



**REQUEST FOR PROPOSAL**  
**FOR EMPANELMENT OF CORPORATE BUSINESS**  
**CORRESPONDENT**  
**FOR RURAL/SEMI-URBAN/URBAN**  
**FOR FINANCIAL INCLUSION BANKING SERVICES**  
**THROUGH KIOSKS/NON-KIOSKS MODEL**

(RFP NO. HO/FI/RFP/2022-23/01 DATED 13.05.2022)

LAST DATE & TIME FOR SUBMISSION OF RFP: 10.06.2022, 05.00 PM



***Financial Inclusion Department, Uttar Bihar Gramin Bank,  
Head Office, Sharma Complex, Kalambagh Chowk  
Muzaffarpur, Bihar, 842001***

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**1.0 Bid schedule and address:**

<b>Sr. No.</b>	<b>Description</b>	
1.	Name of the project	RFP For Empanelment of Corporate Business Correspondent for Rural/Semi-Urban/Urban locations for Financial Inclusion Banking Services through Kiosks/Non-Kiosks for Uttar Bihar Gramin Bank
2.	Tender Reference No.	HO/FI/2021-22/01
3.	Date of uploading the RFP on Bank's website	13.05.2022
4.	Last date and time for receiving Bidder's pre-Bid clarifications in writing	19.05.2022 at 03.00 pm
5.	Pre-Bid Meeting	30.05.2022 at 04.00 pm
6.	Last date and time for Submission Bids	10.06.2022 at 5.00 pm
7.	Date and Time of Bid opening	13.06.2022 at 4.00 pm
8.	Place of Bid submission, pre-bid meeting, and Opening of Bids	Uttar Bihar Gramin Bank Financial Inclusion, Head Office, Kalambagh Chowk, Muzaffarpur, Bihar,842001
9.	Name and address for communication	Chief Manager Financial Inclusion, Head office, Uttar Bihar Gramin Bank, Muzaffarpur, Bihar- 842001
10.	Bid related queries	Chief Manager Financial Inclusion Department, Email ID:cmfi@ubgb.in/smfi@ubgb.in Contact 8102913023/8102913605
11.	Bid Cost	Rs. 25,000/-+ GST(18%)
12.	EMD	Rs.10,00,000/- (Rupees Ten Lakh only)

*Note: Bids will be opened in the presence of the Bidders' representative who chooses to attend*

## **1. BACK GROUND:**

UBGB is one of the largest RRB in India in terms of customer base, staff strength and branch network. The bank has been playing vital role in the economic development of the region. The bank is on an ambitious growth trajectory with massive organizational development initiatives aimed at being at forefront for bringing about a developmental revolution in its command area.

The network of 1032 Branches (639 Rural, 349 Semi Urban and 44 Urban Branches) and 3338 BC outlets (Sunahara Sapna Kendras) is controlled by 14 regional offices at Araria, Bettiah, Chapra, Darbhanga, Gopalganj, Hajipur, Jhanjharpur, Madhubani, Motihari, Muzaffarpur, Purnia, Saharsa, Sitamarhi and Siwan. For effective functioning of BC outlets and imparting financial literacy to the rural population, 18 Financial Literacy Centers (FLCs) have been established in all 18 districts of command area.

## **2. DISCLAIMER:**

a) This RFP is not an offer by the Bank, but an invitation for responses pertaining to setting up of Kiosk/non-Kiosk Banking project as contained in this document. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal agreement is signed and executed by duly authorized officers of the Bank and the finally selected CBC/SP. It may be noted that issuance of RFP does not confer any right to be invited to participate further in the Bank's Kiosk/non-Kiosk Banking initiative and the Bank shall have unfettered rights and discretion in its decision regarding further participation in the same.

b) The CBCs/SPs, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank's website. It is also understood and agreed by the CBC/Service Provider/s that decision of the Bank regarding selection of the CBC/SP will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

c) The Bank reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals/orders/responses, without assigning any reason. Each CBC/Service Provider shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.

d) The Bank reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price or other terms and conditions.

e) Notwithstanding anything contained in the RFP Document, the Bank reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the CBC/Service Provider to whom the contract is finally awarded, without thereby incurring any liability to the affected CBC(s)/Service Provider (s) or any obligation to inform the affected CBC(s)/Service Provider (s) of the grounds for the Bank's decision.

f) The Bank reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

g) It shall be the duty and responsibility of the CBCs/Service Providers to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under RFP to the Bank.

h) Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by SP/CBC acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

### **3.OVERVIEW:**

Uttar Bihar Gramin Bank is already doing Financial Inclusion activities in Rural centers. 3110 villages in rural areas are covered through Business Correspondent model as on 31.09.2021. Uttar Bihar Gramin Bank invites technical bids for empanelment of Corporate Business Correspondents for rural/semi-urban/urban locations for financial inclusion banking services through kiosk/non-kiosk for providing Business Correspondent Services for delivery of Banking products and support for Banking and Financial Services in regard to implementation of KIOSK/Non-KIOSK Banking Project across the country.

This request for proposal document (‘RFP document’ or RFP) has been prepared solely for the purpose of enabling Uttar Bihar Gramin Bank to select Corporate Business Correspondent/Service Provider (henceforth called CBC/SP) to setup Banking Services Kiosks/Non-Kiosks for extending banking services and remittances facilities in under banked/unbanked pockets at Rural/Semi Urban/Urban or centers identified by the bank. The CBC/SP will render services on behalf of the Bank, on contract basis, through their outlets using Information and Communication Technology. The Financial Inclusion (FI) programs have a larger objective of offering a variety of financial services ranging from BSBDA with Limited Overdraft, other loan accounts, Fixed Deposit, Recurring Deposit, Remittances, Micro Pension, Micro Insurance, Mutual Funds etc. or any other products as approved by RBI/DFS/Bank.

### **4. PURPOSE:**

The purpose of Uttar Bihar Gramin Bank behind this RFP is to seek applications from eligible entities for empanelment of Corporate Business Correspondents/Service Providers for providing services under financial inclusion initiative of the Bank. RFP has been prepared solely for the purpose of empanelling Corporate Business correspondents to setup kiosk/non-kiosk for extending banking services in Urban/Semi Urban/Rural centers identified by the Bank in North Bihar.

The eligibility criteria, the evaluation process and other terms and conditions are set out in this RFP. Bank will enter into contract with the selected CBC/SP on such terms and conditions as contained in this RFP. The Selected CBC/SP will act on behalf of the Bank in respect of the specified services and will not be eligible to claim any benefit except for the fee or commission as may be agreed. The CBC/SP shall not use the trade mark, logo or any proprietary right of the Bank without its written consent.

The offer will be technical only for empanelment of Corporate BCs. Bank has its approved commercial applicable equally to all CBC/ Service provider.

## **5. INFORMATION:**

The information contained in this RFP document issued for the eligible and interested CBCs/SPs, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the CBC/SP (s) with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information that a CBC/SP may require. Each CBC/SP should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. The Bank and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The Bank may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## **6. DEFINITIONS:**

Words used in this Request for Proposal shall have the meanings assigned to them hereunder unless used in a context totally contrary:

1. “Bank” means Uttar Bihar Gramin Bank.
2. “Bid” means the offer made by the Bidder in response to this RFP.
3. “NBFC” means Non-Banking Finance Company.
4. “Bidder” means any person/entity who bids for offering services as a Corporate Business Correspondent/Service Provider for the Bank pursuant to the terms of this RFP.
5. “Eligibility Criteria” means the criteria required to be satisfied by the Bidder in order to be engaged as a Corporate Business Correspondent/Service Provider and as per guidelines of RBI and more particularly described to in this RFP.
6. “RBI” means Reserve Bank of India.
7. “Services” means the services to be provided by the Corporate Business Correspondent/Service Provider pursuant to the terms of the Service Agreement.
8. “Service Provider (SP)” means any person /entity with whom the Bank enters into agreement for providing services in the capacity of Corporate Business Correspondent for Financial inclusion using Kiosks/Non-Kiosks Banking Solution.
9. “UIDAI” means Unique Identification Authority of India.
10. “NPCI” means National Payment Corporation of India.
11. “ITeFI” means IT enabled Financial Inclusion.
12. “BSBDA” means Basic Savings Bank Deposit Account.
13. “SLA” means Service level agreement.
14. “CSP” means Customer Service Point.
15. “IPR” means Intellectual Property Rights.
16. “NFIQ” means NIST Finger-print Image Quality.
17. “NIST” means National Institute for Standards and Technology.
18. “BCA” means Business Correspondent Agent.
19. “IDRBT” means Institute for Development and Research in Banking Technology.
20. “STQC” means Standardization Testing and Quality Certification.
21. “SDK” means Software Development Kit.
22. “CBC” means Corporate Business Correspondent.

23. Vendor/Service Provider/CBC/Bidder have the same meaning in this RFP.
24. The words used as “Employees of bidder” wherever used in the RFP should be read as The Employees of bidder/BC agents appointed by bidder.
25. “AEPS” means Aadhaar Enabled Payment System
26. “Kiosk” means fixed service points with a laptop, biometric scanner, camera, printer debit card reader as per specification for micro ATM version 1.5.1.
27. “Non-kiosk” are mobile service points with a Hand-held device as per specification for micro ATM version 1.5.1. Specified by UIDAI. The basic difference between kiosk and Non-kiosk is that kiosk model is a static customer service point and Non-kiosk is a mobile customer service point.

