to time in respect of consumer durable goods and/or motor vehicles, personal loans, finance for two wheelers, housing loans and such other products, as the Bank may from time to time intimate to the Service Provider for carrying out of the Activities by the Service Provider to the Bank during the Term of this Agreement.

1.1.6 “..... *Activity*” means those activities as mentioned in the scope of work of the project.

1.1.7 “*Personnel*” shall mean trained and qualified employees of the Service Provider under the supervision and control of the Service Provider for discharging the responsibilities and performing such Activities for and on behalf of the Service Provider as assigned to them by the Service Provider, which includes the supervision of the Activities undertaken by the Personnel.

1.1.8 “*Services*” means the activities or such other service which is added to the scope of the Services to be provided by the Service Provider to the Bank in terms of this Agreement, as mutually agreed to by the Service Provider and the Bank from time to time

1.2 Interpretations

1.2.1 Reference to any statute or statutory provision shall include a reference to that statute or statutory provision for the time being in force and also to amendment, extension, modification, re-enactment or repeal thereof.

1.2.2 References to Clauses and Articles shall be to Clauses and Articles of this Agreement.

1.2.3 Headings in this Agreement are for convenience of reference only and shall not govern or affect the construction or interpretation of the text of the clauses of this Agreement. Any 'Explanation' is to be treated as an integral part of this Agreement.

1.2.4 Words importing singular shall include the plural and vice versa, and words importing the male sex shall include for its purposes the female sex and vice versa.

ARTICLE 2 This Agreement shall commence from and shall continue for a term ofmonths initially ("Term"), unless otherwise terminated in accordance with ARTICLE 7.

ARTICLE 3 Appointment of the Service Provider:

3.1 Subject to the terms and conditions contained in this Agreement and in the letter dated..... Of the Bank and the consideration as agreed to the Service Provider shall provide Activity on a non-exclusive and principal-to-principal basis and in its capacity as an independent Service Provider.

3.2 The Service Provider shall be responsible to undertake the Activities, functions, responsibilities and duties as provided herein this Agreement and in accordance with Scope of work of the project.

3.3 Notwithstanding anything contained in this Agreement, nothing shall restrict the right of Bank to do theactivities on its own or to appoint any other Service Provider in relation to such activity of the Bank and to carry on such similar Activities on similar or on any other terms and conditions as Bank may deem fit and proper, which may be at variance with the terms and conditions contained herein.

ARTICLE 4 Activities to be undertaken by the service provider

4.1 The Service Provider shall, at its sole discretion, risk and liability, employ on its rolls such number of Personnel and provide and depute such number of suitable and qualified Personnel/Executives to carry on theActivities for and on behalf of the Service Provider, undertaken by the Service Provider in this Agreement.

4.2 The Service Provider shall carry out the Activities as per the time schedule, as is communicated to the Service Provider by the Bank from time to time.

4.3 The Personnel of the Service Provider shall always remain under the employment, supervision and control of the Service Provider and provide such

services as may be agreed between the Service Provider and the Personnel. The contract is between the employee and the Service Provider and no way connected to the Bank

4.4 The Service Provider shall pay all wages, salaries, employee payments of any kind including terminal benefits which shall include notice salary, retrenchment compensation, bonuses, leave salaries, provident fund, employees state insurance contributions, and other contributions to the Personnel directly and the Bank shall not be liable in this regard to the Service Provider or the Personnel in any manner whatsoever. In respect of the Personnel hired by the Service Provider, the Service Provider shall comply with all the statutory responsibilities and obligations as prescribed under the relevant rules and statutes for the time being in force and ensure that no nexus, either direct or indirect, shall be established between the Personnel and the Bank which may lead to any presumption or conclusion to the effect that the Personnel may be treated as the employees of the Company.

4.5 The Service Provider hereby agrees, accepts, acknowledges and undertakes that at no point of time, either the Service Provider or any of the Personnel shall make any representation or statement that may lead to any presumptions that the Service Provider or any of the Personnel of the Service Provider are the employees of the Bank. The identity cards, badge, letter heads and other similar things used by the Service Provider and/or the Personnel in the ordinary course of business of the Service Provider shall clearly depict without any ambiguity the existence of the separate entity of the Service Provider from the Bank.

