

**Request for proposal for “Empanelment of Direct Selling Agents  
for selling Credit cards and Personal Loans”**

**RFP No.CO/ Sales/ 18/01 dated 26.04.2018**

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**BOB Financial**  
— Credit reimagined —

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**BOB Financial Solutions Limited  
(Formerly known as BOBCARDS Limited)**

**BoB Financial Solutions Ltd.  
Administrative Office  
Ground Floor  
16, Parliament Street  
New Delhi - 11001**

## Invitation for Request for Proposal

BOB Financial Solutions Limited (BFSL) invites a sealed Request for Proposal (RFP) (eligibility offer) from Direct Selling Agent/s (referred to as DSA for the remainder of the RFP) to provide services of fulfillment of Credit cards and personal loan sales, in line with the sales targets assigned by BFSL.

### Important Dates:-

<b>Queries to be mailed by</b>	07th May, 2018
<b>Queries to be mailed to and place of pre-bid meeting</b>	Head-Sales BOB Financial Solutions Limited Ground Floor 16 <sup>th</sup> Parliament Street, Sansad Marg, New Delhi -110001  <a href="mailto:head-sales@bobcards.com">head-sales@bobcards.com</a> ;PH- 9873339393
<b>Pre-bid meeting</b>	10 <sup>th</sup> May, 2018
<b>Last Date, Time and Place for receipt of tender offers</b>	Date : 18 <sup>th</sup> May, 2018 Time : 3.00 p.m. (IST) Place :  Head-Sales BOB Financial Solutions Limited Ground Floor 16 <sup>th</sup> Parliament Street, Sansad Marg, New Delhi -110001
<b>Time and date of Opening of bids</b>	Date : 21 <sup>st</sup> May, 2018, 4:00 p.m.
<b>Contact Telephone Numbers</b>	9873339393
<b>Application Money</b>	INR 5,000/- (Rupees Five Thousand Only)

***N.B: The above dates are tentative and subjected to change without any prior notice or intimation.***

## RFP Terminology

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Definitions – Throughout this RFP, unless inconsistent with the subject matter or content.

- ❖ “Company” means BOB Financial Solutions Limited.
- ❖ “Bidder”/ “Service Provider”/ “Vendor”/ “Agency” means respondent to this RFP document
- ❖ “RFP” means this Request for Proposal (this document) in its entirety, inclusive of any addenda that may be issued by BOB Financial Solutions Limited.
- ❖ Words “Selected Bidder” means the applicant who is declared successful after completion of the entire process of evaluation as defined under this RFP.
- ❖ “Sales Services” – means all services, scope of work and deliverables to be provided by the bidder as described in the RFP
- ❖ “SLA” means Service Level Agreement
- ❖ “NDA” means Non-Disclosure Agreement

### Confidentiality

*This document is meant for the specific use by the Company / person(s) interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. BOB Financial Solutions Limited expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Company in the event that such a circumstance is brought to the notice of the Company. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.*

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## SECTION 1: BACKGROUND AND PURPOSE:-

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BOB Financial Solutions Limited (formerly known as BOBCARDS Ltd) is a Non-banking Financial Company, 100% subsidiary of Bank of Baroda, one among the pioneers in the Indian card market. The company is in the business of Credit cards, Personal loans, acquiring business & back end support for Debit cards operations to Bank of Baroda.

Bank of Baroda established a wholly owned subsidiary, BFSL, in the year 1994 to cater to the needs of a rapidly growing credit card industry in a focused manner. BFSL was the first Non-banking Financial Institution in India issuing credit cards, an ideal substitute for cash. BFSL also manages the debit card business and merchant acquisition business for Bank of Baroda.

With a view to augment and drive the sales of our credit card business; canvassing of other products of Holding Bank/ Wholly Owned Subsidiaries of Holding Bank, to offer personalized services to our existing clientele at their doorstep as also to reach out to new customers, it has been decided to empanel **Direct Selling Agents** to provide services of fulfillment of Credit cards and personal loan sales, as per the requirements of the Company, and as and when need arises.