## **7. SCOPE OF WORK/SERVICES: (As per Annexure-16)**

- a.) Bank intends to provide banking services in unbanked pockets of Rural/urban areas which are predominantly inhabited by people having no access to banking services by setting up of biometric supported Kiosks/Non-Kiosks at around 3338 BC outlets. Through this Kiosks/Non Kiosks, Bank is also focusing on providing convenient remittance facilities especially to the migrants in Rural/urban areas. The number may be increased /decreased as per requirement of the Bank in view of allotment of areas of coverage allotted to the bank or for any other unexpected reasons. The Kiosks/Non-Kiosks shall be exclusively used for banking services and not for any other purpose.

Broadly the scope of activities shall include

- (i) identification and enrollment of customers/borrowers;
- (ii) creating awareness about savings and other products;
- (iii) processing and submission of applications to banks;
- (iv) Opening accounts & collection/payment of small value deposits;
- (v) Sale of micro insurance/mutual fund products/pension products/ and other third party products;
- (vi) Receipt and delivery of small value remittances/other payment instruments;
- (vii) Providing balance enquiry/mini statement and other account information
- (viii) Passbook printing
- (ix) Aadhar seeding/mobile seeding
- (x) Any other product/service as required by the Bank
- (xi) Implement Govt./RBI directive on Financial inclusion and to achieve the target allotted to CBC by bank.
- (xii) BC (engaged by CBC) sourcing business for the Bank should not source any banking/financial product for any other Bank/Institution.

The CBC/SP will be undertaking activities within the normal course of the bank’s banking business, but conducted through banking service Kiosks/Non-Kiosks at places other than the bank premises. CBC/SP shall act prudently and shall exercise all due diligence in carrying out its duties and obligations under this Agreement.

- b. ) **No. of Kiosk / Non-Kiosk:**



It is expected that Bank will in due course appoint BCs at approx. 3338 locations. However, this number may vary as per the banks requirements and is not binding on the bank.

The maximum number of BC locations to be allocated to a CBC shall be decided by Bank, bank may at its discretion allot BC Locations anywhere in the North Bihar, may also allot lesser number of BC Locations and the empaneled CBC will be bound to accept the locations allotted by the bank.

**c.) Link Branch:**

Each of the Kiosks/Non-Kiosks will be attached to a base branch where the Business Correspondent Agent (BCA) shall submit the Account Opening Forms and documents.

**d) Location of Kiosk/Non Kiosk:**

The Kiosks/Non-Kiosks should be located at a feasible distance of 3-5Km or more from a base branch, or as decided by the bank, the premises and other infrastructure like power, water, furniture etc. should be owned/leased by the bidder till the validity of the agreement.

**e) Technology Infrastructure:**

Currently bank have FI server gateway at Mumbai. The bidder should have its own hardware for Kiosks/Non-Kiosks that shall have connectivity with FI Server Gateway located at Mumbai. The FI Server is interfaced with CBS Server of the Bank. The bidder shall be required to incorporate new standards i.e. Micro ATM standards version 1.5.1 with respect to Kiosks/Non-Kiosks as prescribed by UIDAI, IDRBT, Government of India, and Reserve Bank of India etc. for compliance of devices. The Kiosks/Non-Kiosks solution should support inter-operability.

Bidder shall extend necessary support for developing the interface between Bidder FIs gateway / Switch to CBS system of bank at its own cost, if required by Bank.

The Bidder / vendor should also take adequate care for using hardware / software that will not become end of sale within 24 months of supply and end of support / end of life during the period of contract.

**f) CBS server of the Bank:**

All branches of the Bank are under Core Banking Solution 'FINACLE'. The CBS Server of the Bank is located in Mumbai and Data Recovery Center at Hyderabad.

**g) FI/Gateway Server:**

The FI Server is located in Mumbai and is interfaced with CBS.

**h) Kiosks/Non-Kiosks Setup:**

Typically Kiosks/Non-Kiosks should have a Laptop/HHD, Biometric Scanner, Passbook printer, IRIS scanner, Face authentication, FIR enabled finger biometric scanner, EMV card scanner, Camera, Printer, Debit Card reader with PIN /Aadhaar base (as per specification for micro ATM version 1.5.1 by UIDAI).The Kiosks/Non-Kiosks shall have connectivity with FI Gateway/Server .The transactions shall be online on a real-time basis and the customers should receive immediate verification of their transactions through visuals (screen based)or other means(debit or credit slip).

The devices procured should have STQC certification. Bidder shall need to ensure availability of SDK for the device and should be able to support development to interface with FI gateway server with the SDK.

All devices/equipment so provided should be "L0/L1" UIDAI specifications compliant and compliant with UIDAI registered devices (RD) services and any violation of the RD services

guidelines and penalty so charged to the bank for such violation shall be recoverable from the selected bidder/vendor. Bank may at its discretion block transactions originating from non-Registered Devices, however the prime responsibility that all devices are registered as per UIDAI norms will be that of the selected bidder/vendor.

The finger print device specifications (Biometric Specification) are given as under:

<b>Parameter</b>	<b>Specification</b>
Minimum Platen Area	12.8mm(w)x16.5mm(h)
Resolution	Minimum 500DPI with 5% margin on the lower side
Grey Scale/ Image type	8 bit, 256 levels
Template Standards	ISO 19794-2
The Bidder must have the following facilities	a) Real time on-line BC monitoring tool with dashboard

**i) Monitoring Tool, Helpdesk and Grievance Redressal Mechanism.**

The Bidder must have the following facilities.

- a) Real time on-line BC monitoring tool with dashboard
- b) On line helpdesk facility for the BC agents.
- c) Robust grievance redressal mechanism.

**j) Manpower:**

1. Business Correspondents should have passed minimum educational qualification of 12<sup>th</sup> standard.
2. The Kiosk Operator to be of acceptable repute and to have satisfactory market standing.
3. He should have sufficient cash as working capital to meet cash requirement at Kiosk outlets and should be able to handle cash efficiently. Handling cash includes withdrawal of cash from his bank account through link branch / ATMs, etc., deposit net cash received at Kiosk Outlet obtaining proper cash insurance etc.
4. Ability to handle operations leveraging technology.
5. Due diligence carried out by the CBCs in respect of sub-agents proposed to be appointed especially in the areas of reputation and other risks involved.
6. BC should not be a defaulter to any Bank / Financial Institution. A CIBIL report for proposed BC should be generated / obtained by CBC and to be ensured that the proposed BC is not a defaulter to any Bank/ Financial Institution.
7. The proposed BC should not be affiliated to any political party. Past dealing if any of the proposed BC should be satisfactory. The BC should know the local language / dialect/vernacular language. The BCA should have knowledge of the area. The BCA should have been referred by at least two persons known to the bank or known to the branch manager of linked Branch.
8. The BC should not be a Director or officer/employee of the Bank or a relative having the same meaning under Section 6 of the Companies Act 1956/corresponding provisions of Companies Act, 2013, in the case of individuals and in the case of entities, be owned or

controlled by such person(s).

9. Wherever felt necessary suitable sworn affidavit of BC may be obtained.

10. Police verification Report must be arranged in respect of each BC found suitable.

11. The bidder shall have to deploy Banking Correspondent Agents to render uninterrupted banking services on all days during the week except Sundays and National holidays. As directed by RBI, the customer service points manned by BCAs need to provide services 4-5hours a day from a fixed location. The Kiosks/Non-Kiosks should not be managed by manpower of any franchisee. The service provider should maintain sufficient trained manpower at all major centers to ensure uninterrupted service in case of temporary absence of permanent incumbent.

12. The Bidder shall have to appoint one field supervisor over 40 BCA each to supervise, helping and follow-ups to field supervisor. Selected bidder/vendor to provide details of such supervisors/district coordinator along with each monthly invoice and the bank may at its discretion carry out random verification for the same. In case of failure to comply with above guideline the SP will be liable for penalty of 5000 per month or monthly salary of supervisor whichever is higher.

13. BC appointment process should be transparent and during appointment process if in any way the image of bank is damaged then the responsibility will be of Bidder and if necessary bank can terminate this agreement. BC screening should be done at Regional office or at Linked Branch office to safe guard of bank image. After appointment if Branch manager arise any complaint related to BC working, CBC will immediately take action against the BC and inform Branch and Head office if necessary replace that BC.

14. The Bidder shall also appoint at least one regional coordinator for each region of UBGB who will be responsible for monitoring and supervising the functioning of all the BCA and supervisors working in the region.

15. The Bidder shall also appoint at least one or two HO supervisor who will monitor functioning of all the DCs, supervisors at ROs and will work in coordination with Head Office.

#### **k) Qualification of BC Agents:**

All the BCs deployed by the TSP will have to be qualified the BC certification course as per Reserve Bank of India/IBA guidelines, details as per Annexure-5. In case of failure to comply with the guidelines and the dates specified the SP will be liable for penalty of Rs. 2000.00 per month or part thereof per BC deployed who has not qualified the certification course till the time of such qualification, irrespective of the fact when examination is held.

Further in case of any penalty or punitive action by RBI or any other statutory authority in the matter will be the responsibility of the SP and any claim by the bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 1% per month or part thereof will be payable.

