Request for Proposal (RFP)

For

Engagement of Vendor for Loyalty Programme Management for IDBI Bank Credit Cards
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### 1. Document Control Sheet

<table>
<thead>
<tr>
<th><strong>Name of the Company</strong></th>
<th>IDBI Bank Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date of issue of RFP</strong></td>
<td>19th July 2014</td>
</tr>
<tr>
<td><strong>RFP/Bid Reference</strong></td>
<td>IDBI BANK/Credit Card-RFP/3/2014-15</td>
</tr>
<tr>
<td><strong>Last date for submission of Pre bid queries</strong></td>
<td>23rd July 2014, up to 05:00 PM queries should be forwarded strictly in the format given in Annexure 1 of this RFP</td>
</tr>
<tr>
<td><strong>Pre-Bid Meeting</strong></td>
<td>25th July 2014 at 04:00 PM</td>
</tr>
<tr>
<td><strong>Cost of the Bid Documents (Non-refundable)</strong></td>
<td><strong>Rs.10,000/-</strong> (Rupees Ten Thousand only) in the form of Demand Draft issued by a Scheduled Bank in favour of ‘IDBI Bank Limited’, payable at Mumbai.</td>
</tr>
<tr>
<td><strong>EMD</strong></td>
<td><strong>Rs.10.00 lakhs</strong> - (Rupees Ten Lakhs only). EMD in the form of Demand Draft (DD)/Pay Order (PO)/Banker’s Cheque (BC) issued by a Scheduled Bank in favour of “IDBI Bank Limited” payable at Mumbai</td>
</tr>
</tbody>
</table>
| **Address for Communication & Meetings** | DGM- Cards Department  
IDBI Bank Limited, Alternate Channels,  
13th Floor, C- Wing, IDBI Tower  
WTC Complex, Cuffe Parade  
Mumbai – 400005  
PH: 022- 6655 2263  
email:- idbiccrfp@idbi.co.in |
| **Mode of submission** | • Two envelope: Technical Bid – Hard copy and soft copy  
• One envelope: Commercial bid - Hard copy only  
• Both the envelopes to be enclosed in a Single sealed envelope. |
| **Last Date and Time for Receipt/Submission of Bids** | 08th August 2014 by 03:00 PM |
| **Date and Time of Opening of Technical Bids** | 08th August 2014 by 03:30 PM |
| **Place of Opening of bids /pre-bid meeting** | IDBI Bank Limited, Alternate Channels,  
13th Floor, C- Wing, IDBI Tower  
WTC Complex, Cuffe Parade  
Mumbai - 400005 |
| **Date and Time of Opening of Commercial Bids** | Will be indicated at a later date. |

**Bid document may be downloaded from Bank’s Website [www.idbi.com](http://www.idbi.com)**

**Note:** This tender document is not transferable. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise. This tender document has 92 pages.
2. **Disclaimer**

The information contained in this Request for Proposal document ("RFP") or information provided subsequently to the applicants whether verbally or in documentary form by or on behalf of IDBI Bank Limited ("IDBI Bank / Bank"), is provided to the Bidder(s) on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is neither an offer nor an invitation by IDBI Bank. This RFP is to invite proposals from the applicants, who are qualified to submit the bids ("Bidders"). The purpose of this RFP is to provide the Bidder(s) with information to assist them in formulation of their proposals (the Bids). This RFP does not claim to contain all the information each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement / refund etc., conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary may obtain independent advice.. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updations, modification, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change(s) will be intimated/may be made available to all Bidders or can be accessed in website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available to all Bidder(s) by IDBI Bank.

IDBI Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or Authoritative statement of law. IDBI Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

IDBI Bank reserves the right to reject any or all proposals / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the parties / Bidders directly or indirectly connected with the bidding process.
## Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tbody>
<tr>
<td>BFSI</td>
<td>Bank, Financial Services and Insurance</td>
</tr>
<tr>
<td>CA</td>
<td>Chartered Accountant</td>
</tr>
<tr>
<td>DR</td>
<td>Disaster Recovery</td>
</tr>
<tr>
<td>DTH</td>
<td>Direct To Home</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>FY</td>
<td>Financial Year</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>KYC</td>
<td>Know Your Customer</td>
</tr>
<tr>
<td>MIS</td>
<td>Management Information System</td>
</tr>
<tr>
<td>PCI-DSS</td>
<td>Payment Card Industry Data Security Standard</td>
</tr>
<tr>
<td>POS</td>
<td>Point of Sale</td>
</tr>
<tr>
<td>PSE</td>
<td>Public Sector Enterprise</td>
</tr>
<tr>
<td>PSU</td>
<td>Public Sector Undertaking</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>SSL</td>
<td>Secure Sockets Layer</td>
</tr>
<tr>
<td>TDS</td>
<td>Tax Deducted at Source</td>
</tr>
<tr>
<td>VAT</td>
<td>Value Added tax</td>
</tr>
<tr>
<td>WTC</td>
<td>World Trade Center</td>
</tr>
</tbody>
</table>
4. **Introduction**

IDBI Bank Limited (**IDBI Bank**) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a banking company under section 5(c) of the Banking Regulation Act, 1949 (10 of 1949). IDBI Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. RBI has categorized IDBI under a new sub group "Other Public Sector Bank". IDBI Bank is engaged in providing finance to industries and conducting banking business. IDBI Bank with its Registered Office at "IDBI TOWER", WTC Complex, Cuffe Parade, Mumbai and Zonal Offices in different regions of the country has a pan-India presence and has also ventured outside India by opening its first branch in Dubai.

IDBI Bank has decided to launch its Credit Card Product line and has engaged a third party processor for end-to-end credit card processing. The Bank is currently in the process of evaluating vendors for Loyalty Program Management for the proposed Credit Card products.
5. Request for Proposal (RFP)

5.1. Introduction

This invitation for Bids / “Request for Proposal” (RFP) is to invite proposals from eligible parties having experience in providing end to end loyalty and reward programme management related to Credit Card products as per the Scope of Work (as may be amended) contained in the RFP. The objective of engagement of third party vendor is to conceptualize, design, implement and manage customer loyalty and rewards program for the Bank’s customers and for the target segments as specified by the Bank including designing customized loyalty solutions as and when felt necessary by the Bank. The Bidder should manage end to end solution which includes sourcing of merchant discount offers, their effective communication and carrying out the accrual and redemption of loyalty points, among others. The contract period and the timeframe for setup of the services have been highlighted in sections 6.26 and 6.27.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and the successful Bidder as identified by the Bank after completion of the selection process.

Sealed offers / Bids prepared in accordance with this RFP should be submitted to IDBI Bank representative within the dates specified at the following address:

DGM – Cards Department
Alternate Channels & Cards
IDBI Bank Limited,
13th Floor, C- Wing,
IDBI Tower, WTC Complex,
Cuffe Parade
Mumbai – 400005

5.2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder’s risk and may result in rejection of the Bid for which IDBI Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

5.3. Cost of Bidding

The Bidder shall bear all costs associated with or incidental to the preparation and submission of its Bid and IDBI Bank will in no case be held responsible or liable for these costs, regardless of the
conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.

5.4. **Cost of RFP / Bid document**

Cost of RFP/Bid document is **INR 10,000/- (Rupees Ten Thousand only)**. The prospective Bidder is required to pay the prescribed amount in the form of Demand Draft / Banker’s Cheque / Pay Order from any Scheduled Commercial Bank drawn in favour of ‘IDBI Bank Limited’, payable at Mumbai, at the time of purchasing the RFP/Bid Document. In case, RFP is downloaded from IDBI Bank’s website (www.idbi.com) the prescribed amount towards the cost of the RFP should be paid should be paid (by Demand Draft / Banker’s Cheque / Pay Order from any Scheduled Commercial Bank drawn in favour of ‘IDBI Bank Limited’, payable at Mumbai), along with the Bid response/submission of Bid.

Details of payment towards the cost of Bid Document are to be given in the covering letter. Bids without the payment of amount towards the cost of Bid Document shall be summarily rejected. The cost of RFP / Bid document is non-refundable. It is hereby clarified that the amount so paid towards the cost of this RFP is not earnest money / security deposit and shall not be adjusted against any amounts paid/payable by the Bidder.

5.5. **Bid Security (EMD)**

A Bid Security amount of **INR 10,00,000/- (Rupees Ten lakh only)** by way of demand draft or pay order issued by a Schedule Commercial Bank in favour of ‘IDBI Bank Limited’ payable at Mumbai is to be provided along with the Technical Bid. The bid security shall be furnished in Indian National Rupee [INR] only. Any Bid not secured by EMD as mentioned above, shall be summarily rejected forthwith by IDBI Bank, without any further correspondence, as non-responsive. Bid Security amount will not bear any interest and this amount shall be forfeited in the event of: (i) withdrawal of Bid by the Bidder during the Bid validity period; (ii) a Bidder making any statement or enclosing any form, which turns out to be false, incorrect and/or misleading and/or concealing or suppressing material information at any time; or (iii) any evasion, avoidance, refusal or delay on the part of the Bidder to sign and execute the order/purchase order/service order or any other documents, as may be required by Bank in case its Bid is accepted. In case of a successful Bidder the Bid Security will be refunded after the Bidder signs the Contract and furnishes the Performance Bank Guarantee and in case of unsuccessful Bidders the Bid Security will be refunded without any interest thereon within a period of 90 (Ninety) days after the expiry of Bid validity period.

5.6. **Clarification of Bidding Documents**

Prospective Bidders requiring any clarification with respect to this RFP may seek a clarification from IDBI Bank in writing at idbicrcrfp@idbi.co.in.

Mailing Address:

DGM- Cards Department
Alternate Channels& Cards
IDBI Bank Limited
13th Floor, C-Wing
IDBI Tower, WTC Complex
Cuffe Parade
Mumbai: 400005

IDBI Bank may respond to such clarifications by e-mail/letter/fax which it receives not later than 05:00 PM on 23rd July 2014. IDBI Bank shall not be responsible or liable for any delay in above communication caused due to any reason whatsoever.

Further, IDBI Bank may hold a pre-Bid meeting for any request or queries for clarification on the Bid document, from the prospective Bidders which it receives not later than 05:00 PM on 23rd July 2014. The RFP document is intended solely for the information of the party to whom it is issued. Each recipient of the RFP (prospective Bidder) may notify the Bank of any error, fault, omission, or discrepancy found in this RFP document as pre-bid query on or before the last date of submission of pre-bid query.

Any clarification given by IDBI Bank shall be final, conclusive and binding on the Bidders.

5.7. Amendment of Bid Document/RFP

IDBI Bank reserves the sole right to amend / modify the RFP Document and/or to include any addendum to this RFP. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid. At any time before the deadline for submission of Bids, IDBI Bank may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP and all such modifications shall be binding on them.

The amendment(s) / addendum(s) / corrigendum(s) made to this RFP shall be brought to the notice of all / made accessible to all prospective Bidders, who have received this RFP by hosting the same on IDBI Bank’s website (www.idbi.com), and all such amendments shall be binding on them.