4.6 Without prejudice to whatsoever has been agreed to in clause 3.2 hereinabove the Service Provider shall at its own cost, obtain for itself, and renew in accordance with applicable laws, requisite licences, registrations, permissions, etc. including those under the Contract Labour (Abolition and Regulation) Act, 1970, and submit such returns, papers or documents to any government or local authority as may be required by Law to be obtained or submitted. All taxes, fees, charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the Service Provider except Service Tax or any other similar tax or levy imposed by State or Central Government on the type of services rendered by the Service Provider to the Company, present or future. Any loss caused, penalty imposed or legal obligation created on account of the failure to adhere to any Laws in regard to submission of such returns as may be required, shall be borne by the Service Provider and the Bank shall not be liable for any damages or cost, penalty or payments in this regard.

4.7 The Service Provider shall independently exercise powers and functions of supervision and control over all its personnel solely and exclusively through managers/supervisors employed by the Service Provider itself, which managers/supervisors shall be employed by the Service Provider in adequate number/numbers for in the designated Premises to enable the Service Provider to discharge its obligations under this Agreement.

1 Explanation:

The powers and functions of supervision and control mentioned in this clause 4.7 shall include all possible powers and functions exercised by employer vis-à-vis employee including but not limited to all instructions including those related to overtime of special functions/tasks, assignment of duties, dealing with leave requirements, all issues related to all payments including payment of wages, overtime, bonus, gratuities, advances/loans, and disciplinary proceedings/action including but not limited to termination of services.

4.8 The Service Provider shall not have any authority to and shall not enter into any agreement(s) on behalf of the Bank, draw, accept, or endorse any bill of or on behalf of the Bank or use the name or logo of the Bank.

4.9 The Service Provider shall not modify or alter the Bank's Products in any manner whatsoever without the prior written consent of the Bank.

4.10 The Service Provider shall not directly or indirectly pay, offer or authorise payment for anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organisation contrary to applicable laws. Further the Service Provider in order to maintain and enhance the goodwill and the Brand Equity associated with the Bank's name, trade name, logos that the Bank shall allow the Service Provider to use in terms of the stipulations provided herein the Service Provider hereby agrees, accepts, acknowledges and undertakes to abide by principles of business integrity.

4.11 The Service Provider undertakes that no unfair, monopolistic or restrictive trade practices, or unfair labour practices as defined under applicable law will be adopted and it shall not collude / communicate with any of the competitors of Bank to fix prices for Product / goods or Activities for any purpose whatsoever.

4.12 The Service Provider shall avoid any conflict of interest with the Bank, and also undertakes that each and every person who is an employee, agent, consultant, or representative of Service Provider, will avoid any conflict of interest with the Bank, and if any person, including any of those mentioned above, is in any way, connected with the performance of obligation under this Agreement, then such person will also take care to ensure avoidance of conflict of interest with the Bank and misuse of the Bank resources, in each and every act done by the Service Provider.

4.13 The Service Provider shall allow the Bank or its representatives to enter the Premises at all times, without any notice, for overseeing the Activities and physical verification of all records, employee related or otherwise which are maintained by the Service Provider in connection with the Activities undertaken by the Service Provider under this Agreement. This inspection shall not be construed as the statutory/internal audit of the Service Provider as may be required under any law.

4.14 The Service Provider hereby agrees that all the necessary information, files documents, necessary papers etc. shall be sent by the Service Provider through

such Courier-Service that has been approved by the Bank and duly intimated to the Service Provider from time to time, the cost of which shall be reimbursed by the Bank to the Service Provider.

ARTICLE 5 Fees, Expenses and Remuneration

5.1 The Bank agrees that charges more specifically mentioned in the Purchase Order shall be paid directly to the Service Provider on a [monthly basis] by the Bank after invoices of the same have been raised by the Service Provider on the last day of the month within a period of 15 days from the receipt of such invoice by the Bank subject to deductions of applicable taxes/levies.