Selected Bidder (SP), specifically agrees that it shall allow access to Reserve Bank of India (RBI), NABARD, UIDAI, any govt. agency or persons authorized by Bank or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary

information in possession of, or stored or processed by the SP within a reasonable time. The authorized persons shall have right to obtain copies of the records, information etc. in possession of SP. SP further agrees that in case access is not allowed to the authorized persons for the purposes of inspection which results in imposition of supervisory fees by regulatory agency upon the Bank, and the Bank is required to pay such supervisory fees to agency, claim by the bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 1% per month or part thereof will be payable. Any BC working as a Recovery Agent, to undergo certificate examination for Debt Recovery Agent conducted by IIBF.

**l) Opening of accounts:**

The BCA shall be required to open saving accounts, BSBDA's, Recurring deposit Accounts, Fixed deposit Accounts, any other accounts as desired by the Bank from time to time at the Kiosks/Non-Kiosks model. The BCA shall be required to complete documentation for opening accounts. These accounts will be opened through laptop/Tablet at Kiosks/Non-Kiosks. CBC/SP shall submit hard copies of the account opening format along with photograph and KYC doc to the link branch of the Bank to which Kiosks/Non-Kiosks will be linked.

CBC will ensure availability of consumable like printing paper etc. at CSP outlet.

**m) Remittances:**

BCA shall accept request of customers of the Bank/other banks through AEPS/NEFT/IMPS etc. for remittance to accounts in banks branches at other centers or other Banks and complete the transaction at Kiosks/Non-Kiosks

**n) Cash handling and Insurance:**

All receipt and payment transaction shall be made through the settlement account of BCA. The BCA shall be required to open settlement account with the base branch. The responsibility of cash insurance for cash in hand with the BCAs and cash in transit (between BC Point and the branch) will be the responsibility of the SP/CBC and bank will not be in any way liable for any mishap or cash loss after the cash is taken from the branch.

**o) Transactions Authentication:**

All transactions including that for SHGs requiring dual signature authentication shall be required to be authenticated through audit trail of the operator and biometric identification of the customer through Aadhar or any other means agreed to with the bank. The customer shall be provided with print receipts of the transaction done by the customer.

**p) Identity Card:**

The Business Correspondent Agent shall also be issued identity card along with photograph with unique personal identification number and the name and address printed on it by the CBC duly authenticated by the base branch. The identity card shall be required at the time of transaction/remittance.

**q) Code of Ethics –Security Breaches:**

1. The bidder shall have to ensure that the BCA, its employees, agents/sub agents are specifically prohibited from charging any fee / commission to the Customers for services rendered by them on behalf of the Bank. The BCA shall acknowledge that only Bank is permitted to collect any fee/service charges/commission from the Customers and in the event the Bank communicates its decision to the BCA to collect such fee/service charges/commission from the Customers, then the same shall be collected by the BCAs on behalf of the Bank through the IT enabled transaction at Kiosks/Non-Kiosks.

2. The products and processes shall be approved by the Bank and BCA shall not introduce any product/process without the approval of the Bank.

3. Financial services offered by the BCA shall not be tied to the sale of any product of bidder, or any other financial organization.

4. The bidder shall be responsible to have necessary Business Continuity Plan (BCP) in place to ensure uninterrupted Service in case any of the employees engaged by the bidder, leaves their services for whatsoever reason and shall be informed to bank to safeguard the bank's interest and shall indemnify the Bank against any loss incurred by the Bank due to non-functioning of the Kiosks/Non-Kiosks.

**5. Confidentiality:** Any data generated directly or indirectly, or procured by the BCA in performing their respective obligations in terms of this Agreement, including, without limitation, Customer names, addresses, transaction details and other such information (Customer Information), shall be and remain during the term of this Agreement and thereafter the property of the Bank and shall be kept confidential and the CBC/BCA shall have no rights or interest in the Customer Information and shall promptly provide all Customer Information to the Bank in the form in which such data is maintained by the BCA, if the Bank so elects, destroy the Customer Information.

The CBC/SP will not use the Customer Information and shall ensure that the BCA or its employees do not use the Customer Information for any purpose other than that of providing the Services, nor Customer Information, or any part thereof, will be disclosed, sold, assigned, leased, licensed or otherwise disposed of to third parties by the BCA, or commercially exploited by or on behalf of the BCA, their affiliates, their employees or agents. The CBC/SP will ensure that the BCA shall not possess or assert any lien or other right against or to the Customer Information. The furnishing of or access to such Customer Information by the BCA will not grant to the BCA any express or implied license to or interest in the Customer Information.

The CBC/SP hereby waives any interest, title, lien or right to any such Customer Information and shall obtain such waiver from BCA. The Customer Information shall be used and handled in accordance with its obligations under this Clause, all data privacy and protection laws and regulations as well as the Bank's data privacy requirements as set forth hereinabove. The CBC/SP shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires and gets terminated.

6. The CBC/SP shall execute a non-disclosure and integrity pact.

7. The CBC/SP shall have to ensure, that they will disclose forthwith, instances of security breaches, if any, to the bank without delay.

- The CBC/SP shall ensure that they shall not demand, collect / recover any commission / service charges or other monies from the Customers introduced by them to the Bank under this arrangement.
- The CBC/SP shall act prudently and shall exercise all due diligence in carrying out its duties and obligations under this agreement.
- The CBC/SP shall ensure that it shall treat all the borrowers/customers with dignity and respect and follow cardinal principles of the Bank/RBI, follow ethical policies.

- The CBC/SP is fully aware that public shall have the freedom to use Banking facilities by approaching the Bank directly even though facilities of Kiosks/Non-Kiosks are available in the locality. Hence the CBC/SP shall not directly or indirectly convey or create an impression among public that the Bank cannot be approached other than through Kiosks/Non-Kiosks.
- The Bank shall be within its rights to enter into similar arrangement with any other persons / organizations for CBCs/SPs.

## **8. ELIGIBLE ENTITIES:**

RFP is open to all entities which meets the eligibility criteria as given in Annexure-2 of this document. The applicant has to submit the necessary documents substantiating eligibility criteria as mentioned in this RFP document. The following eligibility criteria for participation in the RFP are proposed to ensure that the applicant is a quality player with a wide support base:

a) Bidder should bear LLP, PARTNERSHIP FIRM, NGO/MFI/COOPERATIVE SOCIETY/NBFC-ND/ registered company in India under Companies Act 1956/2013.

b) Should not be a defaulter of any Bank.

c) As per new guidelines, the non-deposit taking NBFCs (NBFCs-ND) can also participate as bidder for BCs by providing supporting documents required as proof i.e. certified copy of the certificate of incorporation and certificate of commencement of business along with CIN, DIN subject to following conditions:

d) It should be ensured that there is no co-mingling of bank funds and those of the NBFC-ND appointed as BC.

e) There will be a specific contractual arrangement between the Bank and the NBFC-ND to ensure that all possible conflicts of interest are adequately taken care of.

f) Banks will ensure that the NBFC-ND does not adopt any restrictive practice such as offering savings or remittance functions only to its own customers and forced bundling of services offered by the NBFC-ND and the Bank do not take place.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal Trade (DPIIT). Bidder for the purpose of this RFP (including the term ‘Business Correspondent’, ‘Service Provider’, ‘Applicant’, or ‘bidder’) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India” for the purpose of this RFP means:

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country or

- An entity substantially controlled through entities incorporated, established or registered in such a country or
  - An entity whose beneficial owner is situated in such a country or
  - An Indian agent of such an entity or
  - A natural person who is a citizen of such a country or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- ii. The beneficial owner for the purpose of i (d) above will be as under:
- In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.
  - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  - Where no natural person is identified under para ii. above, the beneficial owner is the relevant natural person who holds the position of senior managing official
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iii. An agent for the purpose of para i (e) above, is a person employed to do any act for another, or to represent another in dealings with third person.
- iv. The Bidder shall also submit a CERTIFICATE regarding restrictions on procurement from a bidder of a country which shares a land border with India along with its application/proposal (Annexure-29) duly signed by the Bidder and witnessed by two persons. The Certificate shall be stamped as applicable in the State where it is executed. Applications submitted without such certificate, as per the format (Annexure-29) provided in RFP, shall not be considered and would be out rightly rejected.

**9. APPLICATION MONEY:**

Application Money of Rs. 25000/-+ GST 18% (i.e. Rupees Twenty five Thousand only plus GST 18% )by way of Demand draft/Pay Order favoring Uttar Bihar Gramin Bank, Payable in Muzaffarpur, which is non-refundable, must be submitted separately along with RFP response. The Bank may at its discretion reject any bidder where the application money has not been furnished with the RFP response.

#### **10. EARNEST MONEY DEPOSIT:**

Bidder is required to pay Rs.10 lakh (Rs. Ten Lakh only) as refundable Earnest Money Deposit in the form of crossed Demand Draft from a scheduled commercial Bank in favor of ‘Uttar Bihar Gramin Bank, Tender No...HO/FI-2021-22/01...’ Payable at Muzaffarpur, at the time of submission of bid. Cheque will not be accepted. No interest shall be paid on Earnest Money Deposit.

Bids without Earnest Money deposit and tender document cost shall be rejected forthwith. In case the Application Money and Earnest Money deposit drafts are returned unpaid for any reason whatsoever the concerned bids would be out rightly rejected.

EMD amount will be returned to the unsuccessful bidders along with intimation by the bank that their bid has not been successful.

For the successful bidder the EMD amount will be converted to an interest free security deposit till the tenure of the contract and refunded only after expiry/termination of the contract within 3 months of such expiry or intimation regarding termination of contract.