If required, in order to allow prospective Bidders reasonable time, in which, to take the amendment/addendum into account in preparing their Bids, IDBI Bank at its sole discretion reserves the right (but shall not be bound) to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on IDBI Bank for the same. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

5.8. Eligibility Criteria

The Bidders who qualify on each and all of the below mentioned criteria would be qualified to submit the bid and will be evaluated as per details provided further in this document. Bidder should provide full details on each of the below requirements.
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Eligibility Criteria</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Bidder should be a company incorporated in India and should have been in operation for a period of at least 3 years in India as on date of the RFP, with considerable expertise in conceptualizing, designing, implementing and managing end to end customer loyalty and rewards program.</td>
<td>Certified copy of Certificate of Incorporation in case of private limited company and Certificate of Commencement of Business in case of a public limited company.</td>
</tr>
<tr>
<td>2</td>
<td>The Bidder should have experience in providing the Loyalty Programme management solution for atleast 2 Commercial Banks in India as on date of submission of bid.</td>
<td>The Bidder should submit the certificates from respective banks of the same as part of its Bid.</td>
</tr>
<tr>
<td>3</td>
<td>The Bidder should be PCI-DSS Compliant and the Data Centre should be ISO 27001 certified.</td>
<td>Copy of certificates should be submitted as part of Bid.</td>
</tr>
<tr>
<td>4</td>
<td>The Bidder should have both primary and DR center with full back up arrangement.</td>
<td>The Bidder has to submit the audit certificate.</td>
</tr>
<tr>
<td>5</td>
<td>The Bidder should have provided a dedicated interactive secure online website for the loyalty rewards program with SSL which enables customers to inquire &amp; request for redemptions for atleast 2 commercial Banks.</td>
<td>The Bidder should submit the documentary evidence of the same as part of its Bid.</td>
</tr>
<tr>
<td>7</td>
<td>The Bidder should have a turnover of minimum Rs. 3 Crores with positive net-worth during each of the previous 3 financial years as per the audited financial statement. i.e. FY 2011-2012, FY 2012-13, and FY 2013-14.</td>
<td>Audited Financial Statements or CA certificate (for FY 13-14)</td>
</tr>
<tr>
<td>8</td>
<td>The Bidder should not have been blacklisted by any Govt./ Govt. Agency /Bank(s) /Financial Institutions in India or overseas in the last three years.</td>
<td>The Bidder has to submit self certification on its letterhead.</td>
</tr>
</tbody>
</table>

5.9. **General Instructions**

5.9.1. Bidder Responsibility

i. If the Bid includes equipment products /services /software and/or support by other companies or individuals, the Bidder as the principal Bidder shall be responsible for their delivery, installation and maintenance and uninterrupted operations. The Bidder must ensure
that they possess the necessary expertise for executing aforesaid task and the requisite permission/license for the equipment/software. It will be the responsibility of the Bidder to enter into inter-se agreement with such other service provider(s) so as to ensure uninterrupted operations.

ii. Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under the Applicable Laws for performing the Services.

iii. If the Bid includes equipment in addition to the above, the Bidder would also be required to ensure the following:

- In case any part of the work process is required to be out-sourced by the Bidder, the Bidder shall seek prior approval of the Bank.
- The Bidder must ensure and confirm due diligence / KYC / Physical verification of its own as well as the employees of its service providers / sub-contractors and must be able to provide documentary evidence for the same if required.
- The Bidder must build adequate safeguards to ensure that the information / documents / records / assets of the Bank are maintained in a way that the same are safe and there is no commingling of similar information with other organizations to which it may be providing services.
- The Bidder shall ensure preservation of all documents / data in accordance with all legal and regulatory obligations.

5.9.2. The RFP cannot be sold and / or transferred / assigned. If the same is done, tender documents are liable to be summarily rejected by IDBI Bank. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the Bidder.

5.9.3. The Bidder must comply with all the requirements under this RFP. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.

5.9.4. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

5.9.5. The Bid consists of two parts namely, Technical Bid and Commercial Bid, which are required to be submitted in two separate sealed envelopes marked as "Technical Bid" and "Commercial Bid".

5.9.6. All the Bids, should be duly addressed DGM – Cards Department, Alternate Channels& Cards, IDBI Bank Limited and must be submitted to the Bank representative mentioned below at the following address on or before the due date specified in the Document Control Sheet:

DGM- Cards Department
Alternate Channels& Cards
IDBI Bank Limited
13th Floor, C-Wing
IDBI Tower, WTC Complex
Cuffe Parade
Mumbai: 400005
5.9.7. Bank reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

5.9.8. Decision as to any arithmetical error, manifest or otherwise, if any, in the response to Bid Document shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

5.9.9. The Bank reserves the right to re-issue / re-commence the entire Bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

5.9.10. Modification to the Bid Documents, if any, will be made available as addendum on the Internet and/or emailed to the prospective Bidders.

5.9.11. The Bid Documents may be downloaded from our website www.IDBI.com and be submitted to the above mentioned office address.

5.9.12. If a holiday is declared on any of the dates mentioned in the Document Control Sheet, the Bids shall be received/opened on the next working day at the same timings and at the same venue as specified therein, unless communicated otherwise.

5.9.13. Successful Bidder shall be required to execute/sign the Agreement with the Bank at Mumbai only.

5.9.14. One Bidders shall submit only one Bid.

5.9.15. All applicable taxes, if any, shall be deducted at source as per prevailing rate while making any payment.

5.9.16. The Bank will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.

5.9.17. The Bids received and accepted will be evaluated by the Bank to ascertain the technically best and lowest Bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the order without assigning any reasons whatsoever. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidders.

5.9.18. The Bank reserves the right to accept or reject any/all Bids and to cancel the bidding process and reject all Bids at any time prior to award of the Contract. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidders.

5.9.19. Payment Terms
a) All the payments to the Successful Bidder shall be subject to the performance of the Services to the satisfaction of IDBI Bank for this purpose.
b) The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, octroi, duties, local body tax, fines and penalties (including without limitation sales tax, value added tax, excise duties and customs duties, if any, excluding service tax) by whatever name called, as may become due and payable in relation to the Services.
c) Notwithstanding anything contained in this RFP/ the Contract or in any other document(s)
   • under no circumstances IDBI Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;
   • IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
   • IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.
   • Successful Bidder shall permit IDBI Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
   • It is clarified that the any payments of the charges made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of IDBI Bank’s obligations for payment under the Agreement

5.9.20. Payment shall be released on production of invoices and other documents, if any. Penalties / liquidated damages, if any, shall be deducted from the invoice value.

5.9.21. Applicable TDS shall be deducted at source while releasing payments. The Bidder shall submit the stamped receipt for the amount including TDS deducted.

5.10. **Participation Methodology**
In a tender either the Indian Agent on behalf of the Principal or the Principal itself can bid but both cannot bid simultaneously for the same solution in the same tender. If an agent bids on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for the same solution. The principal Bidder should assume responsibility on behalf of the Agent for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.
6. Procedure of Submission of Bids

6.1. General

6.1.1. Two Copies of sealed Technical Bid shall be submitted at the same time, giving full particulars in a separate sealed envelope (envelope A) clearly marked as ‘RFP for Engagement of Vendor for Loyalty Program Management for IDBI Bank Credit Cards - Technical Bid’.

6.1.2. One Copy of sealed Commercial Bid (hard copy only) shall be submitted at the same time, giving full particulars in a separate sealed envelope (envelope B) clearly marked as ‘RFP for Engagement of Vendor for Loyalty Program Management for IDBI Bank Credit Cards - Commercial Bid’.

6.1.3. Both the envelopes carrying Technical Bid (envelope A) in two sets and Commercial Bid (envelope B) should then be put in a single outer cover. The said outer cover should read “RFP for Engagement of Vendor for Loyalty Program Management with regard to IDBI Bank Credit Cards”.

6.1.4. All the envelopes must be super-scribed with the following information:
   a. Type of Offer (Technical or Commercial)
   b. Reference Number of the Bid
   c. Due Date
   d. Name of Bidder
   e. Name of the Authorized Person

6.1.5. All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the Bidder’s.

6.1.6. ENVELOPE-A (Technical Bid): The Technical Bid should be complete in all respects and contain all information asked for, except prices. The Technical Bid should not contain any price information. The Technical Bid should be complete and should be submitted in the specified format only.

6.1.7. ENVELOPE-B (Commercial Bid): The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The Commercial Bid should be submitted in specified format only.

6.1.8. The prices quoted in the Commercial Bid should be without any conditions.

6.1.9. Please note that if any envelope is found to contain both Technical and Commercial Bid, then that Bid shall be rejected outrightly.

6.1.10. Bid envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" i.e. it is not submitted by the Bidder within the period stipulated for submission of the Bids.

6.1.11. No indications pertaining to price or financial or commercial terms should be made on the envelopes.
6.1.12. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the Contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to IDBI Bank for necessary clarifications and/or confirmation within the specified time. No telephonic queries shall be entertained. IDBI Bank may furnish necessary clarification/corrigendum by hosting it on IDBI Bank’s website (www.idbi.com) for the benefit of all the Bidders. It shall be the responsibility of the Bidder(s) to verify and satisfy themselves before participating in bidding process. IDBI Bank’s decision in this regard shall be final, conclusive and binding on all the Bidder(s) and shall not be questioned/challenged by the Bidder(s).

6.1.13. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The person or persons signing the Bid shall initial each page of the Bid.

6.1.14. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.

6.1.15. The Bid shall contain the full name, address, telephone number (mobile number and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction.

6.1.16. The Bid and the documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.1.17. The Bidder shall bear all costs for the preparation and submission of its Bid. IDBI Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

6.1.18. The cost of Bid Document (in case the Bid Document is downloaded from IDBI Bank’s website) & Bid Security as specified in Section 5.4 and 5.5 should be paid along with the Bid during submission. Bids without the Bid Security and cost of Bid Document shall be rejected summarily.

6.1.19. The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

6.1.20. IDBI Bank reserves the right to adjust arithmetical or other errors in the Bid, in the manner in which it considers appropriate or deem fit. The final decision as to any error manifest or
otherwise shall be at the sole discretion of the Bank and shall be final, conclusive and binding on the Bidder.

6.1.21. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and IDBI Bank and supporting documents and printed literature shall be in English only.

6.1.22. The Bidders shall submit their Bids strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected summarily. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.1.23. The Bidder cannot quote for the project in part.

6.1.24. IDBI Bank is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.1.25. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by IDBI Bank. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.1.26. The Bidder shall prepare the Bid based on details provided in the Bid Documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by IDBI Bank.

6.1.27. IDBI Bank also reserves the right to re-issue/re-commence the Bid/Bid process without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the IDBI Bank’s action. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

6.1.28. IDBI Bank reserves the sole right to itself for including any addendum to this entire Bid process before opening of the Bids. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid.
6.2. **Documents to be submitted along with the Bid in TWO SETS**

**A. Technical Bid – Separate Envelope**

1. Refer Checklist in Section 10 for Annexures to be submitted
2. All relevant documents supporting fulfilment of Eligibility Criteria
3. No vigilance/black listing declaration.
4. Copy of registration certificate regarding Sales Tax / VAT.
5. Demand draft / banker’s cheque of Rs. 10 Lakh towards the EMD
6. In case the RFP is downloaded, a demand draft/ banker’s cheque of Rs. 10,000/- for the cost of RFP
7. Letter of authorization to IDBI Bank to visit and inspect the Bidder’s premises, if required
8. Experience certificate/s
9. Copies of all licenses / authorizations etc. required for services to be provided to IDBI Bank
10. Signed copy of the RFP document & corrigendums if any
11. Copy of all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the Service(s).
12. Details of system architecture and design including interface required with the Bank’s and transaction processor’s system
13. Any other document in support of fulfilment of the eligibility criteria

**B. Commercial Bid – Separate Envelope.**

1. Refer Checklist in Section 10 for Annexures to be submitted

   The above details are MANDATORY, without which the Bids are liable to be rejected.

6.3. **Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and IDBI Bank, shall be written in the English language only.

6.4. **Bid Currency**

Bids should be quoted in Indian Rupees only.

6.5. **Bid prices**

6.5.1. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.
6.5.2. Prices quoted should be inclusive of cost of supply and providing services during the service period. The prices quoted will be inclusive of all applicable taxes including but not limited to excise duty, sales tax, VAT, duties, levies, charges, Road Permits/Entry Tax/Octroi/Local Body Tax, except Service tax.

6.5.3. Bids should be valid for 180 (one hundred eighty) days from the last date of submission. Further, the prices quoted by the Bidders shall remain fixed during the entire contract period and no increase of rates on any account including cost escalation, variation in taxes, levies etc. will be allowed under any circumstances. IDBI Bank reserves the right to reject a Bid valid for a period shorter than the Bid Validity Period. Any decision taken by IDBI Bank in this regard shall be final, conclusive and binding on the Bidders.

6.5.4. In the absence of any information required/prescribed under the Bid Document, a Bid may be considered incomplete and summarily rejected. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.5.5. Bidder shall carry out the services strictly in accordance with the requirements detailed under the Scope of Work of the Bid Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid Document and to complete the work duly operable and safe as per the Good Industry Practice.

6.6. **Firm Prices**

Prices quoted must be firm and final for the entire contract period and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.7. **Bidder Qualification**

6.7.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the principal officer or his duly authorized representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative and the principal officer.

6.7.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid, the Bidder must certify whether he/she signs as Constituted Attorney of the company.

6.7.3. The Bidder shall sign the Bid with the exact name of the company to which the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder’s organization. Each Bid shall be signed by a duly authorized officer.
6.7.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the Bidder.

6.7.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. IDBI Bank may reject outright any Bid not supported by adequate proof of the signatory’s authority.

6.8. **Bid Security (EMD)**

6.8.1. The Bidder shall furnish along with the Technical Bid, a Bid Security of the amount as mentioned in Section 5.5. No interest shall be payable on the Bid Security.

6.8.2. The EMD of the Unsuccessful Bidders’ will be discharged or returned to the Unsuccessful Bidder through NEFT/RTGS or any other mode as may be decided by IDBI Bank as promptly as possible but not later than ninety (90) days after the expiration of the Bid Validity Period prescribed by IDBI Bank.