### 1.1 Introduction

This request for proposal document („RFP document“ or RFP) has been prepared solely for the purpose of enabling BFSL (“Company”) to empanel DSA for sales of Credit cards & Personal loans to meet with the sales targets of the company.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the solution. The provision of the solution is subject to appropriate documentation being agreed between the Company and the eventual successful bidders.

### 1.2 Information Provided

The RFP document contains statements derived from information believed to be reliable on the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the solutions. Neither the Company, nor any of its employees, agents, contractors, or advisers gives any representation or warranty, expressed or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

### 1.3 For Respondents Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization/PSU/ Limited /Private Limited Company, partnership firm or/and an Autonomous Institution.

### 1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to the Company. The Company may update or revise the RFP document or any part of it.

The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Company or any of its customers or suppliers without the prior written consent of the Company

## 1.5 Disclaimer

- i. Subject to any law to the contrary, and to the maximum extent permitted by law, the Company and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Company or any of its officers, employees, contractors, agents, or advisers.
- ii. The Company and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, and of the material which may be the copyright material or any other intellectual property of a third party who may claim ownership of the same.
- iii. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of The Company, is subject to the terms and conditions set out in this RFP.
- iv. This RFP is not an offer by BOB FINANCIAL SOLUTIONS LTD, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized official(s) of BOB FINANCIAL SOLUTIONS LTD with the selected Bidder.
- v. The purpose of this RFP is to provide the Bidder(s) with information to assist the preparation of their bid proposals. This RFP does not claim to contain all the information that each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP, and where necessary obtain independent advices/clarifications. The Company may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- vi. The company, its employees and its advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

## 1.6 Costs Borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings,

discussions, etc. and providing any additional information required by the Company, shall be borne entirely and exclusively by the Respondent.

### **1.7 No Legal Relationship**

No binding legal relationship shall exist between any of the Respondents and the Company until execution of a contract.

### **1.8 Recipients' Obligation to Inform Itself**

It is the Recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

### **1.9 Evaluations of Offers**

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### **1.10 Errors and Omissions**

Each Recipient should notify the Company of any error, omission, or discrepancy found in this RFP document. Notification should be made to the address found in bid related detail

### **1.11 Acceptance of Terms**

Recipient shall, by responding to the Company with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.

### **1.12 Liabilities of the Company**

This RFP is not an offer by the Company, but an invitation for Vendor responses. No contractual obligation on behalf of the Company whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Company and the Vendors.

### **1.13 Bid integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Company may take. All the submissions, including any accompanying documents, will become the property of BOB Financial Solutions Ltd.

## SECTION 2 - LODGEMENT OF RFP:

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The bid should comprise of one hard copy and one soft copy (Word format). Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as “**ELIGIBILITY BID**”. The soft copy of the bid should be submitted on a CD/Pen drive sealed in an envelope marked as “**SOFT COPY OF BID**”. These two sealed envelopes should be placed in a single sealed envelope super scribed as “**BID FOR PROVIDING SALES SERVICES - NAME OF THE BIDDING COMPANY**”

The technical bid should consist of the following:

- i. A letter on the bidder's letterhead mentioning :
  - a. Details of technical competence and experience of the bidder
  - b. Certifying that the period of the validity of the bid is 180 days from the target date of submission of bid.
  - c. Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure A**.
- ii. Bidders' information as per **Annexure B** on bidders' letter head.
- iii. Letter of undertaking as per **Annexure C** on bidders' letter head.
- iv. Audited balance sheets and profit and loss account statement for last 3 year.
- v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- vi. Response to all points of the Technical evaluation format as per the Annexure enclosed in the RFP.

It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, the Company reserves right to accept the same at its sole discretion. Any other relevant documents / deed relevant for the purpose of the RFP shall be called from the Bidders at any point of time.