Bank will follow the guidelines issued by Govt. of India for MSME units registered with NSIC under single point registration scheme. Micro and Small units exempted from payment of Tender Fee and Earnest Money Deposit as per Government Notification (para 10 of Public Procurement Policy for Micro & Small Enterprises, order 2012. However bidder has to submit the copy of valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

Start-ups (which are not MSEs) are exempted only from bid security amount.

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries/ Departments may ask bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” issued by Bank.
- The Selected Bidder, makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract;
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.



## **11. APPLICATION PREPARATION AND SUBMISSION:**

The applications containing relevant details with a covering Letter shall be submitted in a sealed envelope super scribing "**APPLICATION FOR EMPANELMENT OF CORPORATE BUSINESS CORRESPONDENT FOR RURAL/SEMI URBAN/URBANFINANCIAL INCLUSION - BANKING SERVICE THROUGH KIOSKS/NON KIOSK: RFP REFERENCE NO. HO/ FI: 2021-22: 01**

- a) The offer will be technical for empanelment of Corporate Business Correspondents.
- b) Bank has its approved commercial applicable equally to all CBC.
- c) The Technical Proposal should be complete in all respects and should contain all information as specified in the RFP.
- d) All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Bidder firm. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorized signatory for the purpose of this RFP.
- e) The RFP response shall be in the English language only. The contact name, email ID and telephone numbers (mobile & landline) of the Bidder firm shall also be indicated on the sealed cover.
- f) The two separate sealed envelopes containing the Eligibility Criteria (as per Annexure-2) including supporting documents) & Technical Proposal must be submitted in separate covers to the Bank directly as under:
  1. Eligibility Criteria as per Annexure –2 including supporting document
  2. Technical Proposal (Annexure -22 and 23) including supporting documents.

### **The below given Annexure should accompany the bid:**

1. The Covering letter specimen as given in annexure-1.
2. Application Fee and Earnest Money Deposit.
3. Company profile, performance and achievement in setting up of banking service Kiosks/Non-Kiosks.
4. Profile of Directors.
5. Articles of Association and Memorandum of Association.
6. Audited Balance Sheet and Profit and Loss Account of the bidder as well as parent/holding Company for latest three years.
7. Technical Bid format Annexure-2 duly signed by the authorized signatory.
8. Certificate from existing banker to support technical information.
9. Company Secretary/Chartered Accountant Certificate with regard to manpower employed/agents engaged by the company at Kiosks/Non-Kiosks and Net worth of the company.
10. A copy of board resolution along with the copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the application document.

11. The Application shall be typed or written in indelible ink and shall be signed by the Applicant or a person or persons duly authorized to bind the Applicant to the Contract.
12. All the enclosures/annexure shall be serially numbered with rubber stamp of the participating Applicant. The person or persons signing the Application shall initial all pages of the Application.
13. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Application.
14. The Application document/proposal shall be spirally bound.
15. Softcopy of the technical and must be submitted in a read only CD. The said CDs should be placed inside the respective technical or commercial bid cover and signed across by the bidder representative signing the bid documents.

## **12. BID EVALUATION PRECESS:**

Bids received will be evaluated on **the basis of technical** parameters.

- a) The bidder not complying with any of the eligibility conditions will not be considered for further evaluation and the bid will be rejected outright.
- b) The bidders must score a minimum of 70marks.
- c) The parameters for eligibility criteria is given in Annexure-2
- d) Score sheet for technical evaluation is given as Annexure-3

## **13. COST BORN BY BIDDER:**

All costs and expenses (whether in terms of time or material or money) incurred by the bidding entity in anyway associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the bidding entity.

## **14. NO LEGAL RELATIONSHIP:**

No binding legal relationship will exist between any of the bidders and the Bank until execution of a contractual agreement to the full satisfaction of the Bank

## **15. BIDDING ENTITY OBLIGATION:**

There shall not be any obligation on the Bank on understanding /analysis carried out by the bidder based on the content of the RFP.

## **16. ACCEPTANCE OF TERMS:**

Each Bidding entity acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, 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 it would be construed as any investigation or review carried out by a Bidding entity. The Bidding entity 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.

**17. RFP CLOSING DATE:**

RFP Response should be received by the Bank at the Financial Inclusion Cell, Head office, Uttar Bihar Gramin Bank, Kalambagh Chowk, Muzaffarpur, Bihar- 842001 before closing date as mentioned in RFP.

**18. REGISTRATION OF RFP RESPONSE:**

Registration of RFP response will be effected by the bank by making an entry in a separate register kept for the purpose upon Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. The submission should be in the format outlined in this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax/E-mail mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents will become the property of the Bank. The Bidding entity shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

**19. REQUEST FOR INFORMATION:**

Recipient of the document are required to direct all communications for any clarification related to this RFP, to the designated Bank official and must communicate the same in writing to this e-mail address smfi@ubgb.in otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication reaching the bank later than ...**19.05.2022**.....

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidding entity's response. Bidders should invariably provide details of their email **address** (es) as responses to queries will be provided to all Bidders via e-mail.

The Bank may in its sole and absolute discretion engage in discussion with any Bidding entity (or simultaneously with more than one Bidding entity) after the RFP closes to clarify any response.

**20. PRE-BID MEETING:**

The Bank plans to hold a pre-bid meeting .....at Financial Inclusion Cell, Head Office, Uttar Bihar Gramin Bank, Kalambagh chowk, Muzaffarpur, Bihar- 842001. To bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. The Bidders are expected mention all the required queries in the format provided to them before the pre-bid meeting.

Bank will allow maximum 1 **representative from** each Bidding entity to participate in the pre-bid meeting.

**21. NOTIFICATION:**

Bank will notify the Bidders in writing about the outcome of the RFP evaluation process, including whether the Bidding entity's RFP response has been accepted or **rejected**. **Bank is not obliged to provide any reasons for any such acceptance or rejection.**

**22. DISQUALIFICATION:**

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

**23. TIME FRAME:**

The following is an indicative time frame for the overall selection process. The Bank reserves the right to vary this time frame at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Bidders during the process.

RFP Issuance Date	
Last date of submitting queries	
Pre-bid meeting	
Bank response to pre-bid meeting and queries	
Last Date of submission of RFP	
Technical bid opening	

Bid results would be communicated separately to the bidders within 60 days of bid submission date.

Interested parties are expected to adhere to the timelines mentioned above. However, the Bank reserves the right to change the aforementioned timelines as per requirement and exigencies.

**The RFP document will be available on the Bank's web-site [www.ubgb.in](http://www.ubgb.in) till last date of submission.**

No hard copy of RFP document will be provided.

Bids to be valid for a period of 6 months and the bidders will have no right to claim the EMD till such time or conclusion of the RFP process whichever is earlier. In case the RFP process is not concluded within 6 months from date of closure of bid submission date, the RFP process will be considered to be scrapped and the bidders will not have any right to oppose the scrapping of the RFP process or demand any interest on the EMD or refund of application money.

Even otherwise also the bank reserves the right to cancel/scrap the RFP process without assigning any reason and the bidders will not have any right to oppose the scrapping of the RFP process or demand any interest on the EMD or refund of application money.

In the event of the RFP process being cancelled or scrapped the EMD will be returned to the bidder along with intimation of the RFP process being cancelled/scrapped.

#### **24. PERFROMAMCE LEVEL PENALTY:**

Expected levels of Performance & Penalties for default:  
 No penalty applicable for 1<sup>st</sup> calendar month of operation

##### **A) For all locations**

Minimum login 24 days in a month At least 1 financial transaction per day *	NIL
If login for 20-23 days	Rs. 750.00
If login for 15-19 days	Rs. 1500.00
If less than 15 days	Rs.1500.00 (Rs. One Thousand Five Hundred Only) or amount of Fixed commission payable, whichever is higher

\*Transactions in staff accounts, BC accounts (same CIF) and BC to BC account not to be counted as a financial transaction for computing login days and commission payable

##### **B) For uncovered SSA (Sub Service Area)**

Uncovered SSA	Grace period 45 days from work order Thereafter if BC is not appointed Rs.2000.00 per month <b>per location</b>
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##### **C) Minimum transactions expected per month**

It is expected that each BC Agent posted in the locations will make 100 transactions in a month after he/she is activated. Shortfall of more than 20% in achieving this target for continuous three months will result in the services being treated as ‘**unsatisfactory**’ and the said BC will have to be replaced by the service provider selected. If replacement is not done within 45 days of notice by the bank the said location would be considered as vacant and applicable penalty as specified elsewhere in this document would be levied by the bank.

**25. PERFORMANCE BANK GUARANTEE:**

The successful Bidder shall provide irrevocable and unconditional performance bank guarantee in the form and manner prescribed by the Bank equivalent to Rs. 5, 000.00 (Rupees Five Thousand only) per kiosk. The performance bank guarantee would have to be valid for the contract period of three years plus grace period of three months. The successful Bidder shall ensure submission of performance guarantee within 30 days of acceptance of letter of intent issued by the Bank and renewed bank guarantee at least one month before expiry thereof.

In the event of non-performance of obligation or failure to meet terms of this RFP, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/set under the RFP for any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.

If the performance guarantee is not submitted, the Bank reserves the right to cancel the Contract. The performance bank guarantee would be returned to the successful Bidder after the expiry of its original term or extended term, as the case may be or termination of the Contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.