6.8.3. The successful Bidder’s Bid Security amount will be discharged upon the Bidder signing the Contract and furnishing of the Bank Guarantee and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, within the stipulated time.

6.8.4. The Bid Security amount shall be forfeited/Bank Guarantee shall be revoked if:

- the Bidder withdraws his Bid during the Bid Validity Period; or
- the Bidder makes any statement or encloses any form or document which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses any information; or
- Successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, as mentioned in the Bid Documents or in the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute any document as may be required by IDBI Bank

6.8.5. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder

6.9. **Bid Validity Period**

6.9.1. Bids should be valid for 180 (one hundred eighty) days from the last date of submission. A Bid valid for a shorter period may be rejected by IDBI Bank as non-responsive. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.9.2. In exceptional circumstances, IDBI Bank may solicit the Bidder's consent to an extension of Bid Validity Period. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.
6.10. **Format and Signing of Bid**

6.10.1. The Bid shall be typed legibly. The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

6.10.2. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the authorized person or persons signing the Bid.

6.10.3. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.10.4. Each page should be stamped and initialled by authorized signatory.

6.10.5. The Bidders shall seal and mark the Bid accordingly.

6.10.6. If the outer cover of the Bid is not sealed and marked appropriately, IDBI Bank will assume no responsibility for the Bid's misplacement or premature opening.

6.11. **Local Factors and Conditions**

6.11.1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the Contract and / or the cost.

6.11.2. The Bidder and any of their personnel or agents / subcontractors will be granted permission by IDBI Bank to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/ subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.

6.11.3. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the Contract as described in the Bid Documents. IDBI Bank shall not entertain any request for clarification from the Bidder regarding such local conditions.

6.11.4. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the Bid Documents will be entertained by IDBI Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by IDBI Bank on account of failure of the Bidder to appraise themselves of local laws / conditions.
6.12. Last Date for Receipt of Bids

6.12.1. Bids will be received by IDBI Bank on the date, upto the time and at the address specified under Document Control Sheet.

6.12.2. In the event of the specified date for the receipt of Bids being declared a holiday for Bank, the Bids will be received up to the appointed time and venue on the next working day unless otherwise specified by IDBI Bank.

6.13. Late Bids

Any Bid received by IDBI Bank after the last date for receipt of Bids prescribed by IDBI Bank, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.


6.14.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by IDBI Bank prior to the last date prescribed for submission of Bids.

6.14.2. The Bidder should submit its modified Bid in wholesome as a replacement of its previous Bid.

6.14.3. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

6.14.4. No Bid may be modified subsequent to the last date for receipt of Bids.

6.14.5. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid Validity Period Specified. Withdrawal of a Bid during this interval may result in the forfeiture of Bid Security

6.15. Address for Correspondence

The Bidder shall indicate the name of the officials, company email id, contact numbers, official mailing address, place and fax number to which all correspondences shall be sent by IDBI Bank.

6.16. Opening of Bids

6.16.1. The Bank will open the Bids, in presence of the representatives of Bidders who choose to attend, at the time and date mentioned in this RFP document, unless otherwise specified by IDBI Bank.

6.16.2. The representatives of the Bidder, who are present at that time, shall sign the Bid opening register evidencing their attendance. In the event of the specified date of Bid opening being
declared a holiday for Bank, the Bids shall be opened at the specified time and place on next working day, unless otherwise notified by the Bank.

6.16.3. In the first stage, only the Technical Bids will be opened in presence of the Bidder(s) and Bank officials and will be evaluated by an evaluation committee at a later date. The Bidders will be shortlisted on the basis of fulfilling the eligibility criteria and scope of work as detailed in this RFP. Thereafter, they will be subjected to technical evaluation.

6.16.4. Bidders receiving a minimum of 60% marks under technical evaluation (as per the matrix defined in clause no 6.19.4 of the RFP) would be declared as technically qualified. However, the Bank reserves its discretion to increase/decrease this minimum eligibility of 60% as per requirement.

6.16.5. The Commercial Bids of only those Bidders, which are technically qualified, will be opened by Bank’s Committee in presence of the representatives of such qualified Bidder(s) who wish to be so present.

6.16.6. On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted. The Bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

6.16.7. Only technically qualified (shortlisted) Bidders will be allowed to participate in Commercial Bid.

6.16.8. The Bidders' names, modifications, Bid withdrawals and the presence or absence of the requisite Bid Security and such other details as IDBI Bank, at its discretion, may consider appropriate or deem fit will be announced at the Bid opening.

6.17. **Clarifications**

When deemed necessary, IDBI Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

6.18. **Preliminary Examination**

6.18.1. IDBI Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetic errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.

6.18.2. A Bid determined as not substantially responsive will be rejected by IDBI Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.
6.18.3. IDBI Bank may, at its sole discretion, waive any minor informality or nonconformity or irregularity in a Bid. Any decision by IDBI Bank in this regard shall be final, conclusive and binding on the Bidders.

6.19. **Bid Evaluation Criteria**

6.19.1. To meet IDBI Bank's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience and expertise in managing the loyalty and rewards program for credit cards for commercial banks.

6.19.2. IDBI Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, IDBI Bank may seek specific clarifications from any or all Bidders. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.19.3. At the sole discretion and determination of IDBI Bank, IDBI Bank may add any other relevant criteria for evaluating the proposals received in response to this Bid Document. The evaluation of the response to this Bid Document will be done on a 60-40 techno-commercial evaluation method. 60% weightage is to the response to Table below – “Technical Bid evaluation criteria” and 40% weightage to the response to “Commercial Bid”. The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology has been given below.

\[
\text{Total score} = 0.60 \times T(s) + 0.40 \times F(s)
\]

Where:
\[
T(s) = T(v)
\]
\[
F(s) = \left(\frac{LEC}{EC}\right) \times 100
\]

**Acronyms:**
- T(s) stands for percentage of technical evaluation score out of 100. T(v) stands for sum of the score as per ‘Evaluation Criteria- Technical Bid Evaluation Criteria’ (refer table below).
- F(s) stands for percentage of a bidder’s commercial price compared to the lowest quoted price.
- EC stands for Total evaluated Cost of the Commercial offer quoted for by the Bidder.
- LEC stands for Lowest evaluated Cost of the Commercial offer amongst the Bidder.
- IDBI Bank may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

The Bank will finalise the margin sharing on reward point redemption with the successful Bidder at agreement finalization stage.
### 6.19.4. Technical Bid Evaluation Criteria

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Evaluation Parameters</th>
<th>Max Marks</th>
<th>Scoring Criteria</th>
</tr>
</thead>
</table>
| 1     | Experience in managing enterprise wide loyalty programs for Banks in India                                                                                                                                             | 20        | **20 marks**: Equal to or more than 4 scheduled commercial banks in India  
**10 marks**: Equal to or More than 2 but less than 4 scheduled commercial banks in India  
**0 marks**: Less than 2 scheduled commercial banks in India |
| 2     | International experience in managing loyalty programs and exposure to global best practices for loyalty programs                                                                                                   | 10        | **10 marks**: Equal to or more than 4 international commercial banks  
**5 marks**: Equal to or More than 2 but less than 4 international commercial banks  
**0 marks**: Less than 2 international commercial banks |
| 3     | Stable and Scalable Loyalty Technology platform with capability to carry out customizations as per Bank requirements expeditiously                                                                                  | 10        | **10 marks**: Proprietary technology platform with source code  
**5 marks**: Third party technology platform |
| 4     | Capability to provide Real Time Live redemption for categories like Mobile, Air, Hotel, DTH, Movie and in store                                                                                                    | 15        | **15 marks**: Experience in providing redemption across equal to or more than 6 categories  
**10 marks**: Experience in providing redemption across equal to or more than 4 but less than 6 categories  
**0 marks**: Experience in providing redemption across less than 4 categories |
| 5     | Capability of providing Merchant Point Accrual partnerships                                                                                                                                                             | 15        | **15 marks**: Equal to or more than 50 existing partnerships  
**10 marks**: Equal to or More than 25 but less than 50 existing partnerships  
**5 marks**: Less than 25 existing partnerships |
| 6     | Demonstration of in-depth understanding of the Bank requirements from the Loyalty Program through the technical proposal supplemented by Presentation & interactions using actual case studies (implemented by the Bidder) | 30        | Subjective Evaluation                                                                                                                                                                                             |
|       | **Total**                                                                                                                                                                                                             | **100**   |                                                                                                                                                                                                                  |
6.19.5. Commercial Bid Evaluation Criteria

It may be noted that Commercial Bids will be subjected to following evaluation process:

Only those Bidders meeting the eligibility criteria will be considered for further stages of evaluation. Out of these Bidders only those Bidders scoring 60% (60 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

_Bidder whose commercial quote is found to be lowest will get highest weightage for commercial Bid evaluation._

The Bidder shall provide the commercial bid as per the format provided in Annexure 3 covering the following details:

A. One Time Charges
B. Recurring Fees Per month
C. Variable Fee (Charges per Rs. 100 of the transaction value on IDBI Bank Credit Cards [Value of only those transactions on which loyalty points are generated will be considered])

The commercial offer quoted for by the Bidder as per the format shall be summarized as follows:

_Total evaluated cost for the Contract Period (EC) = (A) + (B) \times \text{Contract Period in months (i.e. 60)} + (C) \times 20,00,000 \times \text{Contract Period in months (i.e. 60)}_

6.20. Contacting Bank

6.20.1. No Bidder shall contact IDBI Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded

6.20.2. Any effort by a Bidder to influence IDBI Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

6.21. Post Qualification

6.21.1. IDBI Bank will determine to its satisfaction whether the Bidder selected as having submitted the best-evaluated responsive Bid is qualified to satisfactorily perform the Contract. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder

6.21.2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder

6.21.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; IDBI Bank may proceed to the next best-evaluated Bid or any other Bid, at its sole discretion, to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder
6.22. **Successful Bidder**

On the basis of highest score arrived as per techno-commercial evaluation the Bidder will be called for negotiation before awarding the contract. It may be noted that IDBI Bank will not entertain any price negotiations with any other Bidder.

IDBI Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.

6.23. **Bank's Right to Accept Any Bid and to Reject Any or All Bids**

IDBI Bank reserves the right to accept / reject any / all Bid(s) and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IDBI Bank's action. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.24. **Acceptance of Bid**

Prior to the expiration of the period of Bid Validity Period, IDBI Bank will notify the Successful Bidder in writing, that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into Contract within (10) days from the date of acceptance.

6.25. **Signing of Contract**

6.25.1. After IDBI Bank notifies the Successful Bidder that its Bid has been accepted; the Bidder should sign the Agreement / Contract Form. The Agreement/ Contract form would be signed in Mumbai only.

6.25.2. The Successful Bidder shall sign the Agreement / Contract Form at Mumbai within 10 days of receipt of notification of award of Contract.

6.26. **Period of Contract**

6.26.1. The Contract will be valid for a period of five years , which may be extended for a further period at Bank’s discretion. In case of an extension, the Bank may review the rates. Till the existing Contract is either renewed or switched over to the other vendor, the Successful Bidder(s) shall continue to give support of its/their services for a period of additional 6 months from the date of the expiry of the Contract/ at the agreed rate and on the same terms & conditions.

6.26.2. IDBI Bank reserves the right to terminate the Contract at its sole discretion by giving three months notice.

6.27. **Delivery period (Setup period)**

The Successful Bidder shall complete the requisite setup for smooth functioning of Credit card operations within **two months** from the date of signing the Contract/ date of issue of letter of intent.
6.28. Performance Security / Bank Guarantee

6.28.1. The Successful Bidder shall furnish the performance Bank guarantee within 10 days of the receipt of acceptance by IDBI Bank, as per the format in Annexure 5 in this RFP.

6.28.2. The value of the performance bank guarantee will be Rupees Twenty Five Lakh only.

6.28.3. The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
   a. **A Bank Guarantee issued by a scheduled commercial bank and directly forwarded by the issuing Bank to IDBI Bank Limited**
   OR
   b. **A banker’s cheque / demand draft, issued by a scheduled commercial bank**

6.28.4. The proceeds of the performance security shall be payable to IDBI Bank as compensation for any loss or damage resulting from the Bidder’s failure to complete its obligations under and in accordance with the Contract.

6.28.5. The performance bank guarantee should be valid for the tenure of the contract with a claim period of 6 months.

6.28.6. Failure of the Successful Bidder to comply with the requirement of the performance bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event IDBI Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

6.28.7. All costs and expenses (including stamp duty, etc.) in connection with the execution of Agreement / Contract shall be borne by the successful Bidder.