The document should be addressed to:

**Head- Sales**  
BOB Financial Solutions Limited  
Ground Floor,  
16<sup>th</sup> Parliament Street, Sansad Marg  
New Delhi - 110001

The sealed bid envelope should be delivered at the above address. **Bids submitted anywhere else would be liable for rejection.**

All the pages of the proposals are to be numbered and be signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial number across the entire document in Page X of Y format, where X is the current page no. and Y is the total no. of pages.

Please note that in following cases, the Company, in its absolute discretion may reject the bids received from the bidder:

- a. Submission of Bid after the dead line stipulated in this RFP Document.
- b. Misleading/incomplete information/submission of improper/incomplete documentation.



- c. Bid submission without bidder's name.
- d. Envelopes are not in the order as directed in this document.

### **Related Parties -**

In the following circumstances, the Company will have the discretion to reject / respond or accept the Proposal/ respond with some conditions stipulated by the Company:

- Proposal/Response submitted by holding company and its subsidiary
- Proposal/Responses submitted by two or more companies having common director/s
- Proposal/ Responses submitted by two or more partnership firms / LLPs having common partners
- Proposal/Responses submitted by two or more companies having the same group of promoters / management
- Any other proposal/ response in the sole discretion of the Company, is in the nature of multiple bids.
- Faxed or emailed copies of any submission are **not acceptable** and shall be rejected by the Company.
- Only one bid shall be accepted from one vendor. In case vendor is submitting more than one bid, all the bids submitted by the vendor shall be disqualified.

## **2.1 Registration of RFP Submission**

Upon the receipt of a submission, the Company shall register the RFP response. **Incomplete or partial or faulty submissions shall be rejected forthwith.** All submissions, including any accompanying documents, shall become the property of the Company. Hence, submission of response to the RFP shall be deemed as Respondents' license, and grant all rights to the Company to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or accompanying documents.

### **2.1.1 Late RFP Submission**

Timely submission of responses is strongly encouraged and recommended. Tender submissions after the lodgment deadline shall be documented by the Company and may be considered and evaluated/rejected at the absolute discretion of the Company. However, the Company has no obligation to accept or act on any reason for a late Tender response.

### **2.1.2 RFP Submission Validity Period**

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. The Company shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder/s for future requirement after expiry of current assignment period. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of period of validity.

## **2.2 Requests for Information / Clarifications**

Respondents are required to direct all communications related to this RFP to:

### **Head- Sales**

BOB Financial Solutions Limited  
Ground Floor,  
16<sup>th</sup> Parliament Street, Sansad Marg  
New Delhi - 110001

The Company, may, in its absolute discretion seek additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form as part of that Respondent's response. The Company is not bound to reply to the queries not pertaining to this RFP. Replies shall be at Company's discretion. Company's replies shall be final and acceptable to all bidders

### **2.3 Company's Right to accept any Bid and to reject any or all Bids:**

BOB Financial Solutions Limited reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

The Company shall notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. The Company is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated to the empanelled bidders after opening and necessary processing of commercial bids of empanelled bidders. **No separate communication will be issued by the Company.**

### **2.4 Language of Tender**

The tender prepared by the Bidder, as well as all the correspondence and documents relating to the Tender exchanged by the bidder and the company and supporting documents and printed literature shall be in the English language only.

### **2.5 Eligibility Criteria:**

Interested Bidders, who are providing solution as explained in Annexure A and meeting the Eligibility Criteria may respond to this RFP.

The Bidder needs to comply with all the eligibility criteria mentioned in this RFP, to be evaluated. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The bidder should enclose proof in support of all eligibility criteria while submitting the Bid Proposal, failing which the Bid Proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credentials should be appropriately bound, labeled and segregated in the respective areas.

During evaluation of the Tenders, the Company, at its discretion, may ask the bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The Company may, at its own discretion, relax one or more of the conditions for the vendors who have already provided similar services to another Company. Bid is open to all Bidders who fulfill the eligibility criteria. The bidder has to submit the details of eligibility criteria as per **Annexure A**.