**26. RULES OF RESPONDING TO RFP:**

a) Last date for submission of bids is .....

b) All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of 180 days after the opening of the bids. The Bidders must acquaint themselves fully with the conditions of the bids. No plea for insufficient information or time will be entertained at any time.

c) All responses and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and shall, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. Bidders are required to attach a letter from an authorized signatory of the firm authorized to bind the Bidders to the terms and conditions of the RFP, attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

d) Any bid submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

e) It is mandatory to submit the technical details in the formats given along with this RFP duly filled in, along with the offer. The Bank reserves the right not to permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

f) The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

g) All out of pocket expenses, travelling, boarding and lodging expenses for the entire Project i.e. till completion of the Project should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

h) The Bidders at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, time frame for implementation etc. as mentioned in the RFP document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the Technical Evaluation criterion in the RFP.

i) Goods and Services Taxes (GST) and its Compliance

- Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Service Provider shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- TDS (Tax Deducted on Source) is required to be deducted as per applicable under GST Law on the payment made or credited to the Service Provider of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

If Service Provider as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract

Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

j) Terms of payment indicated in the Contract that will be issued by the Bank to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances.

k) The Bidders should note that the Contract entered with the successful Bidder will be for a period of 3year subject to annual review or lesser as deemed fit and, further extendable (renewed) for the period of 2 or more years at the Bank's sole discretion.

## **27: AWARD OF CONTRACT:**

- a) An order of Merit/Merit List will be prepared and published by the Bank based on the evaluation parameters/Scoring Matrix after completion of the Evaluation Process.
- b) In case, two applicant's scores tie, both the applicants will be treated at par.

- c) The maximum number of BC locations to be allocated to a CBC shall be 3338, bank may at its discretion allot BC locations anywhere in the north Bihar, may also allot lesser number of locations and the empanelled CBC will be bound to accept the locations allotted by the bank.
- d) Bank's discretion will be final relating to number of applicants to be shortlisted/empanelled.
- e) Bank will notify successful applicants in writing. The selected applicant has to return the duplicate copy of the same to the Bank within 15 working days, duly accepted, Stamped and Signed by Authorized Signatory in token of acceptance, failing which Bank may take appropriate action including rejection of the Application and awarding the work to other applicants, as well as debarring the said applicant from participating in further RFP's/Tenders of the Bank.
- f) In case if any/some of the selected companies/entities fails to enter into the contract or furnish the BG/Security deposit within the stipulated timelines or fails to comply with the requirements/terms and conditions of this RFP it shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG as well debarment of the applicants. In such situations, the Bank reserves/shall have the absolute right to engage the other applicants and award the work/services to them in the order of merit/as per the order of merit.
- g) The successful applicant will have to submit a Non-Disclosure Agreement (strictly on the lines of format given in Annexure-7 of this RFP), Bank Guarantee for the amount and validity as desired in this RFP together with acceptance of all terms and conditions of RFP.
- h) Bank reserves the right to amend the terms and conditions of the contract, at the time of the finalization of the contract, as well as stipulate any other document(s) to be enclosed as part of the contract.

**28. IDEMNITY, INTEGRITY PACT AND NON DISCLOSURE AGREEMENT:**

- a) The Bidder shall indemnify Bank and keep indemnified against any loss arising out of deficiency in service or fraud, embezzlement of funds committed by the BCA deployed by them or the employees of the bidder or damage caused to bank by misdeeds of the employees of the bidder or any loss / damage that Bank may sustain on account of violation of patent, trademarks, logo etc. by the Bidder by executing an instrument to the effect on a Non-Judicial stamp paper.(Annexure-8)
- b) Furthermore, the bidder shall be jointly and severally liable towards the Bank for any breach, non-performance or violation of the terms of this agreement by the bidder, and its employees, shall keep the Bank, its employees and shareholders harmless and indemnified to the extent of any loss incurred by the Bank on account of omission and commission of the bidder, its employees with respect to all dealings with the customers, pursuant to this Agreement.
- c) Integrity Pact- Each Participating bidder/s shall submit Integrity Pact as per attached Annexure 6 with duly stamped for Rs. 500. Integrity pact should be submitted by all participating bidder at the time of submission of Bid documents or as per satisfaction of the Bank. The Non-submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process. Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this Pact in whose names and email IDs are as follows:



Mr. Trivikram Nath Tiwari, mail ID: trivikramnt@yahoo.co.in

- The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently
- Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

d) The Bidder must execute Non- Disclosure Agreement (NDA) as per Annexure-7.

### **29. PERIODICITY AND TERMINATION OF CONTRACT:**

- a) Kiosks/Non-Kiosks Services shall be in force for a period of three years from the date of signing the contract or terminated prior to the said three years in the manner stated herein. Bank shall on annual basis or lesser as deemed fit, review the financial and operational conditions of CBC/SP to assess their ability to continue to meet its outsourcing obligations.
- b) The Bank shall have the right to terminate this agreement, in whole or in part by giving the CBC at least 30 days' prior notice in writing without assigning any reason. It is clarified that the CBC shall not terminate this agreement for convenience and shall provide 180 days' notice prior to any termination.
- c) Notwithstanding the afore stated, the Bank shall be entitled to terminate this Agreement forthwith (a) pursuant to guidelines, rules, regulations, notifications, orders issued by the RBI/Government of India or any other statutory authority (b) upon violation by the CBC/SP of any provisions of guidelines, rules, regulations, notifications, orders issued by the RBI / Government of India from time to time.

### **30. COMPLIANCE WITH LAWS:**

- a) The CBC/SP shall ensure to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by CBC/SP as envisaged under this RFP.
- b) The selected CBC/SP will have to undertake to comply with all prevailing laws including Labor Welfare Laws and regulations in India relevant for such work undertaken.
- c) The CBC/SP shall ensure that the employees of CBC/SP shall be the employees of the CBC/SP and shall at all times remain the employees/contractors of the CBC/SP and such employees shall not be entitled to any benefits of employment available to the employees of the Bank. The CBC/SP shall ensure that its employees are duly informed of such status and shall be responsible for its employees as required under various statutory regulations and guidelines as may be applicable to them under such statutes.

### **31. GOVERNING LAW AND JURISDICTION:**

The contract shall be governed by and construed in accordance with the laws of India. All disputes or differences whatsoever arising between the parties out of or in connection with the contractor in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this

contract), shall be settled amicably between the parties. If however, the parties are not able to solve them amicably, then the parties have to seek appropriate remedy through arbitration conducted in terms of the Arbitration and Conciliation Act, 1996, by a sole arbitrator. If a consensus is not reached within both the parties regarding appointment of the sole arbitrator within 10 days of the raising of the dispute by one of the parties, both the parties shall appoint one arbitrator each and the two arbitrator so appointed will appoint third arbitrator and the dispute shall be decided by the panel of the said three arbitrators. The decision of the panel shall be binding on both the parties. The arbitration shall be conducted in **Muzaffarpur** and the language of arbitration shall be **English** subject to the provisions of arbitration contained above, the courts in **Muzaffarpur** shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement. The CBC/SP shall continue work under the contract during the arbitration proceedings/legal action unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the court/arbitrator or the umpire, as the case may be, is obtained.

### **32. TERMS AND CONDITION:**

- a) The Bidders shall adhere to the terms of this RFP and shall not deviate from the same. The Bank reserves its right not to accept such deviations to the RFP terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.
- b) Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
- c) Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
- d) Responses to this RFP by the Bidders shall not constitute an obligation on the part of the Bank to award a Contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank and the Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- e) By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with the Bank within the period of 30 days will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of the Bank.
- f) The terms and conditions as specified in the RFP and addendums, if any, thereafter will be final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may, in sole discretion of the Bank, be disqualified.
- g) Any additional or different terms and conditions proposed by the Bidders would be rejected unless expressly assented to in writing by the Bank.
- h) In the event that the Bank is forced to cancel an awarded contract (relating to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services.
- i) By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all hardware to be installed at Kiosks/Non-Kiosks in response to this RFP shall meet the proposed solution requirements of the Bank. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services,

functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.

- j)** The Bidder shall represent that the proposed Kiosks/Non-Kiosks setup and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder represents and agrees to obtain and maintain validity throughout the Project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Bidder.
- k)** All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.
- l)** The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- m)** The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.
- n)** The Bank will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- o)** The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- p)** The CBC/SP shall keep complete and accurate records of all the transactions in connection with the Services provided to the Bank. The CBC/SP shall allow the Bank, its officials / auditors and / or regulators to inspect, examine and audit the BC's operations. The BCA will co-operate with the Bank's/RBI's internal or external auditor to assure a prompt and accurate audit to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank. The BCA shall also co-operate in good faith with the Bank to correct any practices which are found to be deficient as a result of any such audit within a reasonable time.
- q)** The CBC/SP also agrees they will allow the Reserve Bank of India or persons/ authorized by it to access the service provider's records of transactions, other necessary information given to be stored or processed by the service provider and also service provider agrees for payment of supervisory fees/penalties, if any levied by RBI/UIDAI. The CBC/SP also recognizes the rights of Reserve Bank of India, UIDAI and /or/ any other regulatory authority/ governmental agency having necessary jurisdiction to cause inspection to be made of books and accounts of the CBC/SP by one or more of its employees or other persons as deemed necessary.