6.28.8. The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of IDBI Bank including recovery of penalties as specified in this RFP or Agreement / Contract.
7. **Terms of RFP / Contract**

7.1. **Definitions**

In this Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

7.1.1. “Applicable Law” means with respect to any person all Laws, Statutes, Treaties, Rules, Regulations, Determinations, Orders, Notifications, Writs, Processes, Decrees, Injunctions, Judgments or Awards of an Arbitrator, a court or any other governmental authorities and all governmental authorizations binding upon or applicable to such person or to any of its property or assets.

7.1.2. “Good Industry Practice” means the exercise of degree of skill, diligence and prudence which is expected from a highly skilled experienced and internationally recognized and reputed service provider engaged in the same type of undertaking engaged in similar activity under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations codes and industry standards.

7.1.3. “Acceptance Certificate” means certificate issued by the Bank upon satisfactory completion/performance of the Service(s) and after the IDBI Bank (which shall not be deemed to be an obligation on the IDBI Bank) is satisfied with the performance of the Services.

7.1.4. “the Contract/ Agreement" means the agreement to be entered into between the Bank and the Successful Bidder as recorded in the contract form duly signed by the parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for hiring the Bidder for Loyalty Program Management.

7.1.5. “Bidder" means any company which has participated in the bidding process.

7.1.6. “Successful Bidder" means the Bidder whose Bid has been accepted by IDBI Bank and to whom work has been awarded and shall include its authorized representatives, successors and permitted assignees.

7.1.7. "IDBI Bank Limited" or “The Purchaser” or “The Bank” or “Bank” means IDBI Bank Limited including its successors and assigns.

7.1.8. "The Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

7.1.9. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to/for the Bank under and in accordance with Scope of Work and other terms and conditions of the Contract/RFP.
7.1.10. “Acceptance of Bid” means the letter/fax/email or any memorandum communicating to the Bidder the acceptance of his Bid and includes an advance acceptance of its Bid.

7.1.11. “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by IDBI Bank Ltd).

7.1.12. "Confidential Information" means, (i) intellectual property information including Intellectual Property Rights; (ii) technical or business information or services or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

7.1.13. “Document” means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programmes, software and / or databases or microfilm or computer generated microfiche or similar device.

7.1.14. “Effective Date” means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

7.1.15. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

7.1.16. “Parties” means the Bank and the Successful Bidder and “Party” means either of the Parties.

7.1.17. “Project” means and includes all activities required to complete the end to end Credit Card loyalty program management for IDBI Bank

7.1.18. “Site” means the place in which the operations/services are to be carried out or places approved by the Bank for the purposes of the Contract together with any other places designated in the Contract for commissioning of the Project as forming part of the Site.

7.2. Interpretation

In this Contract unless a contrary intention is evident:
7.2.1. Time is the essence in the performance of the Parties’ respective obligations, if any time period specified herein is extended, such time shall also be of the essence.

7.2.2. The clause headings are for convenient reference(s) only and do not form part of this Contract;

7.2.3. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

7.2.4. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

7.2.5. A word in the singular includes the plural and a word in the plural includes the singular;

7.2.6. A word importing a gender includes any other gender;

7.2.7. A reference to a person includes a partnership and a body corporate;

7.2.8. A reference to legislation includes legislation repealing, replacing or amending that legislation;

7.2.9. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

7.2.10. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of the Bank.

7.2.11. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000 or such other relevant applicable law as amended from time to time.

7.2.12. In case of a difference of opinion on the part of the Bidder in comprehending and /or interpreting any clause / provision of the Bid Documents after submission of the Bid, the interpretation by Bank and decision of Bank in this behalf shall be final, conclusive and binding on the Bidder.

7.3. **Conditions Precedents**

The Contract is subject to the fulfilment of the following conditions precedent by the Successful Bidder.

7.3.1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security) as mentioned in Section 6.2.8, as per the format given in Annexure 5.

7.3.2. Execution of a Deed of Indemnity as per format given in Annexure 8.
7.3.3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with the Contract/RFP.

7.3.4. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against it.

7.3.5. Furnishing of such other documents as the Bank may specify, including but not limited to definitive documents.

7.4. **Standard of Performance**

7.4.1. The Successful Bidder shall perform the Service(s) and carry out its obligations under the Contract / RFP with due diligence, efficiency and economy, in accordance with Good Industry Practice and with professional engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Bank and shall, at all times, support and safeguard the Bank's legitimate interests in any dealing with third parties.

7.5. **Use of Contract Documents and Information**

7.5.1. The Successful Bidder shall treat all documents, information, data and communication of and with the Bank as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Annexure 4. The Successful Bidder shall execute this Non-Disclosure Agreement as given in Annexure 4 simultaneously at the time of execution of the Contract. The Successful Bidder shall not, without the Bank’s prior written consent, disclose the Contract/RFP, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Successful Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement and the RFP.

The Successful Bidder shall not, without IDBI Bank’s prior written consent, make use of any document, data or information etc., enumerated in this RFP, save and except for due performance and observance of the Contract and/or this RFP. It is hereby clarified that the Bidder (including Successful Bidder) shall share/ disseminate document, data or information etc. with/ to its employees/ authorized officers/ personnel etc. only for the purpose of this RFP/ Contract strictly on need to know basis.

7.5.2. The Bidder shall not, without Bank’s prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
7.5.3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Bank and shall be returned (in all copies) to Bank on completion of the Bidder's performance under and in accordance with the Contract, if so required by Bank.


7.6.1. Bank shall own and have an exclusive right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Successful Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Successful Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Bank and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Bank.

7.6.2. Further, the Successful Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by it, shall be acquired in the name of the Bank, prior to termination of this Contract and which shall be assigned by the Bank if necessary under the Applicable Laws or otherwise to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or the Contract. However, subsequent to the term of the Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Bank.

7.6.3. The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Bank indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.

7.7. **Indemnity**

The Successful Bidder shall execute and furnish to the Bank, a deed of indemnity in favour of The Bank in a form and manner, as given in Annexure 8, indemnifying the Bank its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copyleft or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. The provisions under this clause shall survive the termination of the Contract.
7.8. **Payment against Bank Guarantee**

For all the payments to be made against bank guarantee, the same shall be issued by a Scheduled Commercial Bank as acceptable to Bank and **forwarded directly to IDBI Bank by the issuing bank**.

7.9. **Contract Amendments**

No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties.

The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the Applicable Laws including but not limited to amendment/modification etc. in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

7.10. **Delay in Successful Bidders Performance**

7.10.1. Performance of the Contract shall be made by the Successful Bidder strictly in accordance with the time schedule specified by IDBI Bank. Time is of the essence of Contract.

7.10.2. If at any time during performance of the Contract, the Successful Bidder shall encounter conditions / situations impeding timely implementation / performance of the Services, it shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. As soon as practicable, after receipt of the Successful Bidder’s notice, the Bank shall evaluate the condition/ situation, and may at its sole discretion consider, extending the Successful Bidder’s time for performance of Services, with or without liquidated damages.

7.10.3. Except as provided in the above clause, a delay by the Bidder in the performance of Services shall render the Successful Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages and at no additional cost to the Bank.

7.10.4. A delay by the Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:

   a. Forfeiture of its performance guarantee
   b. Termination of the Contract for default

7.11. **Liquidated Damages**

7.11.1. If the Successful Bidder fails to deliver or perform the Services as stipulated in the Contract, IDBI Bank shall, without prejudice to its other remedies available under the RFP/Contract, deduct as liquidated damages a sum equivalent to 1% of the billing amount for the preceding month subject to maximum of 10%, for each week of delay until satisfactory performance is ensured. IDBI Bank reserves all the rights to levy the penalties under the Contract in case satisfactory services are not restored.
7.11.2. Bank is entitled to withhold or deduct liquidated damages from the price under the Contract or any other amount, which is due to Bidder from this Contract, or any other contract.

7.11.3. Any loss caused to the Bank or claims made against the Bank owing to non-performance of the Services by the Successful Bidder as per the Contract, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Successful Bidder in future in any form.

7.11.4. Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employees or their service providers negligence shall be recoverable from the Successful Bidder along with damages if any with regard to Bank’s reputation and goodwill.

7.11.5. The Bank may by a written notice of suspension, suspend all payments to the Successful Bidder under the Contract, if the Successful Bidder failed to perform any of its obligations under the Contract, (including the carrying out of the service(s)) provided that such notice of suspension:
   - Shall specify the nature of the failure; and
   - Shall request the Successful Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

7.12. **Dispute Resolution**

7.12.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

7.12.2. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.

7.12.3. The matter will be referred for negotiation between appropriate authority of the Bank and the appropriate authority of the Successful Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 days.

7.12.4. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the
arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Successful Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section survives the contract.
7.13. **Addresses for Notices**

7.13.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

- if delivered by hand and received by an authorized employee or officer of the Party,
- 3 (three) days after being given to a reputed courier with a reliable system for tracking delivery,
- upon receipt of confirmation receipt when sent by facsimile; or
- 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
- when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Bank

**Attn:**

**Tel:** +91- **Fax:** +91- 

**Email:**

In the case of the Bidder

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**Attn:** Shri

**Tel:** +91- **Fax:** +91- 

**Email:**

7.13.2. A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

7.14. **Taxes and Duties**

7.14.1. Successful Bidder will be entirely responsible for payments of all applicable taxes, duties, levies, impost, costs, charges, license fees, road permits etc., in connection with delivery/performance of Services at site including incidental services and commissioning.

7.14.2. Income / Corporate taxes in India: The Successful Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the Applicable Laws and the Price Bid by the Bidder shall include all such taxes in the Contract price.

7.14.3. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the Successful Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract
shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

7.14.4. The Successful Bidder’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Successful Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

7.14.5. The Successful Bidder agrees that it shall comply with the Income-tax Act in force from time to time and pay Income-tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

7.14.6. Should the Successful Bidder fail to submit returns/pay taxes in times as stipulated under the Income-tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Successful Bidder shall indemnify Bank against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Bank/ Successful Bidder. The Bank shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Successful Bidder at the rates in force, from the amount due to the Successful Bidder and pay to the concerned tax authority directly.

7.15. **Bidder’s Integrity**

The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

7.16. **Successful Bidder’s Obligations**

7.16.1. The Successful Bidder is obliged to work closely with Bank’s staff, act within its own authority and abide by directives / instructions issued by Bank from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Successful Bidder’s negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Bank responsible or obligated.

7.16.2. The Successful Bidder would be responsible to ensure the proper and successful implementation and continued operation of the proposed solutions up to the satisfactory level of the Bank.

7.16.3. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanours. The Successful Bidder will treat as confidential all data and information about Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Bank.
7.17. **Intellectual Property Rights**

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Services or any part thereof in India, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible to reimburse the said compensation including all expenses, court costs and lawyer fees, which Bank may incur. Bank will give notice to the Bidder of such claim, if it is made, without delay.

7.18. **Survival**

7.18.1. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

7.18.2. The provisions of the clauses of this Contract in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Bank notifies the Successful Bidder of its release from those obligations.

7.19. **No Agency**

The Services of the Bidder herein shall not be construed as any agency of the Bank and there shall be no principal agency relationship in this regard.

All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.

The Successful Bidder shall disclose to IDBI Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/ agents/ representatives/ personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

7.20. **No Set-off, counter-claim and cross claims**

In case the Successful Bidder has any other business relationship with Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Successful Bidder for any payments receivable under and in accordance with that business.
7.21. **Key Performance Measurements**

Unless specified by the Bank to the contrary, the Successful Bidder shall deliver the Services in accordance with the terms of the Contract. Specific performance measures are provided in Section 8.1.

7.22. **Penalty**

7.22.1. The penalties for any non-compliance under the Bid Documents and the Contract will be applicable.

7.22.2. The Non-coordination related penalties will be applicable to the Bidder responsible for delay/default as provided under the Bid Documents.

7.22.3. The ongoing performance and service levels of the Bidder will be measured as per completion of each activity. The Successful Bidder is liable to pay penalty in case he is unable to fulfill the defined performance measurement criteria. The details of the specific conditions are provided in Section 8.2.

7.23. **Commencement and Progress**

The Successful Bidder shall proceed to carry out the Services and implementation in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract and shall meet the standards of good industry practice.

7.24. **Start of Implementation**

Prior to start of any activity of awarded work, the Successful Bidder shall submit in writing to the Bank its proposed procedures and obtain the Bank’s approval.

7.25. **Reporting Progress**

Successful Bidder shall monitor progress of all the activities specified in the Scope of Works and submit free of cost weekly progress report about various aspect of the works/Services to the Bank. The Bank on mutual agreement between both Parties may change the periodicity of such reports.