### **2.6 Commercial Bid**

The commercial quotes are not required to be submitted at the time of tender submission by the bidders. Commercial quotations will be invited by the Company from empanelled bidders only as per company's requirement during the empanelment period.

## **Section 3: SCOPE OF WORK:**

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This RFP has been prepared solely for the purpose of enabling BFSL to empanel company/companies that should act as a Direct Selling Agent (DSA) to provide services of fulfillment of credit card and personal loans sales, as per the requirements/targets of the Company.

### 3.1 Project Scope:

The empanelled DSAs would be expected to:

- Indulge in end to end sales, starting from canvassing the credit cards/personal loans business, to generation of leads, to conversion of prospects into customers and finally handing over the completed application forms to BFSL.
- Ensure that the requisite KYC & Income documents (as enlisted by RBI/BFSL) are handed over to the Company along with the completed application forms for the final processing.
- Follow up the application with the Company till the processing is complete.
- These completed application forms can be delivered to the Company by the DSA itself or through any other person/entity that the DSA indemnifies and keeps BFSL indemnified for the same.

The above services will be required across the country. The Company, at its sole and absolute discretion, may choose to avail all services or part thereof. Such decision may be advised even during the course of the assignment.

The Company reserves its right to change the project/ assignment scope considering the size and variety of the requirements and the changing business conditions.

## SECTION 4: GENERAL TERMS

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### 4.1 Evaluation process

The competitive bids shall be submitted for evaluation in response to the RFP (this document)

### 4.2 Payout and Target assignment

The payout slab will be based on volume of the business delivered in a given month purely on the basis of no of approved cards and loans disbursed.

Details of the slab will be shared through the RFQ process with the empaneled vendors.

BFSL will support the selected vendors with an additional payout (set-up fees) INR 100/- per application for the period of 3 months excluding the month of commencement of business.

The additional payout will be paid purely basis the no of complete applications accepted at the processing department subject to min delivery of 200 approved cards from the same vendor within the same month.

Approved or cancelled / incomplete during the period will not be considered for additional payout (set-up fees). Also the approved card will not be considered for the additional payout (set-up fees)

- At the time of empanelment, the company has to share the expected business.
- TDS on commission will be applicable as per the Income Tax rule.
- Payout will be subject to applicable taxes.

The Company reserves the right to accept or reject any application/bid without assigning any reason thereof. In case of doubt, decisions of the selection committee shall be final.

### 4.3 Clarifications & Amendments

If deemed necessary the Company may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

*RFP-Empanelment of DSA for sales of Credit cards & Personal Loans in BOB Financial Solutions Limited*

The Bidder requiring any clarification of the bidding documents should submit written queries on or before the stipulated date to Head- Sales, BFSL, Delhi, at Head-sales@bobcards.com.

At any time prior to the deadline for submission of bids, the Company may modify the bidding document by amendment.

Any clarification issued by the Company will be in the form of an addendum/ corrigendum and will be available in BFSL website - (www.bobfinancial.com). The amendment will be binding on all bidders. BFSL, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take amendment into account.

#### **4.4 Stages of Evaluation**

The Company shall empanel multiple vendors who would be fully matching the eligibility criteria as per the Annexure A of the RFP. These would be the bidders who are eligible for providing the mentioned Sales Services to BFSL.

#### **4.5 Price Negotiations with the Selected Bidder**

The Company retains the right to negotiate the commercials with empanelled vendors which is done after calling for commercials from empanelled vendors, pursuant to signing of Empanelment Agreement and issuance of Terms of Reference outlined to arrive at a reasonable remuneration before awarding the assignments.

The company would like to select multiple vendors Pan India with matching commercials for allotment of work as deemed fit.