**33. OTHER RFP REQUIREMENT:**

- a) The Bank reserves the sole and exclusive right, at its absolute discretion, to amend, modify, delete, make revisions or effect any change in the RFP before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums, if any, as it deems necessary in its sole discretion. The Bank will inform all Bidders about changes, if any at the earliest.
- b) The Bank may revise any part of the RFP, by providing a written addendum to all the short-listed Bidders at any stage till the award of the final contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date.
- c) The Bank reserves the right to extend the dates for submission of responses to this RFP.
- d) Bidders shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. and should be received by the point of contact no later than RFP Response due date. Responses to inquiries and any other corrections and amendments will be communicated to all Bidders by electronic mail format.
- e) **Preliminary Scrutiny** –The Bank will scrutinize the bids/offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- f) **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the Project.
- g) **No Commitment to accept bid or Any Offer**– the Bank shall be under no obligation to accept those bids which are received late or incomplete without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.
- h) **Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.
- i) **Bidder presentation** – Bidders are requested to be prepared to demonstrate the proposed solution, make presentations. The Bank will communicate a date and time to all qualified Bidders any time after the last date for submission of bids. The costs of arranging these site visits (boarding and lodging) for the team of Bank personnel and consultants, will have to be borne by the Bidding entity Bidder.

- j) **Right to Alter Quantities** – The Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to delete one or more items from the list of items specified in the RFP. The Bank will inform all Bidders about changes, if any at the earliest. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices would be proportionately adjusted with such additions or deletions in quantities.
- k) If the Bank is not satisfied with the technical specifications in any offer and observes major deviations, the technical bids of such Bidders will not be short-listed. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.
- l) **Since some of the payment terms warrant monthly payouts from the Bank vis-a-vis quarterly SLA monitoring, it is to be noted that any such monthly payments will be released and penalties if any, as defined by SLAs, shall be adjusted in the payment for the last month of the quarter. Balance penalties, if any shall be levied in the payment for the subsequent months.**
- m) **The Corporate Office of Uttar Bihar Gramin Bank is floating this RFP. The successful Bidder would be entering into contract with Uttar Bihar Gramin Bank. However, the successful Bidder(s) shall install and commission the equipment, in terms of this RFP, allotted by the Bank.**
- n) The Bidder is responsible for managing the activities of its personnel. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the Contract to be issued under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc. The Bidder shall hold the Bank, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidders' employees, agents, contractors, subcontractors etc. However, the Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- o) The Bank shall inform the Bidder of all known breaches and claims of indemnification and the Bidders shall be required, at the Bidder's expense, to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by the Bank on the Bidder towards breaches, claims, etc. the Bank shall provide the Bidder with details of such demand levied by the Bank. For the purposes of this section, the indemnity may be restricted to the areas mentioned, i.e., "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." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is

expected to provide as per the RFP. Indemnity would be limited to court or arbitration awarded damages and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs pertaining thereto and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

- p) The Bidder's representative and Head office at Muzaffarpur will be the contact point for the Bank. The delivery and installation status of equipment should be reported on a weekly basis.
- q) **Technical Inspection and Performance Evaluation** - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the shortlisted Bidders. The Bidder would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation/ Benchmarks carried out by the Bidder. Any expenses (performing the benchmark, Travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidders by the Bank.
- r) The bidder needs to comply with the cyber security norms along with ISO/ISMS policies, and social media policies implemented by the bank. No freeware to be used by the vendor.
- s) Bidders should have their own employees for execution of Projects. However, Bidder will be fully responsible for the service of the service provider/s. The Bank will not make any reference to them. In case of any deficiency in service, damages will be debited to Bidder's account. While deploying employees/personnel/BC Agents for execution of this contract, bidder/vendor should ensure that the due diligence and verification of antecedents of such personals is completed and is available for the scrutiny of the Bank.
- t) The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- u) **Monitoring and audit:** Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. The DC/DR sites of the vendor will be inspected by bank officials periodically. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

- v) The Bidder / vendor should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
- w) Bidder / vendor shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit.
- x) Vendor should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports without any extra cost to bank. Bidder / vendor has to perform VAPT audit for all application/server/interfaces on half yearly basis without any cost to the Bank and comply all observation within 30 days.
- y) **Visitorial Rights:** The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI)/UIDAI shall have the right to visit any of the successful Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The successful Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.
- z) **Subcontracting:** The CBC/SP shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the CBC/SP under the contract without the prior written consent of the Bank.
- aa) The Bidders will allow bank officials or their authorized representatives to visit their offices/locations for verification and audit purposes.
- bb) Bidder should have to provide regular training to their BCs/agent for basic banking knowledge or any new product.
- cc) Periodic meeting of BCs/Agent should be called by bidder to discuss about product, bottlenecks, targets, achievements, customer feedback etc.

#### **34. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN:**

Selected SP/CSP shall develop and establish a robust framework for documenting, maintaining and testing Business Continuity and Recovery procedures. SP shall periodically test the Business Continuity and Recovery plan and if considered necessary both Bank and SP shall jointly do the same.

Selected SP agrees to prepare and produce within one month of execution of SLA document a 'Business Continuity Plan' for the purposes of ensuring continued rendering of services undertaken by the SP to the Bank SP agrees to make necessary changes to the Business Continuity Plan or Contingency Plan as per instructions/directions given by the Bank after examination of the plan submitted by the SP.

**35. SAMPLE SERVICE LEVEL AGREEMENT:**

The selected service provider will execute a service level agreement as per sample annexed. The clauses of the sample SLA will form part of this RFP.

**36. OTHERS:**

- i. The estimates given by bank may vary and are in no way binding on the bank. The bidder should make his own analysis before submitting the bid in response to this RFP.
- ii. Payment will be made by the bank as per actual within 45 days from the date of receipt of invoice.
- iii. All the payment except Fixed payment and incentive for fresh deposit canvassed shall be paid in the ratio of 80:20 between BC and TSP.
- iv. Bank may at its discretion make periodic visits to the DC/DR of the selected SP/CSP and the SP/CSP will have to make necessary arrangements for the same
- v. Bank may at its discretion get done periodical audit of activities of the SP/CSP pertaining to work order issued in terms of this RFP and the SP/CSP will have to provide full co-operation to the bank appointed auditors
- vi. Reserve Bank of India guidelines and timelines on BC certification to be complied with.
- vii. Presently FI gateway services are provided by M/s Atyati Technologies Pvt. Ltd. During the tenure of the contract bank may change the FI Gateway vendor at any time and integrations with the new vendor so appointed by the bank will have to be done at no cost to the bank. Even any changes/integration required with existing GWSP M/S Atyati, it should be done with no cost to the Bank.
- viii. As per DFS SP shall be solely liable & responsible for compliance of all applicable laws i.e. Labor Laws, minimum wages law, & guidelines issued by DFS/ GoI/ RBI time to time, in respect of its employees, agents and representatives including BC Agents and in particular Laws relating to terminal benefits such as Pension, Gratuity, Minimum wage, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.
- ix. As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act.
- x. Certificates required from Banks should have been issued after 01.03.2022



**List of Annexure**

<b>Annexure</b>	<b>Name of Annexure</b>
Annexure-1	Offer letter
Annexure-2	Eligibility Criteria
Annexure-3	Technical evaluation score sheet
Annexure-4	Proposed BC remuneration to be paid to BC
Annexure-5	BC certification RBI guidelines
Annexure-6	Integrity Pact
Annexure-7	Non-disclosure Agreement
Annexure-8	Letter of indemnity
Annexure-9	Compliance certificate
Annexure-10	Bidder profile
Annexure-11	Details of contracts and orders
Annexure-12	Performance bank guarantee
Annexure-13	Sample SLA Agreement
Annexure-14	List of regional/zonal offices
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Annexure-17	Format of certificate from banks
Annexure-18	Format of certificate from Chartered Accountant
Annexure-19	Commission payable for facilitating recovery
Annexure -20	Pre-bid query format
Annexure-21	Region wise/Zone wise & State Wise list of locations
Annexure-22	Technical proposal covering letter
Annexure-23	Technical proposal information form
Annexure-24	Letter of authorization for submission of proposal
Annexure-25	Undertaking for non-black listed/Discontinuation of services
Annexure-26	Conformity with hard copy letter
Annexure-27	Litigation Certificate
Annexure-28	Under taking Security /IT policy of the Bank
Annexure-29	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India

**Annexure-1 Offer cover letter**

Date: \_\_\_\_\_

Offer Reference No.: \_\_\_\_\_

General Manager (FI)  
Head Office  
Uttar Bihar Gramin Bank

\_\_\_\_\_

Having examined the offer documents including all Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, submit offer for Business Correspondent Rural/semi urban/Urban Financial Inclusion through Banking Service Kiosks/Non-Kiosks in conformity with the said offer documents in accordance with the Schedule of Prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to commence services as specified in this RFP and to complete proposed project as specified in the Contract.

If our offer is accepted, we will provide Performance Bank Guarantee of a Public Sector Bank for a sum of 5,000.00 (Rupees Five Thousand only) per kiosk/non Kiosk for the allocated locations. Additionally interest free security deposit of Rs. 10.00 lakh will be given for the duration of the contract.

We agree to abide by this offer till 180 days from the date of offer opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is neither bound to accept the lowest or any offer the Bank may receive, nor to give any reason for rejection.