7.26. **Adherence to safety procedures, rules regulations and restriction**

7.26.1. Successful Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by the Bank shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Successful Bidder shall indemnify and keep indemnified and hold harmless the Bank for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

7.26.2. Successful Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
7.26.3. The Successful Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

7.26.4. Successful Bidder shall also adhere to all security requirement/regulations of the Bank during the execution of the work.

7.27. **Statutory Requirements**

During the tenure of the Contract nothing shall be done by the Successful Bidder in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Bank indemnified in this regard.

7.28. **Contract Prices**

Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc. Further, IDBI Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying liquidated damages and/or penalty on the Successful Bidder.

IDBI Bank can award the Contract to one or more than one Bidder(s) on basis of technical and commercial evaluation for the same Service(s).

7.29. **Information Security**

7.29.1. The Successful Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Bank’s premise without written permission from the Bank.

7.29.2. The Successful Bidder personnel shall follow the Bank’s information security policy and instructions in this behalf.

7.29.3. Successful Bidder acknowledges that the Bank’s business data and other proprietary information or materials, whether developed by the Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Bank; and Successful Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Successful Bidder to protect its own proprietary information. Successful Bidder recognizes that the goodwill of Bank depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful Bidder could damage Bank. By reason of Successful Bidder’s duties and obligations hereunder, Successful Bidder may come into possession of such proprietary information, even though Successful Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit
access thereto to employees with a need to such access to perform the Services required by this Contract. Successful Bidder shall use such information only for the purpose of performing the Services.

7.29.4. Successful Bidder shall, upon termination of this Contract for any reason, or upon demand by the Bank, whichever is earliest, return any and all information provided to Successful Bidder by the Bank, including any copies or reproductions, both hardcopy and electronic.

7.30. **Ownership and Retention of Documents**

7.30.1. The Bank shall own the documents, prepared by or for the Successful Bidder arising out of or in connection with the Contract.

7.30.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Bank, the Successful Bidder shall deliver to the Bank all documents provided by or originating from the Bank and all documents produced by or from or for the Successful Bidder in the course of performing the Services, unless otherwise directed in writing by the Bank at no additional cost. The Successful Bidder shall not, without the prior written consent of the Bank store, copy, distribute or retain any such documents.

7.31. **Data Retention Policy**

Service Provider will keep live data for transactions their live system during the Contract Period. It will be Service provider’s responsibility to keep all backup data in suitable storage media at no cost to the Bank. Any recovery request for such data in the format as specified by the Bank shall be complied with by the Service Provider without any cost to the Bank and shall be made available in three clear working days.

7.32. **Data and Hardware**

By virtue of this Contract, the Successful Bidder’s team may have access to personal and business information of the Bank and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Bank have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Successful Bidder or Successful Bidder’s team in the course of performing the Services under the Contract.

7.33. **Representations and Warranties**

In order to induce the Bank to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

7.33.1. That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Credit Card related activities and other services contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into the
Contract and provide the Services/Systems sought by the Bank, under and in accordance with the Contract.

7.33.2. That it is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.

7.33.3. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Bank specifies to the contrary, the Successful Bidder shall be bound by all the terms of the Bid. Further, it has not suppressed any information, which is within in its knowledge.

7.33.4. That the Bidder has the professional skills, personnel and resources/ authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.

7.33.5. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of the Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

7.33.6. That the Bidder shall use such assets of the Bank as the Bank may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Successful Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

7.33.7. That all the representations and warranties as have been made by the Bidder with respect to its Bid and the Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.

7.33.8. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.

7.33.9. That there are – (a) no legal proceedings pending or threatened against it or any permitted assigns/ agents/third party or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any permitted assigns/ agents / third part or its team members by any statutory or regulatory or investigative agencies.
7.33.10. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.

7.33.11. That all conditions precedent under the Contract / RFP has / have been complied.

7.33.12. That neither the execution and delivery by the Bidder of the Contract nor the Bidder’s compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Laws or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Successful Bidder.

7.33.13. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

7.33.14. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract.

7.33.15. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

7.33.16. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the Project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use are being infringed nor, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.
7.34. **Confidentiality**

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- to only make copies as specifically authorized by the prior written consent of the other Party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors etc., strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause / RFP and
- to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- is independently developed by the recipient without breach of the Contract;
- information in the public domain as a matter of law;
- is received from a third party not subject to the obligation of confidentiality with respect to such information;
- is released from confidentiality with the written consent of the other Party.

The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under the Contract may require the Successful Bidder’s personnel to be present on premises of the Bank or may require the Successful Bidder’s personnel to have access to computer networks and databases of the Bank while on or off premises of the Bank. It is understood that it would be impractical for the Bank to monitor all information made available to the Successful Bidder under such circumstances and to provide notice to the Successful Bidder of the confidentiality of all such information. Therefore, the Successful Bidder agrees that any technical or business or other information of the Bank that the Successful Bidder’s personnel, permitted assigns / agents acquire while on the Bank premises, or through access to the Bank computer systems or databases while on or off the Bank premises, shall be deemed Confidential Information. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Bank in
respect of the Systems, Services, and Documents etc. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain or as stated above.

7.35. Termination

7.35.1. The Bank may, terminate the Contract by giving the Successful Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- Where it comes to the Bank’s attention that the Successful Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Bank, in relation to any of terms of the Bidder’s Bid or the Contract.
- Where the Successful Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Bidder, any failure by the Successful Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Bidder or the happening of any such events that are adverse to the commercial viability of the Successful Bidder. In the event of the happening of any events of the above nature, the Bank shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- Where the Successful Bidder’s services are found to be unsatisfactory.
- Where the desired levels of output by the Successful Bidder are not met.
- There is a discrepancy found in the accounts maintained by the Successful Bidder and the records of IDBI Bank.
- There is fraud in the accounts handled by the Successful Bidder.
- Any acts of commission or omission on the part of the Successful Bidder or its agents, employees or representatives, in the opinion of IDBI Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.
- If the Successful Bidder is owned/ controlled wholly/ partly by any other bank operating in India.
- If any officer/ employee/ director of Successful Bidder or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director/ officer or employee of the Bank.
- Any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of the Successful Bidder.
- Any other reason which in the opinion of IDBI Bank is not conducive to the continuation of the Services of the Successful Bidder.
- A "cure" period of 30 days may be provided by the Bank before terminating to Contract to enable the Successful Bidder to rectify / cure the defect within a period of 30 days of receipt of the notice from the Bank regarding such defect.
7.35.2. Termination for Insolvency: The Bank may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IDBI Bank.

7.35.3. Termination for breach: IDBI Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract forthwith in whole or in part.

7.35.4. Notwithstanding the provisions of the Contract and/or the Bid Documents the Bank, by written notice sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time without assigning any reasons thereof. The notice of termination shall specify that termination is for Bank’s convenience, the extent to which performance of the Successful Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective. The deliverables those are complete and ready for acceptance / implementation within 7 (seven) days after the Successful Bidder’s receipt of notice of termination shall be accepted by Bank at the Contract terms and prices on prorate basis as decided by Bank.

7.36. Consequences of Termination

7.36.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Successful Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder / Bidder to take over the obligations of the erstwhile Successful Bidder in relation to the execution/continued execution of the scope of the Contract.

7.36.2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Bank, the Successful Bidder herein shall be obliged to provide all such assistance to the successor Bidder / Bidder or any other person as may be required and as the Bank may specify including training, where the successor(s) is a representative/personnel of the Bank to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

7.36.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Successful Bidder or due to the fact that the survival of the Successful Bidder as an independent corporate entity is threatened/has ceased, the Bank shall pay the Successful Bidder for that part of the Services procured which have been authorized by the Bank and satisfactorily performed by the Successful Bidder up to the date of termination, without prejudice any other rights, the Bank may retain such amounts from the payment due and payable by the Bank to the Successful Bidder as may be required to offset any losses caused to the Bank as a result of any act/omissions of the Successful Bidder. In case of any loss or damage due to
default on the part of the Successful Bidder in performing any of its obligations with regard to executing the Scope of Work under the Contract [as laid down in the Service Specifications,] the Successful Bidder shall compensate the Bank for any such loss, damages or other costs, incurred by the Bank.

7.36.4. Nothing herein shall restrict the right of the Bank to invoke the bank guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Bank under law or otherwise.

7.36.5. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

7.36.6. In the event of termination of the Contract due to any cause whatsoever, the Bank shall have the right to publicize such termination to caution the customers from dealing with Successful Bidder.

7.36.7. In the event of the termination of the Contract all records, information including documents etc. shall be forthwith returned by the Successful Bidder to the Bank.

7.36.8. Notwithstanding the termination of the Contract, the Bank reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder / Bidder, and to ensure business continuity and till such period the erstwhile Successful Bidder shall continue to perform its services under the Contract to ensure that business continuity is maintained.

7.37. **Conflict of interest**

The Successful Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or the Successful Bidder’s team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

7.38. **Publicity**

The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Bank first gives the Bidder his written consent.

7.39. **Relationship between the Parties**

7.39.1. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Successful Bidder/ Successful Bidder’s Team or any relationship of employer - employee, principal and agent, or partnership, between IDBI Bank and Successful Bidder.

7.39.2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
7.39.3. IDBI Bank has no obligations to the Successful Bidder’s team except as agreed under the terms of this Contract.

All employees/personnel/representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/ death/ termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.

The Successful Bidder shall disclose to IDBI Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

7.40. **No Assignment**

The Contract cannot be transferred or assigned by the Successful Bidder without the prior written approval of IDBI Bank.

7.41. **Entire Contract**

The terms and conditions laid down in the Bid and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

7.42. **Governing Law**

The Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

7.43. **Jurisdiction of Courts**

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to the Contract. These provisions shall survive the Contract.

7.44. **“No Claim” Certificate**

7.44.1. The Successful Bidder shall not be entitled to make any claim, whatsoever against the Bank, under or by virtue of or arising out of, the Contract, nor shall the Bank entertain or consider any such claim, if made by the Successful Bidder after he shall have signed a “No claim” certificate in favor of the Bank in such forms as shall be required by Successful the Bank after the Services are finally accepted.
7.44.2. In case the Successful Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the Contract to the Successful Bidder for any payments receivable under and in accordance with that business.

7.45. **Completion of Contract**

Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

7.46. **Bidder not to use the logo, trademark etc.**

The Bidder agrees that they shall not use the logo, trademark, copy rights of other proprietary rights of the IDBI Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of IDBI Bank.

7.47. **Any change in applicable laws**

In case of any change in applicable laws in India that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.

7.48. **Suspension of Payment to the Successful Bidder**

IDBI Bank may by a written notice of suspension, suspend all payments to the Successful Bidder under the Contract, if the Successful Bidder fails to perform any of its obligations under the Contract, (including the carrying out of the Services) provided that such notice of suspension:

i. Shall specify the nature of the failure and

ii. Shall request the Successful Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.
8. **Performance Measurement**

8.1. **Performance Measurement Parameters**

The performance of the Successful Bidder should be evaluated on the following parameters on an on-going basis:

<table>
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<tr>
<th>Type of measurement</th>
<th>Performance measurement</th>
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| Card activation           | • The Bidder should ensure a minimum activation rate of card base:  
|                           | 90 day activation rate*: 50%                                                                                                                         |
| Redemption                | • The Bidder should ensure redemption levels through design of attractive loyalty program:  
|                           | 1st year: --  
|                           | 2nd year: 15%  
|                           | 3rd year: 20%  
|                           | 4th year: to be decided at the end of 3rd year  
|                           | 5th year: to be decided at the end of 3rd year                                                                                                        |
| Campaign effectiveness    | • Campaigns and any other marketing should be aligned to banks brand philosophy, target audience and should be acceptable by the Bank  
|                           | • The Bidder should ensure an avg. annual incremental spend of 20% per customer for the 90 days active customer base through effective campaigns  
|                           | • The Bidder should launch effective campaigns to ensure upgrading of the customer credit card product over a period of time |
| Customer Service          | • The call centre response time should be as per the SLA agreed with the Bank.  
|                           | • The Bidder should maintain the standards for customer service as defined by the Bank from time to time                                                                |

Bank will measure this through regular audit and analysis of the MIS reports provided by the Bidder and other data as available with the Bank. The performance measurement parameters are subject to change on the sole discretion of the Bank and it shall be final, conclusive and binding on the Bidders.

* 90 day activation rate = number of card holders having done at least one transaction in the last 90 days as a percentage of total live card holders

8.2. **Penalty for Performance Deficiency**

The penalties shall be levied in respect of following activities:

8.2.1. **Accrual:** A penalty of Rs. 1,000 will be applied for every complaint related to incorrect accrual of reward points of the cardholder for loyalty reward program.