#### **4.6 Price Bids**

When commercials are called for from the empanelled bidders, the empanelled bidders are required to quote in Indian Rupees (INR). Bids in currencies other than INR would not be considered.

The prices quoted by the bidder shall be exclusive of applicable taxes

Terms of payment will be indicated in the Empanelment Agreement/ Terms of Reference that will be entered into by the Company with the empanelled bidders and will be final and binding on the bidders. No interest will be payable by the Company on outstanding amounts under any circumstances. Bidder should ensure that the project meets the specified timelines.

### **SECTION 5: ERASURES AND ALTERATIONS**

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Details must be completely filled up. All the corrections or alterations, if any, should be authenticated.

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to the Company. Offers not adhering to these guidelines may not be accepted by the Company.

### **SECTION 6: TENURE OF EMPANELMENT**

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The empanelled DSAs wouldn't be employees of the Company; they would be hired on a contractual basis which shall be subject to a review and renewal every year. The shortlisted bidders will be empanelled for a

Period of 1 year initially and may be extended with same terms and conditions on mutual agreed terms. However, the empanelment agreement with any or all empanelled bidder/s may be cancelled, at the discretion of the Company, by providing one month's notice. This is not a deterrent for the Company to work with other companies/ staffing agencies, as deemed fit, without assigning any reasons therefore.

## **SECTION 7: ADHERENCE TO GENERAL TERMS AND CONDITIONS**

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The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

### **7.1 Execution of SLA / NDA**

The successful bidder shall execute **(a)** a Service Level Agreement (SLA)/ Empanelment Agreement/ Memorandum of Understanding, which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Company; and **(b)** Non-disclosure Agreement (NDA). The costs and expenditure should be borne by the bidder. The Bidder shall execute the SLA/ MOU/Empanelment Agreement and NDA within one month from the date of intimation of empanelment. The contract shall be executed by the authorized signatory of the Bidder. A power of attorney to that effect shall be submitted by the successful bidders.

### **7.2 BFSL Reserves the Right to:**

1. Reject any and all responses received in response to the RFP
2. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
3. Extend the time for submission of all proposals
4. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
5. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
6. Use the information/ clarifications provided in response to RFP by bidder in any form, for evaluation purpose.
7. Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
8. Change the time schedule of the RFP for inviting the bids or evaluation thereof
9. Modify the quantity or any specifications related to eligibility or technical requirements

### **7.3 Resources**

The Company reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by the Company) during the course of assignment. The bidder will have to undertake that no such substitution would delay the project timelines.

### **7.3 Professionalism**

The bidder should provide professional, objective and impartial advice at all times, hold Company's interests paramount and observe highest standard of ethics while executing the assignment.

### **7.4 Adherence to Standards and compliance of laws**

The bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that it has complied to all required legal compliances and has the necessary permission/ licenses to do the job.

The Bidder will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/ violations are observed.

The Company reserves the right to ascertain information from the companies and other institutions to which the bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of bidder selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing

## **7.5 Expenses**

It may be noted that the Company shall not pay any amount/expenses/charges/fees/travelling expenses/boarding/lodging expenses/conveyance expenses/out of pocket expenses etc. other than the fees as per the final price of the successful bidder mentioned in the commercials.

## **7.6 Penalty and Liquidated Damages Clause:**

The successful bidder shall be liable to pay penalty fixed, per week or part thereof for delay and not adhering to the time schedules of the contract.

If the selected bidder fails to complete the due performance of the contract, in accordance to the terms and conditions, the Company reserves the right either to cancel the contract or to accept performance already made by the selected bidder. In case of termination of contract, the Company reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

If the successful bidder fails to perform its obligation as per this Agreement, then the Company reserves the right to get the balance work executed by another service provider as per choice of the Company and successful bidder shall be liable to bear the expenditure which the Company may incur for the execution of balance work and its completion.