ARTICLE 6 Terminations

6.1 This Agreement may be terminated in the following circumstances:

- a) By the mutual consent of the Parties;
- b) On the expiry of initial agreed period, unless renewed by mutual consent one month prior to such month on the expiry of which termination ought to have taken effect.
- c) On the occurrence of any event or any omission which may lead to the violation of any of the covenants or stipulations or warranties stipulated in this Agreement

6.1.1 Either party may terminate this agreement by issue of 3 months notice to the other party without assigning any reason; however notwithstanding anything contained herein in exigent circumstances, the agreement can be terminated by Bank instantly without any notice.

ARTICLE 7 Consequences of Termination

7.1 Without prejudice to all other rights and remedies available to Bank, in the event of the expiry or prior termination of the Agreement as aforesaid, the Service Provider shall unless otherwise agreed upon in writing, do the following forthwith;

- a. Cease to use the IPR or any insignia on any stationery, letterhead, document, nameplate, neon- signs, furniture, and representation or in any other manner;
- b. Destroy or return to the Bank all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature
- c. Immediately repay all amounts owing to the Bank including advance if any paid by the Bank for and on behalf of the Service Provider as per the Bank's books, regardless of whether or not such amounts have become due, but subject to deduction of dues from the Bank to the Service Provider.
- d. Cease to represent Bank or source business for Bank, in any manner whatsoever.

- e. Return all the records, files and documents relating to this Agreement whether in the form of hardbound, loose leaf or in any electronic medium to the Bank.
- f. Allow representatives of the Bank at all times to remove all the data (physical or other- wise), and other assets belonging to Bank without restrictions, objections, harm or obstructions of any nature whatsoever
- g. Withdraw all its personnel from the Premises as per the instructions of the Bank in this regard.
- h. Ensure that all personnel, who are deputed to perform the Services in the Premises, return all Bank identity/visiting cards available in their possession;

ARTICLE 8 Confidentiality

8.1 It is hereby agreed by and between the Parties hereto that all information with respect to the business and operations of Bank, Services, its credit policies, its database shall be kept strictly confidential by the Service Provider and its directors and employees and the same shall not be disclosed or revealed except with the prior written permission of Bank, to third parties or otherwise be used, except in connection with this Agreement and the performance of its duties and obligations there under, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the Service Provider shall be the exclusive property of Bank and the Service Provider shall not have any rights over the data whatsoever.

8.1.1 Both parties shall keep confidential all information of the other party, which it receives, which by their nature is confidential or proprietary with the same degree of care, as it would treat its own confidential information.

(As used herein, the term “Confidential Information” means any information, including but not limited to, Bank's policies, the Activities, Products including the development of the Products, its credit policies information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party, its employees or its representatives receiving such information.)

8.2 At all times, the Service Provider shall abide by all applicable Bank's security rules, policies, standards, guidelines and procedures. The Service Provider agrees that before any of its employees or agents may be given access to the Confidential Information, each such employee and agent shall agree to be bound by the term of

this Agreement and such rules, policies, standards, guidelines and procedures by its personnel or agents. The Service Provider, its Personnel and the agents of the Service Provider will continue to hold in confidence all Confidential Information, which obligation shall survive any expiration or termination of this Agreement. In the event Service Provider breaches this Agreement, Company shall be entitled to seek temporary and permanent injunctive relief against Service Provider including actual damages, which Bank shall have incurred as a consequence of the breach.

8.3 The parties agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement, any amendment hereof, and any Exhibit, Annexure(s), Attachment or Appendix hereof.

ARTICLE 9. Force Majeure

9.1 Notwithstanding anything to the contrary in this Agreement, a Party hereto shall not be liable to the other Party for any loss, injury, delay, damages or other injury suffered or incurred by such other Party due to riots, storms, fire, explosions, acts of God, war whether declared or not, Government or police action or any other cause which is beyond the reasonable control of such Party, nor shall any failure or delay by either Party hereto in the performance of any of its obligations under this Agreement due to one or more of such causes be construed as a breach of this Agreement or any provision of this Agreement as the case may be, for the purpose of it being considered a default under the termination clause or for any other purpose.