8.2.2. **Redemption:**
   a. Air Ticket, Movie ticket, Merchandise and Mobile Recharge are mandatory in any given instance. At any given time the number of categories in the redemption basket must not
be below 4. A penalty of Rs. 2,000 per day will be applied for every such day when the number of categories was below 4.

b. The points utilized from member account for redemption must match with the published point. For any complaint related to wrong point deduction and redemption points, a penalty of Rs. 5,000 per complaint will be applied.

c. For every complaint related to delivery, product quality, or customer service by the vendor or its partners like online mobile recharge, air/ movie/ bus ticket booking, refund at a merchant store etc. will attract a penalty of Rs. 5,000 per complaint.

d. If at any given time number of products goes below 700 products it would lead to monetary penalty of Rs. 5,000.

e. Failure to achieve the required benchmarks for 90 days activation rate will attract a penalty of 2% of the billing amount for the billing month, per 5% percentage shortfall of the applicable benchmark.

f. Failure to achieve the required benchmarks for redemption rate will attract a penalty of 2% of the billing amount for that year, per percentage shortfall of the applicable benchmark.

g. Failure to achieve the required benchmarks for annual incremental spend will attract a penalty of 2% of the billing amount for that year, per percentage shortfall of the applicable benchmark.

h. Each penalty clause is individually applicable and would not be clubbed for the calculation purpose.
9.  **Scope of Work**

9.1. **Reward Points Management:**

- The Bidder should be able to conceptualize, design, implement and manage customer loyalty and rewards program for the Bank’s Credit Card customers and the target segments as specified by the Bank including designing customized loyalty solutions as and when felt necessary by the Bank.

- The Bidder should have End-to-End solution to manage Bank’s Loyalty Program for the Bank’s Credit Card holders. It should have all aspects of management which includes sourcing merchant tie-ups for offers, carrying out the accrual and redemption of loyalty points.

- The Bidder should be capable of launching, implementing and maintenance of the Loyalty Program.

9.1.1. **Tiers**

- Bidder should be able to design multi-level customer tier engine.
  - The first tiers of customers should be designed for different Credit Card product base as defined and implemented by the Bank from time to time.
  - The subsequent levels of tier should be defined for different categories within the Credit Card product base.

- The Bidder should be able to design a customer tier engine which permits user-definable tier structure and real-time, automated movement between tiers upon passing qualification criteria.

9.1.2. **Points expiry rules**

- The loyalty solution should set all points awarded to expire at the appropriate point in time & should expire unredeemed points from customer accounts at the configured frequency

- The loyalty solution should also support revocation of the expired loyalty points in exceptional situations.

9.1.3. **Accrual rules**

- Bidder should define and implement configurable rules for how base points are awarded based on characteristics of transactional data fed into the loyalty solution, customer profiles, tiers and different product base.

9.1.4. **Redemption rules**

- Configurable rules for how reward points may be redeemed for products & services including partners with an option for cash back, redemption of points against Bank’s Fee/charges etc. as well.

- Rules should be configured in case of reversal or cancellation of reward points.
9.1.5. Redemption Fulfilment:

- The Bidder has to create & maintain a dedicated interactive secure online website for the loyalty rewards program with SSL Layer, which enables customers to inquire & request redemptions.
- The Bidder should offer attractive redemption options to customers which could include the following. The list is not exhaustive but indicative and the Bidder may include more options. Any addition or deletion of the redemption options should be done at Bank’s discretion.
  - Gift Vouchers
  - Merchandise
  - Redemption for Real Time Movie Ticket
  - Redemption for Real Time Air Ticket
  - Redemption for Real Time Bus Ticket
  - Redemption for Real Time Mobile recharge
  - Redemption for Real Time DTH recharge
  - Redemption for Real Time in-store redemption
  - Redemption for Grocery
  - Redemption for Charity Products
  - Redemption for various subscriptions
- Bidder should have the capability of providing the facility to customers for converting the loyalty points to air-miles of national and international airlines.
- Manage the entire redemption process from sourcing to shipping of the goods to the customer address.
- The customer should be provided with tracking number to track the progress of his /her shipment online and SMS alerts for the same should be provided.
- Bidder should ensure an efficient and effective delivery of gift redeemed by user within timelines defined by the Bank.
- Bidders should ensure the quality/brand of the products and services offered to Bank’s customers as a part of redemption should be as per Bank’s guidelines.

9.1.6. Renewals

- The Bidder should be able to assign relevant new period and correct tier automatically when customer is due for renewal or downgrade or upgrade of the loyalty solution.

9.1.7. Linking Member Accounts

- The Bidder should be able to link customer accounts to add on cards basis the requirements and rules defined by the Bank. Eg: - Customer request for a family account. However the add-on card points can be redeemed by the primary card holder’s account only.
9.1.8. **Personalized Offers**

- Bidder should analyze member behavior based on the financial transactions and other behaviors that he/she displays. Subsequently make personalized offers to customers that could range from attractive discounts on banking or non-banking related products.
- Special offers during festival seasons should be sent to customers. Eg. Special Reward Points Program during Akshaya Tritiya for purchase of ornaments and coins from select merchants.

9.1.9. **Flexibility**

- Members should be able to transfer loyalty points to the accounts of other members. The business logic for conversion of the reward points from one account to another should consider the value of the points for each of the account while executing such transfer.

9.2. **Loyalty Engine**

9.2.1. **Processing Capacity**

- Bidder should be able to process the credit card transaction volume of the Bank and any incremental rise in transactions volume in future.

9.2.2. **Algorithms**

- The Engine should have the ability to apply all rules & logic that loyalty managers at Bank desire. Ex: Top 400 people in a certain variant of credit card who maintain a certain bank balance with the Bank will be communicated a desired offer from a merchant that could not be offered to others of same variant.
- A provision to manually upload loyalty points on adhoc basis for certain non-transaction related reward points. Eg. awarding additional reward points to customers for download of mobile app for transactions.
- In case of upgrading or downgrading of customer account the necessary calculation and adjustment for the reward points should be done by the Engine.
- Engine should also be able to provide for reversal of loyalty points in case of cancellation of a transaction.
- In case a customer’s credit card is blocked/hot listed the engine should disallow any redemption of points.

9.2.3. **Intelligence**

- The Engine should have the ability to produce models when fed with algorithms and data by loyalty managers. These models should be easily readable, easy to navigate, easy to modify, and be easily sharable with others if so desired.
9.3. **Partner Network Management**

9.3.1. Set up Partners

- Bidder will create the network of Merchants Establishments and partners where card member can enjoy special discounts & privileges, and accelerated accrual of Points*
- Bidder will continuously add more partner organizations to enhance the reward and redemption appeal of the program.
- Bidder should add partners for different target segments keeping in view the customer profile and characteristics
- Bidder should create / onboard Partners onto the Program for earn / burn / earn & burn participation with required profile information such as Category, Sub category, Stores, Key person contact, Store code, MID / TID details etc.

* The initial sourcing of partners done for upfront cash discounts, cash back offers and other offers such as free tickets (e.g. one movie ticket free on booking of one movie ticket on a partner website) and other such offers should be provided to the Bank for its debit card/pre-paid customer base also. The management of the points, reimbursements and cash back related to this for cards other than credit card will be done by the Bank.

9.3.2. Earn Rules

- Configure / setup earn rules for specific partners at Partner level, category level ¹

9.3.3. Burn Rules

- Burn rules for specific partners at Partner level, category level should be configured and the setup should be created by the Bidder.
- Logic for burning points based on various methodologies – eg: FIFO should be defined by the Bidder.

9.3.4. Reports

- Reports at Category level /Partner Level / Store level

9.4. **Rewards Catalogue**

- Bidder will design rewards catalogue in spirit with Bank’s brand philosophy and target audiences. All designs must be according to the Bank’s specifications and approved by the Bank.
- Bidder has to design the catalogue with Rich, Smooth & User friendly navigation.

¹ ‘Category’ refers to Merchant Category, e.g. departmental stores, grocery, electronics, etc
‘Partner’ refers to any merchant establishment having a tie-up with the Bidder for the Loyalty Program
‘Store’ refers to any specific store location of a Partner in case of multi-store partners, e.g. departmental store chains
• Bidder has to create content such that first time redemption have sufficient options, should cater to varying taste of members from varying geographies of India, should be exhaustive to offer an enticing attraction to members to redeem from.

• Bidder should ensure enriching customer experience with products that shall cater to all spectrum of spends to reflect the desires & ambitions of members with different behaviors, personality and spends.

9.5. **Platform**

• Bidder should enable the member to redeem rewards from different platforms such as Mobile, Internet etc

• Providing loyalty reward points to Bank’s card holders for transactions on PoS terminals and for e-commerce and any other channels as decided by the Bank.

• Bidder should be able to provide a website for customers to check their status of reward point.

*Note: Bidder should follow all the relevant TRAI guidelines while contacting customers through SMS/calls.*

9.6. **Customer Management**

9.6.1. Onboarding

• The Bidders system should integrate with the Banks’ Database to get customer related data to onboard the customers.

9.6.2. Hotlisted or blocked accounts

• Customers whose accounts have either been hotlisted or blocked for any reason by the Bank should be barred from the loyalty reward scheme. The Bank can apply discretion as required.

9.6.3. Transfer of Points

• In case of migration of points to another tier depending on upgrading or downgrading of customer account the necessary adjustment calculation should be done by the Engine.

• In case of add-on cards the points should be available for redemption only to the primary card holder.

9.6.4. Closure of Account

• The loyalty scheme ceases to exist if the customer closes his credit card account with the Bank.
9.7. **Call Center Management**

9.7.1. Grievance Management

- Should maintain a call center set up to handle inbound / outbound customer calls for Loyalty Program management, redemption, accrual and any other issues or feedback from the customers. All the charges will be borne by the successful Bidder.
- TAT should be defined to respond to customer query as per the Banks guidelines

9.7.2. Interface

- The Customer Information should be visible to select Bank staff or other members as decided by the Bank

9.7.3. List of Information in Interface to staff

- The Bidder’s call centre interface should provide any information as required by the Bank.

9.8. **Interactive portal**

Bidder will also build, deploy and manage the card member online Interactive portal website

9.8.1. Design

- Should be aligned in spirit to the Bank’s brand, be user friendly, smooth navigation, modifiable, etc.

9.8.2. Traffic Management

- The website should have the ability to handle traffic smoothly with a rich customer experience

9.8.3. Language Support

- The website should be navigable by members/customers in English & Hindi

9.8.4. Features

- A link on the Customer Web Module should be provided to the Bidders website in case the customer wishes to redeem their points. This trigger should log out the customer from Customer Web Module and redirect him to Bidder’s website customized for the respective customer.
- Features such as Login, Logout, Loyalty Data View, Detailed Loyalty Point Statement, Forgot Password, History, Grievance Request Status etc. should be made available to member.

9.8.5. Management

- The Web Site coding should be flexible to incorporate changes to customer interface for promoting and managing campaigns & for any other purposes as and when required by the Bank or with the approval of Bank.
9.8.6. Security

- Privacy & Secure Storage of Customer Profile/Data is of paramount importance and should be maintained effectively & efficiently

9.9. Marketing, Creative development and Campaign Management

- Conducting basic research for understanding customer spending behavior. Appropriate analytics on transactional data will have to be done for identifying customer base for campaigns.
- Designing, printing & dispatch of publicity material like posters, leaflet etc. to help the Bank carry out card promotion with the Loyalty Rewards program feature. The creatives should be provided to the Bank so that they can advertise the same on their own website and/or print and digital media. All the creatives to be designed in spirit with Bank’s brand philosophy and target audiences and approved by Bank.
- All design and print of catalogues for campaigns should be managed by the Bidder.
- Digital Marketing of the program – Deploys regular email and SMS communications to the card holders regarding – awareness, timely offers, redemption, Bank Reward points statement etc.
- Launch various campaigns during festive season to accelerate spends of Bank cardholders.
- Provide information on latest trends in managing loyalty programs across diverse industries.
- Study and report the impact of the campaigns/ strategies implemented by it. A detailed report on each campaign as well as a monthly, quarterly and yearly report will have to be provided to gauge campaign performance.