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

## **7.7 Indemnity against Infringement of Intellectual Property Rights**

The successful bidder shall indemnify the Company and keep indemnified for against any loss or damage by executing an instrument to the effect of a Non Judicial stamp paper that the Company" may sustain on account of violation of patent, trademarks intellectual property rights, losses incurred due to malfunctioning of the proposed solution, interruption in use or unavailability of data, breach of confidentiality, any gross negligence by the employees of the successful bidder etc.

The bidder shall, at its own expense, defend and indemnify „the Company" against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by bidder. Bidder will provide infringement remedies and indemnities for third party products, on a pass through basis. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If „the Company" is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible to pay such compensation along with all costs, damages and attorney"s fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a bidder approved settlement, the Company will issue notice to the vendor of any such claim without

delay and provide reasonable assistance to the vendor in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The vendor shall also reimburse all incidental costs, which „the Company“ incurs in this regard.

In the event of the vendor not fulfilling its obligations under this clause within the period specified in the notice issued by „the Company“, „the Company“ has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

## **7.8 Dispute Resolution**

“The Company” and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, „the Company” and the vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by „the Company” and the award of the arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Mumbai. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself

## **7.9 Indemnity**

The Bidder shall indemnify the Company, and shall always keep indemnified and hold the Company, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys’ fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:

- Company’s authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- An act or omission, fraud, negligence, breach on part of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement; and/or
- Claims made by employees or subcontractors or subcontractors” employees, who are deployed by the Bidder, against the Company; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP/subsequent Agreement; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual
- Property Rights; and/or
- Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder. In the event of successful vender not fulfilling its obligations under this clause within the period specified in the notice issued by the Company, Company has the right to recover the amounts due to it under this provision from any amount payable to the bidder

under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement and the provisions of this clause shall survive the termination of the RFP and subsequent Agreement.

#### **7.10 Force Majeure**

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the vendor shall promptly notify „the Company“ in writing of such condition and the cause thereof. Unless otherwise directed by „the Company“ in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

#### **7.11 Consequences of Termination for Default**

“The Company“, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.

In the event of “the Company“ terminating the Contract in whole or in part, „the Company“ may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to „the Company“ for any excess costs for such similar services. In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), „the Company“ 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 Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the contract.

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

“The Company“ or the successful bidder may terminate the contract in full or in parts by giving a written notice of THREE months to the other party against acknowledgement. The parties shall make full endeavor for a smooth transition/provide all support to the new vendor and other party so as to ensure continued customer service and minimum disruption.

#### **7.12 Confidentiality**

This document contains information confidential and proprietary to „the Company“. Additionally, the vendors shall be exposed by virtue of the contracted activities to the internal business information of „the Company“. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, and / or legal action against the vendors for breach of trust.

The vendor (and its employees) shall not, unless „the Company“ gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by „the Company“ (including the users), in





Connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The vendor, its employees and agents shall not, without prior written consent from the Company, make any use of any document or information given by „the Company“ or its Authorized personnel, except for purposes of performing the contract award. In case of breach, „the Company“ shall take such legal action as it may be advised. The Vendor has to maintain confidentiality even after completion/ termination of the contract.

### **7.13 Limitation of Liability**

- a. The vendor's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
- b. Vendor's liability in case of claims against the Company" resulting from Wilful Misconduct or Gross Negligence of the vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or Breach of confidentiality obligations shall be unlimited.
- c. „The Company“ shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the vendor as part of this Agreement.

In no event shall The Company be liable for any indirect, incidental or consequential damages, under or in connection with or arising out of this Agreement, howsoever such liability may arise.

### **7.14 Governing Law and Disputes**

The Bid and subsequent Contract with the selected Bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.

### **7.15 Limitation on Promotion**

The vendor shall agree to make no reference of „the Company“ for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without express prior written consent of „the Company“.

### **7.16 Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with „the Company“, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with „the Company“. The bidder shall furnish proof of signature identification for above purposes as required by „the Company“.