ARTICLE 10 Non- Waiver

10.1 The Bank and the Service Provider mutually agree that in performing any act under this Agreement, time shall be of the essence and that the failure of either party to exercise any right or remedy shall not be deemed a waiver of any of the obligations of the other party or any right or remedy of either party.

ARTICLE 11 Representations and Warranties

11.1 The Service Provider hereby represents that it has the authority, skill, experience and each of the Personnel deputed by it to deliver under this agreement is well trained & qualified to render designated activities hereunder and shall do so in an ethical and bona fide manner and in compliance with all applicable laws and policies.

11.2 The Service Provider is duly organized, validly existing, and in good standing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement and execution of this Agreement or consummation of the transaction contemplated hereby will not:

- a) Violate, conflict with or result in the breach of any of the terms or conditions of or give any other contracting party the right to terminate or constitute default under any material instrument, contract or agreement. or
- b) Require the approval or consent of any central, state, local or other governmental or regulatory body or any other person.

11.3 The Service Provider has obtained/shall obtain all necessary licences, permissions, registrations (as applicable) for all its office locations and Professional Tax registration. In addition the Service Provider shall make necessary nominations under the Payment of Gratuity Act, Employees Provident Fund and Miscellaneous Provisions Act, Employee State Insurance Act, Contract Labour (Regulation and Abolition) Act, etc for all the Personnel with the necessary authorities.

11.4 The Service Provider hereby represents and warrants that the information submitted by the Service Provider to the Bank either in the form of representations are true and complete and that there is no material fact that has not been disclosed to the Bank which may have the adverse impact on the decision of the Bank to enter into this Agreement with the Service Provider.

11.5 The Service Provider undertakes not to entertain any application from persons where the Service Provider or its employees or personnel engaged by the Service Provider is/are interested and such applications shall be returned to the bank for doing the needful.

ARTICLE 12 Indemnifications

12.1 The Service Provider undertakes to indemnify and keep Bank and its officers/employees fully indemnified and harmless from and against all the consequences of any action leading to breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "Claims") faced, suffered or incurred by the Bank. The Service Provider hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the Personnel and/or any false representations and warranties of the Service Provider.

12.2 Similarly, in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the Service Provider, its employees, officers, agents the Service Provider undertakes to pay on first demand made by Bank of any amount on this account without any demur, reservation, contest, protest whatsoever within 7 working days of the demand being made. Bank may at its option settle any or all Claims made on it and recover the amount so paid from the Service Provider and/or make deductions from the amount payable by Bank to Service Provider.

12.3 The Service Provider hereby agrees, acknowledges and undertakes that the Service Provider shall be responsible and shall take all necessary steps to ensure that the Bank, directors, employees, officers and associates of the Bank are not put into any inconvenience from police, officials of any government, semi-government, judicial or quasi-judicial authorities on account of any non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or

undertaking made by the Service Provider, its personnel including employees, officers, agents.

12.4 The Service Provider hereby authorizes Bank to make deductions to any sum, being the loss or damage suffered by it on account of any default or breach committed by the Service Provider or its employees, agents, representatives, as mentioned hereinabove or hereinafter, provided always that the amount of loss or damage suffered shall be arrived at after mutual consultation and Agreement between both the parties.

12.5 The Service Provider shall not set up defence or claim in any suit, plaint, petition, complaint, written statement, application to the effect that the Personnel engaged by the Service Provider are the employees of Bank.

ARTICLE 13 Construction and Amendments

13.1 This Agreement sets forth the entire Agreement and understanding among the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them, and none of the Parties shall be bound by any conditions, understandings or representations with respect to such subject matter other than those expressly provided therein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer of the Party to be bound thereby.

13.2 This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

ARTICLE 14 Counterparts

14.1 This Agreement shall be executed simultaneously in two (2) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one (1) instrument.

ARTICLE 15 Assignments

15.1 Neither party shall assign wholly or partially any of their rights or obligations under this agreement without the written consent of the other party.