For (Bidder name) with stamp

Signature                      Name of Signatory                      Designation of Signatory                      Date of Submission

**Annexure -2**

Sl. No.	Eligibility Criteria	Document proof to be submitted
1	<b>Consortium not allowed</b>	
2	Bidder should be a LLP, PARTNETSHIP FIRM, NGO/MFI/COOPERATIVE SOCIETY/NBFC-ND/ registered company in India under CompaniesAct1956/2013.	Relevant Registration certificate to be enclosed with the bid
3	Should not be a defaulter of any Bank	Self-Declaration certified by CA
4	Bidder should have implemented the Kiosks/Non-Kiosks Based Banking Serving Solution to Regional rural banks /Public Sector Bank in India for minimum period of three Financial Year (FY) as on 31.03.2021.	Certificate from Banks to be attached signed by GM/DGM/AGM (FI) of the bank
5	Bidder should have established minimum active 400 banking outlets under ITeFI across India for extending banking services as on 31.03.2020	Certificate from Banks to be attached signed by GM/DGM/AGM (FI) of the bank
6	Bidder should be in business for at least 3 years prior to date of application.	Declaration by bidder supported by Audited Balance Sheets.
7	Bidder should have average minimum net worth of Rs. 1.00 Crore for latest three financial years as per audited Balance Sheets.	Audited balance sheet and Certificate from CA required
8	Bidder should have average minimum annual turnover of Rs.5.00 crore for latest three financial years as per audited Balance Sheet.	Audited balance sheet and Certificate from CA required
9	Bidder should have Net profit for last three financial years as per audited Balance Sheets.	Audited balance sheet and Certificate from CA required
10	The services of bidder should not have been discontinued by any Bank on account of non-performance/ poor performance The bidder should not be blacklisted by RBI/IBA/other Banks at least preceding 3 years. Bank has sole right to terminate the agreement with immediate effect if any such case is found.	Declaration required from the bidder as per annexure-25
11	The memorandum/Byelaws/constitution of the applicant should permit to undertake the business correspondents business.	Certificate duly signed by CA/CS as per annexure-18
12	Bidder should have presence in minimum three states in India	Certificate from Banks to be attached signed by GM/DGM/AGM (FI) of the bank

**Annexure-3**

**Technical Evaluation scoring Sheet**

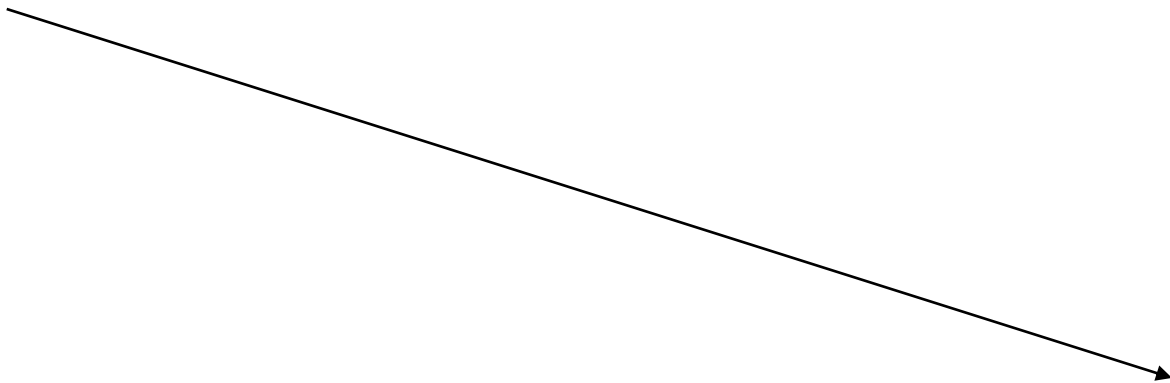
	<b>Maximum Marks</b>		<b>Marks obtained</b>												
BC outlets	10	400-800 801-1500 Above 1500	5 7 10												
No of States Covered	10	3 states 4-5states 6 & above	5 7 10												
Average Net worth for latest three Financial years as per audited balance sheets	10	avg 1Cr to <1.25 Cr avg 1.25Cr to < 1.5 Cr above Avg 1.5 Cr	5 7 10												
<table border="1"> <thead> <tr> <th>FY</th> <th>Net worth ( In Cr)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td>Average</td> <td> </td> </tr> </tbody> </table>	FY	Net worth ( In Cr)									Average				
FY	Net worth ( In Cr)														
Average															
Average turnover of latest 3 Financial Years as per audited balance sheets	10	Avg 5 Cr to < 8 Cr Avg 8 Cr to< 12 Cr Above Avg 12 Cr	5 7 10												
<table border="1"> <thead> <tr> <th>FY</th> <th>Turnover ( In Cr)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td>Average</td> <td> </td> </tr> </tbody> </table>	FY	Turnover ( In Cr)									Average				
FY	Turnover ( In Cr)														
Average															
List of services offered at BC point	10	Above 15 Above 20 Above 30	5 7 10												
Experience as CBC	10	3 Years to < 5 Years 5 years to < 7 Years More than 7 Years	5 7 10												
No. of PSB/RRB Tie up	10	Per PSB/RRB tie up above 5 Years (3 Marks per tie up) Per PSB/RRB tie up above 3 years to 5 years ( 2 marks per ties up)													

Presentation/interaction	30	<ul style="list-style-type: none"><li>• BC Management tool</li><li>• Online help desk support</li><li>• Grievance redressal mechanism.</li><li>• Site visit at fully operational Kiosks/Non-kiosks concerned bank and interaction with customers.</li><li>• All technical specs (hardware &amp; software) have to be complied with else zero marks and the bid will be considered as ineligible.</li></ul>	
TOTAL	100		

**Minimum qualifying marks: 70**

Note:

- In case any of the eligibility criteria is not complied with the bid will be considered ineligible and the bidder will not have any right to represent to the bank for consideration of the bid.
- Bidders should score minimum 70 marks out of 100 to be eligible for empanelment.
- Bank reserves the right to restrict the final number of bidders to be empaneled based on their overall merit/marks.



**Annexure-4**

**Proposed BC remuneration to be paid CBC**

Sr. N.	Services	Remuneration Payable								
1	Account Opening	Rs. 20 per account ( A+B) A) activation of account Rs.10/- B) Rupay card issuance and activation- Rs.10								
	Cash deposit (own bank) Maximum txnRs. 49000/- per day	0.25% of txn. Amt. Max Rs. 50/- per CIF per month								
3	Cash deposit (other bank—AEPS/Rupay card)	0.25% of txn. Amt. Max Rs 12/-								
4	Cash withdrawal (on us) Maximum txnRs 49000/- per day	0.25% of txn. Amt. , max Rs. 50/- per CIF per month								
5	Cash withdrawal (off us) Maximum Rs.10000/- per txn	0.25% of txn. amt. Max Rs. 12/-								
6	Fund transfer (own bank) Maximum Rs.10000/- per txn	0.25% of txn. Amt. Max Rs.10/-								
7	Fund transfer (other Bank—AEPS/Rupay card) Maximum Rs.10000/- per txn	0.40% of txn. Amt. Max Rs.10/-								
8	TDR/RD opening	The incentives are payable for canvassing/facilitating deposits to the branches. <table border="1" data-bbox="779 1144 1425 1323"> <thead> <tr> <th>Period</th> <th>Less than 6 months</th> <th>6 months to less than 12 months</th> <th>12 months and above</th> </tr> </thead> <tbody> <tr> <td>Commission</td> <td>NIL</td> <td>0.15%</td> <td>0.20%</td> </tr> </tbody> </table> Maximum Rs.20/- per funded account	Period	Less than 6 months	6 months to less than 12 months	12 months and above	Commission	NIL	0.15%	0.20%
Period	Less than 6 months	6 months to less than 12 months	12 months and above							
Commission	NIL	0.15%	0.20%							
9	IMPS / NEFT	Rs.5 per txn.								
10	Enroll for micro accidental death insurance (PMSBY)	Rs. 1/- per enrollment								
11	Enroll for micro life insurance (PMJJBY)	Rs.30/-per enrollment								
12	Enroll for social security pension scheme (APY)	Rs.50/- per enrollment								
13	Incentive for fresh deposit business canvassed during the quarter ( Incremental) : incentive is payable quarterly	Increase up to 1 Lakh: Rs. 250/- (only to BC/CSP) Increase of above 1 Lakh to 2 lakh: Rs.500/- Increase of above 2 Lakh to 5 lakh: Rs.1000/- <b>Increase of above 5 Lakh up to 10 lakh:Rs. 2000/-</b>								

	(Commission will be paid to BC and CBC in the ratio of 50:50)	<b>Increase of above Rs.10 lakh up to Rs.25 Lakh: Rs.3000/-</b>	
		<b>Increase of above Rs.25 Lakh : Rs.5000/-</b>	
14	Fixed commission  (Commission will be paid to BC and CBC in the ratio of 50:50)	Count of Unique CIF	Commission
		Below 25	0
		26 to 50	Rs. 1000/-
		51 to 100	Rs. 1500/-
		above 100	Rs. 2000/-
15	Aadhaar seeding	Rs. 5/- per successful a/c	
16	Mobile seeding	Rs. 5/- per account	
17	Passbook update/printing	Rs. 5/- per passbook printed per customer	
18	Cheque collection	Rs.5/- per cheque	
19	Mini statement	NIL	
20	BBPS	Rs.2/-per successful transaction	
21	Pension life certificate authentication through Jeevan Pramaan (Aadhaar enabled)	Rs.2/- per successful submission	
22	Request new cheque book	Rs.5/- per cheque book	
23	Stop payment of cheque	Rs.5/- per cheque book	
24	SUKANYA SAMRIDDHI SCHEME ENROLLMENT	Rs.20/- per funded account Rs 10/- per transaction max Rs. 20/- per month	
25	PPF	Rs.20/- per funded account Rs 10/- per transaction max Rs. 20/- per month	
26	Recovery collection up to bank approved limit	<b>In substandard account-</b> 1% of amount recovered. <b>Doubtful account-</b> 2% amount recovered <b>Written off account-</b> 10% of amount recovered Note- the existing account with outstanding balance of Rs. 10 Lakh and below as on 31 <sup>st</sup> march 2020 or as decided by the Bank, may be considered for allotment to BC.However for written off account, the above cap may not be stipulated.	