### **7.17 Cancellation of Contract and Compensation**

The Company reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by „the Company“ on the following circumstances:

- i. The bidder goes into liquidation voluntarily or otherwise.
- ii. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid

- iii. If the deductions on account of liquidated damages penalty exceeds more than 5% of the total contract price

Further „the Company“ reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by „the Company“ in the event of any of the defaults occur and the same is not rectified within 30 days from the date of receipt of intimation from „the Company“ with respect of occurrence of such default in case of:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iii. The Company reserves its right to cancel the order if discrepancies/ violations are observed in the various reports provided to the Company as per scope of work.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, „the Company“ reserves the right to get the balance contract executed by another party of its choice by giving three months“ notice for the same. In such event, the selected bidder is bound to make good the additional expenditure, which „the Company“ may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

**Part exit clause:** „The Company“ may any time terminate or exit from the agreement for all/some specific services by giving written notice of three months to the Vendor. „the Company“ may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an bidder identified by the Government/Regulatory/other Statutory body to provide all/select services depending upon the nature of technical independence of the services/module on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for subsequent period would not be payable

#### **7.18 Assignment**

Neither the contract nor any rights granted under the contract shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the „The Company“.

If the vendor undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. The service level agreement executed with the vendor after award of purchase order shall be considered to be assigned to the new entity and such an act shall not affect the rights of the „The Company“ under the executed service level agreement.

#### **7.19 Subcontracting**

The vendor may not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without prior explicit written consent of the „the Company“.

#### **7.20 Audit**

The Company reserves the right to conduct an audit/ ongoing audit of the services provided by the Vendor. The Vendor should allow the Reserve Bank of India (RBI) or persons authorized by it or audit bidder/personnel identified by „the Company“ to access the Company’s documents, records or transaction or any other information given to, stored or processed by Vendor within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by “the Company” by one or more officials or employees or other persons duly authorized by „the Company“.

The Company would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management consultants at

specified intervals with prior information to the successful bidder. The bidder to provide unconditional and complete support to carry out the audit and arrange for rectification/updation of the findings as part of the ATS at no cost to the Company.

The external and internal auditors of „the Company“ will be given right to review internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Company.

#### **7.21 Information and Secrecy**

The Vendor must provide a written undertaking to the Company to be submitted duly signed on company letter head to comply with the secrecy provision of applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. „the Company“ has right to terminate the services of the Vendor if it fails to comply with the conditions imposed.

#### **7.22 No Commitment to accept Lowest or any Offer / Bid**

The Company shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Company has the right to reissue tender / bid. The Company reserves the right to make any changes in the terms and conditions of the RFP that will be informed to all the bidders. „the Company“ will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer / bid is rejected. Any decision of „the Company“ in this regard shall be final, conclusive and binding upon the bidder.

#### **7.23 No Liability**

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

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

#### **7.24 Compliance with Laws, Labour Legislations and Statutory Requirements**

The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and subsequent Agreement.

The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

The bidder should be compliant under all Labour and Other statutory legislations. The vendor must procure and maintain all licenses/ registrations but not limited to FP, ESI, Professional Tax, Shops & Establishments etc. The vendor must produce monthly challan copies to the company with details

## ANNEXURE A – ELIGIBILITY CRITERIA

The purpose of this section is for bidders to provide information to demonstrate to BOB Financial Solutions Limited that its services offering satisfy Company's requirements. The bidder should also demonstrate that it has the financial organizational infrastructure to fulfill the fundamental requirements set out in this RFP. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria may not receive further consideration during the evaluation process. A complete listing of the specific bid evaluation criteria is given below (Filling all the details - mandatory):-