9.10. Reporting & Analytics

Bidder should provide all reports, MIS, analytics etc. as desired by IDBI Bank, in the requested format at any required periodicity or as and when required by the Bank. The indicative list of the required reports are as follows:

- Monthly report on customers’ profile created
- Monthly report on accrual data in cardholders’ accounts
- Monthly report on the number of redemption requests
- Monthly report on the number of redemptions serviced
- Quarterly report on redemption requests received but not redeemed.
- Monthly statement of lapsed points
- Monthly list of cardholders who redeem points & nature of redemption
- Monthly breakup of points accrued, redeemed and lapsed, as per the specifications by the Bank.
- Program Analytics
- Insights into the program for better decision management and campaign management
- Identify the next best action
- Appropriate customer segmentation, etc.
9.11. Database

9.11.1. Migration

- The existing reward point’s data of the Bank’s card data if any, to be migrated to their solution. The migration activity will be sole responsibility of the successful Bidder.

9.11.2. Storage

- Should have the capacity to effectively and efficiently store the data about the customer, transactions history, campaign record, effect after a certain campaign, etc.

9.11.3. Back-Up

- The Bidder should maintain Bank’s data in dedicated servers and should have Disaster Recovery Site.
- The Bidder should submit Business Continuity Plan (BCP) to the Bank.

9.11.4. Software/Hardware Upgrades

- The Loyalty Programme Management should happen smoothly considering Downtimes etc.

The Vendor should retain the data as per the Data Retention Policy specific in Section 7.31 of this RFP.

9.12. Fraud Detection

- The Bidder shall also provide audit trail of points earned and redeemed by Bank Customers.
  - Audit trail of member activity within the proposed software e.g. changes to addresses etc.
  - Audit trail should be accessible from outside of the proposed software and should be available to the Bank on request.
  - Provision for Audit information to be fed back to Bank
  - Provision for maintaining audit trail information for member journeys/transactions/channels for a period of 1 year.
- The Bidder should have automated fraud detection alerts, reports and triggers driving consequential actions
10. **Annexures**

**Checklist**

*Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid*  

(✓ / ×)

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<td>• Bidder Information</td>
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<td>• Loyalty Programmes Currently Managed</td>
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<td>• Details Of National &amp; Regional Tie-Ups</td>
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<tr>
<td>• Break up of Categories for Redemption</td>
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<td>• Contact Center /Help Desk System</td>
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<td>• Data Security System</td>
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<td>• Other Technical Details</td>
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**Annexures (To be submitted with Commercial Proposal)**

| • Commercial Bid Form-Covering Letter |
| • Proforma for submitting Commercial Bid |

**Only for Successful Bidder**

| • Performance Security Format |
| • Deed of Indemnity |

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### Annexure 1

**Template for Pre-Bid Queries**

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<tr>
<th>Sr.No.</th>
<th>RFP Ref Page no</th>
<th>RFP Clause no</th>
<th>Existing clause Details</th>
<th>Clarification Sought</th>
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</table>
Annexure 2

Technical Bid Form

(To be included in Technical Bid Envelope)

Date: ..................

Dy. General Manager
Alternate Channels & Cards
IDBI Bank Limited,
13th floor, IDBI Tower, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Dear Sir,

Reg: Engaging Loyalty Vendor for end to end loyalty and rewards program management of IDBI Bank Credit Card product as per scope defined in the RFP.

Ref: ________________________________

After going through the Bid Documents and annexure thereto, the receipt whereof is hereby duly acknowledged, I/we the undersigned, unconditionally and irrevocably offer our services in conformity with the said Bid Documents.

If any action is brought against IDBI Bank for infringement / violation, of the applicable laws in respect of the Service(s)/ our obligations, I/we shall defend the same at my/our cost and consequences and will indemnify IDBI Bank and shall hold IDBI Bank harmless of all the costs and other expenses that IDBI Bank may incur or suffer in this connection.

I/We agree and undertake, if our Bid is accepted, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements. If our Bid is accepted, we will obtain bank guarantee in a sum equivalent to 25 Lacs (Twenty Five Lakhs) for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank). I/We agree and undertake to abide by the Bid terms of IDBI Bank including the rates quoted therein for the orders awarded by IDBI Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us. Until a formal contract is finalized and executed, this Bid
Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of IDBI Bank duly initialed/executed shall constitute a binding Contract between us. I/We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and similar laws and also strictly abide by and observe all applicable laws. We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a demand draft of Rs. __________/- (Rs. ______________ only) towards Bid Security, in favour of “IDBI Bank Limited.” drawn on ____________, _________ Branch payable at Mumbai. We understand that the Bid Security will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 90 (Ninety) days after the expiry of Bid validity period for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest. Dated this ………………………. day of ……………………..2014.

(Signature)
(Name:……………………………………………………………………)
(Designation:…………………………………………………………..)
Duly authorised
to sign Bid for and on behalf of

_________________________________________
Annexure 3

Commercial Bid Form

(To be included in the commercial bid)

The Commercial offer must not contradict the Technical Offer in any manner. The suggested format for submission of commercial offer is as follows:

1. Covering Letter (Price Schedule Format)

2. Commercial Bid shall be submitted as per Scope of Work defined in the RFP and other terms and conditions of RFP on prices

Note:

1. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

2. The cost / fees indicated is fixed which includes all costs including travel, accommodation, boarding, out of pocket expenses, all taxes etc. Service tax as applicable shall be paid by the Bank separately. If the Bidder fails to include any other expenditure/item in the tender, no claim thereof will be considered by the Bank afterwards.

3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the Contract.
Covering Letter

(To be included in the commercial bid)

1. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as Bidder, in conformity with the said Bid Documents at fees mentioned in the Commercial Bid.

2. The above fees include all costs, duties, levies, taxes and all other applicable charges including local travelling expenses, cost of stationery, if any, etc.

3. When works are executed wholly or in part which involves the Bidder services in such cases value of such whole or partly work will be taken into consideration for the purpose of calculating the Bidder fees. However, for any such works independently undertaken by IDBI Bank along with works under progress where the Bidder has no direct role or responsibility such value of work will not be eligible for Bidder fees.

4. In case of discrepancy between figures and words, the amount in words shall prevail.

5. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.

6. For the above, any decision of IDBI Bank, in this behalf shall be final, conclusive and binding on Bidder / Bidder.

Signature of Bidder: ____________________
Name: ____________________
Business address: ____________________
Offices Seal: ____________________
Place:
Date:
Proforma for submitting Commercial Bid

Engagement of Vendor for Loyalty Program Management for IDBI Bank Credit Card product

Name of Bidder:
Address of Corporate Office:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Description</th>
<th>Rs</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>One Time Charges</td>
<td></td>
</tr>
<tr>
<td>A.1</td>
<td>Program Set up Cost</td>
<td>XXX</td>
</tr>
<tr>
<td></td>
<td>Customization as per Bank’s specific requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Website design and development (SSL enabled), communication system</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Helpdesk, Email and SMS setup), etc.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Recurring Fees (Per month)</td>
<td></td>
</tr>
<tr>
<td>B.1</td>
<td>Monthly Program Management Fees</td>
<td>XXX</td>
</tr>
<tr>
<td>C</td>
<td>Variable Fee</td>
<td></td>
</tr>
<tr>
<td>C.1</td>
<td>Charges (per Rs. 100 of the transaction value on IDBI Bank Credit Cards)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[total value of only those transactions on which loyalty points are</td>
<td>XXX</td>
</tr>
<tr>
<td></td>
<td>generated will be considered]</td>
<td></td>
</tr>
</tbody>
</table>

The Commercial Bid will be evaluated based on the Total Cost of Loyalty Program Management services including taxes (excluding Service Tax). Basing on the same, Ranking of the Bidders will be determined.
Terms & Conditions:

a) IDBI Bank Ltd reserves the Right to accept any Bid, and to annual the Bid process and reject all Bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IDBI Bank Ltd’s action. Any decision in these regards by IDBI Bank Ltd shall be Final, conclusive and binding on the Bidder.

b) All the costs are in Indian Rupees. Also, all payments will be made in Indian Rupees ONLY on production of acceptance certificate.

c) All prices should be inclusive of all taxes except service tax.

We agree to the Payment Schedule as per the terms of RFP.

Authorised Signatory
(Name)

Company Name and Stamp
This Non-Disclosure Agreement entered into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

............... (Name of Bidder) of ...................... (Please specify the registered office of the Successful Bidder) (hereinafter called “the Successful Bidder/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

IDBI Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party

WHEREAS, the Bank vide its RFP No. IDBI BANK/ Credit Card- RFP/3/ 2014-15 dated 19th July 2014 had called for the Bids for engagement of Bidder to provide end to end loyalty and reward program management related to IDBI Bank Credit Card product in Bank.

WHEREAS, the Successful Bidder after going through the Bid Documents and being interested to provide end to end loyalty and reward program management related to IDBI Bank Credit Card product, has submitted its Bid.

WHEREAS IDBI Bank based upon the representation and warranties made by the Successful Bidder had entered into a contract dated [●] (the Contract) for the performance/delivery of Services by the Successful Bidder.
WHEREAS, the Successful Bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Bidder in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, for Bank, to grant the Bidder specific access to Bank’s property/information and other data. It is hereby agreed as under:

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP/the Contract.

a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

   i. maintain and use the Confidential Information only for the purposes of this contract and only as permitted herein
   
   ii. make copies as specifically authorized by the prior written consent of the other Party and with the same confidential or proprietary notices as may be printed or displayed on the original;

   iii. restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

   iv. treat Confidential Information as confidential for a period of three (3) years from the date of receipt. In the event of earlier termination of this contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of two (2) years from the date of such termination.
b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
ii. is independently developed by the recipient without breach of this contract;
iii. is the public domain;
iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
v. is released from confidentiality with the prior written consent of the other party. The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

c) Notwithstanding the foregoing, the Parties acknowledge that the nature of the Services to be performed under the Contract may require the Successful Bidder’s personnel to be present on premises of Bank or may require the Successful Bidder’s personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the Successful Bidder’s personnel under such circumstances and to provide notice to the Bidder’s of the confidentiality of all such information. Therefore, the Successful Bidder agrees and undertakes that any technical or business or other information of Bank that the Successful Bidder’s personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.
e) In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither Party shall disclose to a third party any Confidential Information or the contents of the Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of the Contract.

f) The receiving Party acknowledges the confidential nature of Confidential Information and the damage which could result to the disclosing Party if the receiving Party breaches any provision of the contract and agrees that, if the receiving Party or any of the directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, the disclosing Party may suffer immediate irreparable loss for which monetary compensation may not be adequate. The disclosing Party shall be entitled, in addition to such other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the receiving Party, its directors, officers etc. from engaging in any such act.

g) This contract shall be governed, interpreted and enforced in accordance with the laws of India.

h) Any failure to enforce any provision of this contract shall not constitute a waiver thereof or of any other provision. This contract may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. If any part of this contract is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this contract will remain in full force.

i) This contract shall bind and inure to the benefit of the Parties hereto and their successors and assigns. Neither Party may assign any of its rights or obligations under this contract without the prior written consent of the other Party.

j) The provisions hereunder shall survive termination of the Contract.
Annexure 5

Performance Security Format

<table>
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<tr>
<th>Bank Guarantee No.</th>
<th>............................</th>
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<tr>
<td>Bank Guarantee Amount</td>
<td>............................</td>
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<tr>
<td>Expiry Date</td>
<td>............................</td>
</tr>
<tr>
<td>Claim Amount</td>
<td>............................</td>
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<tr>
<td>Account</td>
<td>M/s.</td>
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</table>

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at ___________ this _______ day of _____________ Two Thousand Fourteen

BY:

______________________ Bank, a body corporate constituted under _______________, having its Registered Office/ Head Office at ________________, and a Branch Office at ________________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as “Bank” which expression shall unless it be
repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS**, the Bank vide its RFP No. IDBI BANK/ Credit Card-RFP/3/2014-15 dated 19th July 2014, had called for the Bids for engagement of Bidder to provide Loyalty Program Management services for the proposed Credit card products for the Bank. M/s........................................ have been appointed as the Bidder (hereinafter referred to as "the Successful Bidder") and accordingly has entered into **Contract dated [●] with Bank subject to the terms and conditions contained in the said documents and the Bidder has duly confirmed the same.**

2. **AND WHEREAS** pursuant to RFP, the Contract, and the other related documents (hereinafter collectively referred to as “the said documents”, the Bank has agreed to avail from M/s.............................. and M/s........................................ has agreed to provide to the Bank ......................... , more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of the Contract Price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

3. **AND WHEREAS** the Bidder has duly signed the said documents.