ARTICLE 16 Independent parties

16.1 The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. It is expressly agreed by the Parties that Bank shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in the event of the death of, or in the event of any injury sustained by any employee, agent, representative or Personnel of the Service Provider during performance of their functions or rendering services under this Agreement.

16.2 The Service Provider shall ensure that all visiting cards of the Personnel, billboards, hoardings, name plates, insignia and others similar things mention the name/entity of the Service Provider clearly, to the bank, and that all identity cards issued by the Service Provider to the Personnel clearly display the name/entity of the Service Provider and the designation or work profile/nature of work of the relevant personnel in the business entity of the Service Provider.

16.3 All communications from the Service Provider to any party must necessarily carry/show the name/entity of the Service Provider only and not mention the name of Bank except to the extent required to carry out the work entrusted under this agreement.

ARTICLE 17 Representations on authority

17.1 Each signatory to this Agreement represents and warrants that he is duly authorized by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals including the requisite Board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.

ARTICLE 18 Partial invalidity

18.1 It is expressly agreed and declared that if, for any reason whatsoever at any time after execution hereof, any Court of competent jurisdiction or arbitrators holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement.

ARTICLE 19 Governing law

This Agreement shall be governed by and construed in accordance with the laws of India.

ARTICLE 20 Jurisdictions

This agreement shall be subject to the exclusive jurisdiction of the Courts at CHENNAI.

ARTICLE 21 Non-exclusives

Service Provider agree and understand that this agreement shall not restrict or prohibit bank from entering into similar arrangement with anybody of its choice nor doing such processing work on its own.

ARTICLE 22 Notices

All notices and other communications in respect of this Agreement shall be given in writing in English by registered airmail, postage prepaid, or by telex or facsimile to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

(a) In the case of a notice to Bank at:

Address: _____,

_____.

(b) In the case of a notice to the Service

Provider at: Address: _____

_____.

or such other address as the Party to whom such writing is to be given shall have last notified to the

Party giving the same in the manner provided in this Clause.

ARTICLE 23 Compliance with laws

23.1 At all times Service Provider shall keep itself fully informed of applicable laws, in relation to carrying out designated Activities including procurement and renewal of licenses, permits, and certificates and payment of taxes where required.

23.2 The Service Provider shall ensure to register, obtain and renew in accordance with requirement/law, licenses (as applicable) and comply with the provisions and requirements of the relevant Labour Laws including but not limited to Minimum Wages Act, Provident Fund Act, Employees State Insurance Act etc. and other applicable statutory enactments including but not limited to the Tamil Nadu Shops and Establishment Act, for all its office locations (which office locations, as well as any other addresses of the Service Provider shall be maintained by the Service Provider independent of and in addition to the offices of the Bank), and carry out the designated Activities in full compliance with all laws, ordinances, regulations, rules and order of the land. The Service Provider shall ensure that it has its own independent registrations and employer code numbers under the Provident Fund Act and the Employees State Insurance Act.

ARTICLE 24 Arbitration clause

24.1 In the event of any dispute or difference relating to interpretation and application of provision of the Contract and all disputes /claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties hereto or the respective representatives touching the constructions/application of any provision/clause hereto or any account or liability between the parties hereto or as to any act or deed or omission of any party hereto, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian Arbitration and Conciliation Act, 1996.

24.2 The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted comprising three Arbitrators, each party appointing one arbitrator

and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The venue of the arbitration shall be exclusively either at Office of Circle Head or mutually agreed place and any award passed by the arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator.

Notwithstanding anything contained in this agreement the decision of the Bank will be final and binding on the Service Provider in case of any discrepancies

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorised representatives as of the date first above written.

SIGNED, SEALED and DELIVERED
By the within named Indian Bank
Through its authorised representative
Mr..... its
.....

.....in the presence of:

- 1
- 2

SIGNED, SEALED and DELIVERED
By the within named Service Provider,
.....through its
authorised representative
Mr..... its
.....

.....in the presence of:

- 1.
- 2.