Sr No	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)
1	Legal Entity	The bidder must be an Indian firm; a private firm, registered under Companies Act 1956, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted)	Certificates of Registration, as required
2	Worth	The bidder should have a positive net worth in the last 2 years.( FY 2015-16, FY 2016-17)	Copy of the Audited financial statement or CA certificate.
3	Business Operation	The bidder should be operating in similar service/business for at least the past 18 months (serving a financial institution/bank preferred).	Certificate of Incorporation / Copy of all the work orders and/ or Certificate of completion of the work for last 18 months.
4	Performance/Delivery	The bidder should have delivered a minimum of 1500 cards across financial institutes in the last quarter ending March 31, 2018.	Copy of the bills charged to the existing clients
5	Presence	The bidder should have presence in at least 2 cities across the country.	List of Offices, Contact Person & contact details.
6	Client Base	The bidder must have a direct experience of providing similar services to at least 3 other financial institutions. Sub-contracting services will not be considered.	Copy of all the work orders and/ or Certificate of work mentioning the name of the Financial Institute/
7	Blacklisting	The bidder company should not currently have been blacklisted by any Government Department/PSU/ or under any declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance	Self-declaration on the bidder's letter head
8	Taxation Registration	The bidder must have a valid: 1. PAN 2. GST Registration No. 3. TIN/CIN/DIN etc (as applicable)	Attested copies of all certificates & KYC
9	Ownership	The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of BFSL or BOB	Self-declaration on the bidder's letter head

Based on the information provided, the company will shortlist vendors/ companies which prima facie come up to its requirement. Preference may be assigned to bidders that utilize their own staff (and do not further outsource/ sub-contract). The criteria detailed above are indicative and BFSL reserves the right to revise them at its discretion.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

(Signature and seal of company to be put on both pages of Annexure A)

**ANNEXURE B – COVERING LETTER** (To be submitted on bidder's company letter head)

Head- Sales  
**BOB Financial Solutions Limited**  
Ground Floor,  
16<sup>th</sup> Parliament Street, Sansad Marg,  
New Delhi - 110001

Dear Sir,

**Sub: Our proposal for RFP <reference No.>**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the RFP, we hereby enclose our offer for “**RFP-Empanelment of DSA for sales of Credit cards & Personal Loans in BFSL/ Holding Bank/ Wholly Owned Subsidiaries of the Holding Bank**” as required in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter	Response – Specify wherever relevant
Name of the Bidding Company and nature of Business	
Holding company or Parent Company (if any)	
Company address	
Details of Ownership	
Name of the Parent Company (if any)	
Year of commencement of business	
Company website URL	
Names of all the Directors  (Bidder can add more records, if required)	1.
	2.
	3.

Particulars of the Authorised Signatory of the Bidder with contact details :-

- Name
- Designation
- Address
- Phone Number (Landline)
- Mobile Number
- Fax Number
- Email address

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 6 months (180 days) from the date of the offer.

We also understand that the Company is not bound to accept the offer either in part or in full and that the Company has the right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

(Name & Designation of the Authorized Signatory) \_\_\_\_\_

Signature \_\_\_\_\_

Seal of the Bidding Company

Date:



## ANNEXURE C – LETTER OF UNDERTAKING

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Head- Sales  
**BOB Financial Solutions Limited**  
Ground Floor,  
16<sup>th</sup> Parliament Street, Sansad Marg,  
New Delhi - 110001

Dear Sir,

**Sub: Our proposal for RFP <reference No.>.**

- a. Having examined the tender document including all annexure, we the undersigned offer to undertake the assignment of providing Sales services to BFSL / Holding Bank/ Wholly Owned Subsidiaries of the Bank, in full conformity with the said tender document and in accordance with our proposal. The schedule of prices/charges associated terms are and made part of this tender.
- b. If our bid is accepted, we undertake to complete the project within the scheduled time frame.
- c. We confirm that this offer is valid and open for evaluation according to their terms and conditions for period of (6) months from the last date for submission of tender document to the Company.
- d. This bid together with notification of award and your written acceptance thereof shall constitute a binding contract between us.
- e. We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
- f. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- g. We agree that BFSL is not bound to accept the lowest or any bid that it may receive.

Signature

Name & Designation of the Authorised Signatory

(Seal of the firm)

Date :