4. **AND WHEREAS** in terms of the Contract, the Bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a bank acceptable to the Bank for securing ................................................................. towards faithful observance and performance by the Bidder of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Bidder, the Guarantor has agreed to guarantee the Bank, payment of the 15% of the Contract Price amounting to .........................\(^{(in \ words)}\) towards faithful observance and performance by the Bidder of the terms of the Contract.
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the .................................................... or any part thereof, as the case may be, as aforesaid due to the Bank from the Bidder, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Successful Bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Bidder. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Successful Bidder or any dispute between the Bank and the Successful Bidder pending before any Court, Tribunal, Arbitrator, or any other authority. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents/the said documents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

2. The Bank shall be the sole judge to decide whether the Successful Bidder has failed to perform the terms of the Contract for providing the Services by the Successful Bidder to the Bank, and on account of the said failure what amount has become payable by the Successful Bidder to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

4. The liability of the Guarantor, under this Guarantee shall not be affected by

   a) any change in the constitution or winding up of the Successful Bidder or any absorption, merger or amalgamation of the Bidder with any other company, corporation or concern; or
b) Amalgamation of the Successful Bidder with any other company, corporation or concern; or

c) any change in the management of the Bidder or takeover of the management of the Successful Bidder by the Government or by any other authority; or

d) acquisition or nationalization of the Successful Bidder and/or of any of its undertaking(s) pursuant to any law; or

e) any change in the constitution of Bank/ Successful Bidder; or

f) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or

g) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

h) Any variance in the terms and conditions of the said documents.

5. Notwithstanding anything contained hereinafore, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of .............................................. (in words) being the 15% of the Contract Price

6. This Guarantee shall be valid for a period of ____ months from the date of issue of LOI/PO and will expire on _____________ (validity period). However, any demand or claim under this Guarantee must be received by the Guarantor within a period of ____ months or ____ days (Claim period) after the expiry of the validity period and if no such demand or claim has been received by the Guarantor within 6 months or 180 days after the expiry of the validity period, then all the rights of the Bank under this Guarantee shall cease.

7. The Guarantor hereby agree and undertake to extend the validity period of this guarantee for a further period as decided by IDBI Bank when such request is received at least 15 days before the expiry of validity period of the guarantee.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefrom the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

9. Any act or omission, time or indulgence granted by IDBI Bank to the Successful Bidder and / or Guarantor if any will also not discharge this Guarantee or otherwise vitiate or affect or prejudice this Guarantee. Notwithstanding anything to the contrary contained herein, and / or any indulgence shown by IDBI Bank, the Guarantee hereby furnished shall remain in full force and effect until the ultimate balance of the entire dues of IDBI Bank being Rs.________ under this Guarantee as aforesaid have been paid in full.

10. The Guarantor shall on demand make the payment without set-off and free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed by the Government or any political subdivision or authority and therein and thereof.

11. The Guarantor confirms that a mere letter from IDBI Bank under the signature of its Authorized Signatory that there has been a default/failure on the part of the Successful Bidder in faithfully observing and performing the terms, conditions, covenants, stipulations, provisions, of the contract the said documents, shall without any other or further proof be final, conclusive and binding on the guarantor.

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

SIGNED AND DELIVERED BY

The within named Guarantor,

______________________________________

by the hand of Shri.__________,

its authorised official
Annexure 6

Unconditional Acceptance of Terms & Conditions of the RFP

(To be submitted on the Company’s Letter Head)

To,
Deputy General Manager- Cards Department
Alternate Channels & Cards
IDBI Bank Ltd.
IDBI Tower, 13th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Ref: RFP for Engagement of Loyalty Vendor for IDBI Bank Credit Card

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated for IDBI Bank Limited regarding Hiring Loyalty Vendor for end to end loyalty and rewards program management related to IDBI Bank Credit Card product.

Authorized Signatory

( )
Designation
Company Stamps
Annexure 7

Bank Details

(To be included in Technical Bid Envelope)

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<tbody>
<tr>
<td>1</td>
<td>Name of the Bank</td>
</tr>
<tr>
<td>2</td>
<td>Address of the Bank</td>
</tr>
<tr>
<td>3</td>
<td>Contact Person</td>
</tr>
<tr>
<td>4</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>5</td>
<td>Fax No. and email</td>
</tr>
<tr>
<td>6</td>
<td>Over Draft Limit</td>
</tr>
<tr>
<td>7</td>
<td>Bank Guarantee Limit</td>
</tr>
<tr>
<td>8</td>
<td>Remarks, if any</td>
</tr>
</tbody>
</table>

Corporate Authorisation details.

**Note**: This statement has to be duly attested by the banker.

Signature: 
Name of the Authorised Person:  
Designation:  
Company Seal

Signature: 
Name of the Authorised Person:  
Designation:  
Banker Seal

All authorizations should be collected.
Annexure 8

Deed of Indemnity

This Deed of Indemnity executed at Mumbai on the ____ day of ______ by ______________________________________ (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS

(1) The Obligor has

(a) offered to Bank to provide services for end to end loyalty and rewards program management related to IDBI Bank Credit Card product as mentioned in RFP No. IDBI BANK/ Credit Card-RFP/3/2014-15 dated 19th July 2014;

(b) represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to Bank as stated in the Contract dated........./RFP;

(c) represented and warranted that the aforesaid services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of Bank;

(d) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
(2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract / Agreement dated ______________________ (the Agreement/ Contract) with the Obligor;

(3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank under the Contract and/or due to breach of terms and conditions of the Contract by the Obligor and/or on account of misconduct, omission or negligence or otherwise by the Obligor.

(4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP/the Contract.

NOW THIS DEED WITNESSETH AS UNDER:- In consideration of Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby agree and undertake that:

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during or after the contract period.

(2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorisations, consents are obtained from the local and/or municipal and/or
governmental authorities, as may be required under the Applicable Laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

(3) The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI Bank against any levies / penalties / claims / demands litigations, suits, actions, judgements, and or otherwise ion account of any default and or breach and or otherwise in this regard.

(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).

(7) This indemnity shall survive the aforesaid Agreement.

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgement against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgement, a certified copy of which shall be conclusive evidence of the judgement, or in any other
manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of IDBI.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of

( ___________________ )

( ___________________ )

by the hand of ___________________,

________, the authorised official

of the Obligor

( )
Annexure 9

Fulfillment of Eligibility Criteria

(To be submitted on company’s letter head)

(To be included in Technical Bid Envelope)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Eligibility Criteria</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Bidder should be a company incorporated in India and should have been in operation for a period of at least 3 years in India as on date of the RFP, with considerable expertise in conceptualizing, designing, implementing and managing end to end customer loyalty and rewards program.</td>
<td>Certified copy of Certificate of Incorporation in case of private limited company and Certificate of Commencement of Business in case of a public limited company.</td>
</tr>
<tr>
<td>2</td>
<td>The Bidder should have experience in providing the Loyalty Programme management solution for atleast 2 Commercial Banks in India as on date of submission of bid.</td>
<td>The Bidder should submit the certificates from respective banks of the same as part of its Bid.</td>
</tr>
<tr>
<td>3</td>
<td>The Bidder should be PCI-DSS Compliant and the Data Centre should be ISO 27001 certified.</td>
<td>Copy of certificates should be submitted as part of Bid.</td>
</tr>
<tr>
<td>4</td>
<td>The Bidder should have both primary and DR center with full back up arrangement.</td>
<td>The Bidder has to submit the audit certificate.</td>
</tr>
<tr>
<td>5</td>
<td>The Bidder should have provided a dedicated interactive secure online website for the loyalty rewards program with SSL which enables customers to inquire &amp; request for redemptions for atleast 2 commercial Banks.</td>
<td>The Bidder should submit the documentary evidence of the same as part of its Bid.</td>
</tr>
<tr>
<td>7</td>
<td>The Bidder should have a turnover of minimum Rs. 3 Crores with positive net-worth during each of the previous 3 financial years as per the audited financial statement. i.e. FY 2011-2012, FY 2012-13, and FY 2013-14.</td>
<td>Audited Financial Statements or CA certificate (for FY 13-14)</td>
</tr>
<tr>
<td>8</td>
<td>The Bidder should not have been blacklisted by any Govt./Govt. Agency/Bank(s) /Financial Institutions in India or overseas in the last three years.</td>
<td>The Bidder has to submit self certification on its letterhead.</td>
</tr>
</tbody>
</table>
Annexure 10

Undertaking

(To be included in Technical Bid Envelope)

We, [●] (name and designation) on behalf of [●] having its registered office at [●] have submitted a Bid proposal to IDBI Bank for [●] in response to the Request for Proposal (RFP) dated [●] by IDBI Bank.

a. We are duly authorized persons to submit this undertaking
b. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
c. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same
d. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
e. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information’s may be required by IDBI Bank from time to time.
f. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad.
g. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.
It is further certified that we have not modified or deleted any text/matter in this RFP.

Dated this _____ day of ___________________ 2014

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:
Annexure 11

Format of Power of Attorney for Signing of Bid

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

(To be included in Technical Bid Envelope)

Know all men by these presents, we ______________ (name of the company) do hereby appoint and authorize Mr. ______________ (full name and residential address) who is presently employed with us and holding the position of __________ _________________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for loyalty and reward program management for Credit Card under outsourced model in response to the RFP (Request for Proposal) Reference No................. by IDBI Bank Ltd (hereinafter referred to as IDBI Bank Ltd), including signing and submission of all documents and providing information/responses to IDBI Bank Ltd. in all matters in connection with our bid / offer.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of ____________________ 2014
For ____________________________

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. To be executed by all members in case of a Consortium.

2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

4. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.
**Annexure 12**

**Bidder Information**

(To be included in Technical Bid Envelope)

Please provide information in the following format for the Bidder and all sub-contractors and other agencies employed/proposed to be employed for providing field level services and activities subcontracted/outsourced.

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Company’s name</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Nature of activity</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Holding company or parent company (if any)</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Company address</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Telephone, fax numbers and website address</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Details of ownership</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Years in business</td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Key person(s) with contact details</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Financial</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Net Worth 2013-14</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Net Profit 2013-14</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Annual Revenue 2013-14</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Net Profit 2012-13</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Annual Revenue 2012-13</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Net Profit 2011-12</td>
<td></td>
</tr>
<tr>
<td>2.7</td>
<td>Annual Revenue 2011-12</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Staff</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Total number of employees</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Break-up of employees</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Sales</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Administrative</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Technical</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Implementation staff</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Others</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Names of banks, other companies for which work has been undertaken</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Any special qualifications</td>
<td></td>
</tr>
</tbody>
</table>

Note: Bidders will please submit the Audited Balance Sheets for the past three years
Annexure 13

Loyalty Programmes Currently Managed (separate sheet for each institution)

(To be included in Technical Bid Envelope)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Bank/Institution</th>
<th>Nature, scope (If undertaken for multiple channels etc.) and no. of A/cs managed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annexure 14

Details of National and Regional Tie-Ups (Tie-Ups with Brands With Pan-India Outlets and with Tie-Ups With Merchants Confined Locally Or Regionally)

(To be included in Technical Bid Envelope)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Name of Establishment</th>
<th>Nature of tie-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annexure 15

Break Up Of Categories For Redemption

(To be included in Technical Bid Envelope)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Category</th>
<th>Number of Tie-ups</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Annexure 16**

**Contact Center/ Help Desk System**

(To be included in Technical Bid Envelope)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Requirement</th>
<th>Yes/No</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Single point of contact for Bank’s customers for help, checks on status of account, redemptions, etc. with proactive problem resolutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Toll free telephone number with no. of lines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Multilingual (min. English &amp; Hindi) capability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>TAT to address &amp; solve the issue (No. of days)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Escalation matrix and process</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Annexure 17**

**Data Security System**

(To be included in Technical Bid Envelope)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Requirements</th>
<th>Yes/No</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Firewall with fully integrated Internet security and IP networking and access to network with VRRP and Firewall synchronization technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Intrusion Detection System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Virus protection, detection &amp; maintenance of virus definitions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 4     | Information Security Management System using best practices available in industry  
      |   a. Application Platform – Data transfer between client and server           |        |         |
      |   b. Data communication and integration with third party applications using Service-oriented Architecture (SOA) on CRM platform |        |         |
      |   c. SSL VPN for remote connectivity and management                          |        |         |
| 5     | Logging for account management, privilege changes, user activity, configuration changes etc. |        |         |
| 6     | Adequate redundancy and back up (or DR site) to support uninterrupted services |        |         |
| 7     | Whether PCIDSS compliant                                                      |        |         |
## Annexure 18

### Other Technical Details

(To be included in Technical Bid Envelope)

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DR Site</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Uptime capability</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Account handling capacity</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>No of transactions handled per second</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Processing capability</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Storage capacity (in TBs)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>On-line secure English interactive portal (Hindi portal to be provided subsequently)</td>
<td></td>
</tr>
</tbody>
</table>