27	Request for SMS alert / email statement (if mobile no. / e-mail is already registered)	NIL
28	Apply for RuPay debit cards	Rs.5 /- per successful card issuance & activation
29	Block RuPay card	Rs.5/- per successful card block
30	General Insurance	25% of commission received to the Bank
31	Life Insurance	25% of commission received to the Bank
32	Health Insurance	25% of commission received to the Bank
33	Loan Sourcing	0.25% of the disbursed amount subject to maximum amount of Rs.10000/- per application, No commission will be payable for rejected loan application for whatsoever reason.
34	SHG & JLG: For formation & promotion, including credit linkage	Not exceeding Rs. 1000 per SHG/JLG formed and credit linkage with the Bank in stages

Bank may revise the above rates at any time.

#### **Annexure -5 RBI guidelines for BC certification**

**In order to upgrade the knowledge, the BCs may seek certification from IIBF as advised by RBI.**

To ensure uniformity in standards and future mobility of BCs from one bank to another without any hassles, it has been decided that the certification should be conducted by Indian Institute of Banking and Finance (IIBF) only.

1. Basic certification- It is mandatory for all BCs to acquire this certification from IIBF with following time line:
  - a) BCs, who have joining after the agreement with selected vendors will be required to complete certification by 30.09.2022.
  - b) From **01.10.2022**, Banks shall appoint BCs, who are duly certified by IIBF before commencement of operations.

Further BCs seeking to upgrade their knowledge may consider following graded level advance certification:

1. Diploma course in Banking & Finance
2. Certificate examinations in MSME Finance, AML/KYC, Customer Service and Banking codes and standards.



## **Annexure 6 INTEGRITY PACT**

Between

Uttar Bihar Gramin Bank hereinafter referred to as “The Principal”,

And

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass

on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the guidelines on banning on business dealings.

### Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the General Manager, UTTAR BIHAR GRAMIN BANK.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

(6) The Monitor will submit a written report to the General Manager, UTTAR BIHAR GRAMIN BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the General Manager, UTTAR BIHAR GRAMIN BANK., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the General Manager, UTTAR BIHAR GRAMIN BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word "Monitor" would include both singular and plural.

#### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Muzaffarpur.
  - (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
  - (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
  - (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
  - (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”
- (For & On behalf of the Principal) For & On behalf of the Principal

Bidder / Contractor  
(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Witness1:  
Name & Address

Witness1:  
Name & Address

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**Annexure-7 NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT made and entered into at Muzaffarpur on this the.....day of.....2022 between Uttar Bihar Gramin Bank, a body corporate constituted under the Regional Rural bank Act 1976, having its Head Office at Kalambagh Chowk, Muazffarpur, Bihar PIN- 842001 hereinafter called the “BANK” which term shall wherever the context so require includes its successors and assigns

AND

.....A company incorporated under the Companies Act 1956 a partnership constituted and registered under the Indian Partnership Act with its registered office at ..... and its local office at ..... Hereinafter called the “Firm” which term shall wherever the context so require includes its successors and assigns,

WITNESSETH:

WHEREAS

The Bank is engaged in the business of banking and in the course of such business activity deployed business correspondents through corporate business correspondent as a delivery channel for its customers across various locations in the Country.

The Bank has short-listed the Firm after completion of tendering process for the entire gamut of services as given under scope of work in the RFP.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

The Firm may use the information solely for and in connection with the purpose the information was conveyed.

*1. USE OF CONFIDENTIAL INFORMATION-*

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto. The firm shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

*2. EXEMPTIONS*

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality:

Is or becomes publicly known through no unauthorized act of the receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

### **3. TERM**

This agreement shall be effective from the date of the execution of this agreement. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof

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

### **4. TITLE AND PROPRIETARY RIGHTS**

Notwithstanding the disclosure of any confidential information by the Firm, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

### **5. RETURN OF CONFIDENTIAL INFORMATION:**

Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

### **6. REMEDIES:**

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

### **7. AGREEMENT TO BE CONSTRUED AS FINAL DOCUMENT:**

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

### **8. INDEMNITY:**

The party agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The party agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the party would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges,

expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise on account of such a breach committed by the party, as part of the assignment or other related jobs entrusted and done by the party. The party agrees that the amount of compensation as decided by the Bank will be final.

The party agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

**9. SEVERABILITY:**

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

**10. DISPUTE RESOLUTION MECHANISM:**

All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably between the parties. If however, the parties are not able to solve them amicably, then the parties have to seek appropriate remedy through arbitration conducted in terms of the Arbitration and Conciliation Act, 1996, by a sole arbitrator. If a consensus is not reached within both the parties regarding appointment of the sole arbitrator within 10 days of the raising of the dispute by one of the parties, both the parties shall appoint one arbitrator each and the two arbitrator so appointed will appoint third arbitrator and the dispute shall be decided by the panel of the said three arbitrators. The decision of the panel shall be binding on both the parties.

**11. JURISDICTION:**

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

**12. GOVERNING LAWS:**

The laws of India shall govern the provisions of this agreement

In witness whereof the parties hereto have set their hands through their authorized signatories.

**13 NON-DISCLOSURE INFORMATION**

The Successful Bidder shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the bidder in the performance of the work assigned to them.

Signatures    FIRM / COMPANY  
Signatory Name and Designation

Date

**Annexure 8 LETTER OF INDEMNITY**

General Manager,  
Uttar Bihar Gramin Bank

Date:

Sir,

We refer to our bid for your RFP No. Ref No. \_\_\_\_\_ dated \_\_\_\_\_ for corporate business correspondent.

We, \_\_\_\_\_ (Company) hereby undertake to indemnify Uttar Bihar Gramin Bank and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc. or such other statutory infringements in respect of services provided for rural/urban financial inclusion banking services

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Bidder's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of the Bank's right to indemnification. Notwithstanding anything to the contrary set forth herein, (i) the Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to the Bank or increase the obligations assumed by the Bank under this Agreement, without the prior written consent of the Bank. If the Bidder elects not to defend any claim, the Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Bidder, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by the Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by the Bank, the Bidder shall promptly reimburse the Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage for any reason whatsoever, Bidder shall be liable to the Bank for each such event and in respect of each Site at which such event occurs. If the Bank is in a position to recover a part of or the entire amount of loss suffered by the Bank from its insurance claims and provided that the Bidder has reimbursed the Bank of the entire loss, the amount recovered by the Bank from the insurer shall be refunded to the Bidder.

Bidder is also liable to bear any losses at any BC location that bank or customer suffers owing to security procedures or standards lapses or due to occurrence of any fraudulent transactions committed. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Yours faithfully,

(Authorized signatory and company stamp)  
Full name and Designation of authorized signatory



## **Annexure 9 COMPLIANCE CERTIFICATE**

General Manager  
Uttar Bihar Gramin Bank ,

Dear Sir,

Having examined the Request for Proposal (RFP) including all items, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the desired services for corporate business correspondent in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid. If our Bid is accepted, we undertake to complete the Project within the scheduled time lines as specified in the Purchase Order. We confirm that this offer is valid for a minimum period of 6 months from the last date for submission of RFP to the Bank. (RFP closing date). This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and that using any type of influence shall be a disqualification for participating in the bidding process. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive. In case of our winning the contract and being given a purchase order we undertake to sign the Service Level Agreement within 30 days of the date of Purchase Order.

We have not been barred/black-listed by any regulatory / statutory authority and we have the necessary powers and all statutory approvals required, permissions, licenses and certificates to be appointed as a service provider and the same are still valid and subsisting. We agree to abide by all the terms and conditions specified in the RFP. Necessary costing has accordingly been considered in our commercial offer.

**Signed Dated Seal & Signature of the Bidder**

Phone No.:

**Annexure 10**    **BIDDER'S PROFILE**

Name of the Entity ::

Constitution ::

Complete Address ::

Correspondence Address ::

Names of the Head of the Entity ::

Designation		
Email Id		
Contact Details i.e. Mobile, etc. Contact Person(s) for the RFP		
Telephone, Fax, e-mail id of Contact person		
Name of Banks with whom working as Corporate Business Correspondents		
No. of Agents Engaged	2019-20	2020-21
GST No.		
IGST No.		

LIST OF STATES CURRENTLY WORKING

Please give brief financial particulars of your firm for the latest 3 years as per audited balance Sheet along with the volume of business handled.

Year	Financial year	Financial year	Financial year
Net Worth			
Total Turnover			
Net Profit			

**Signature:**

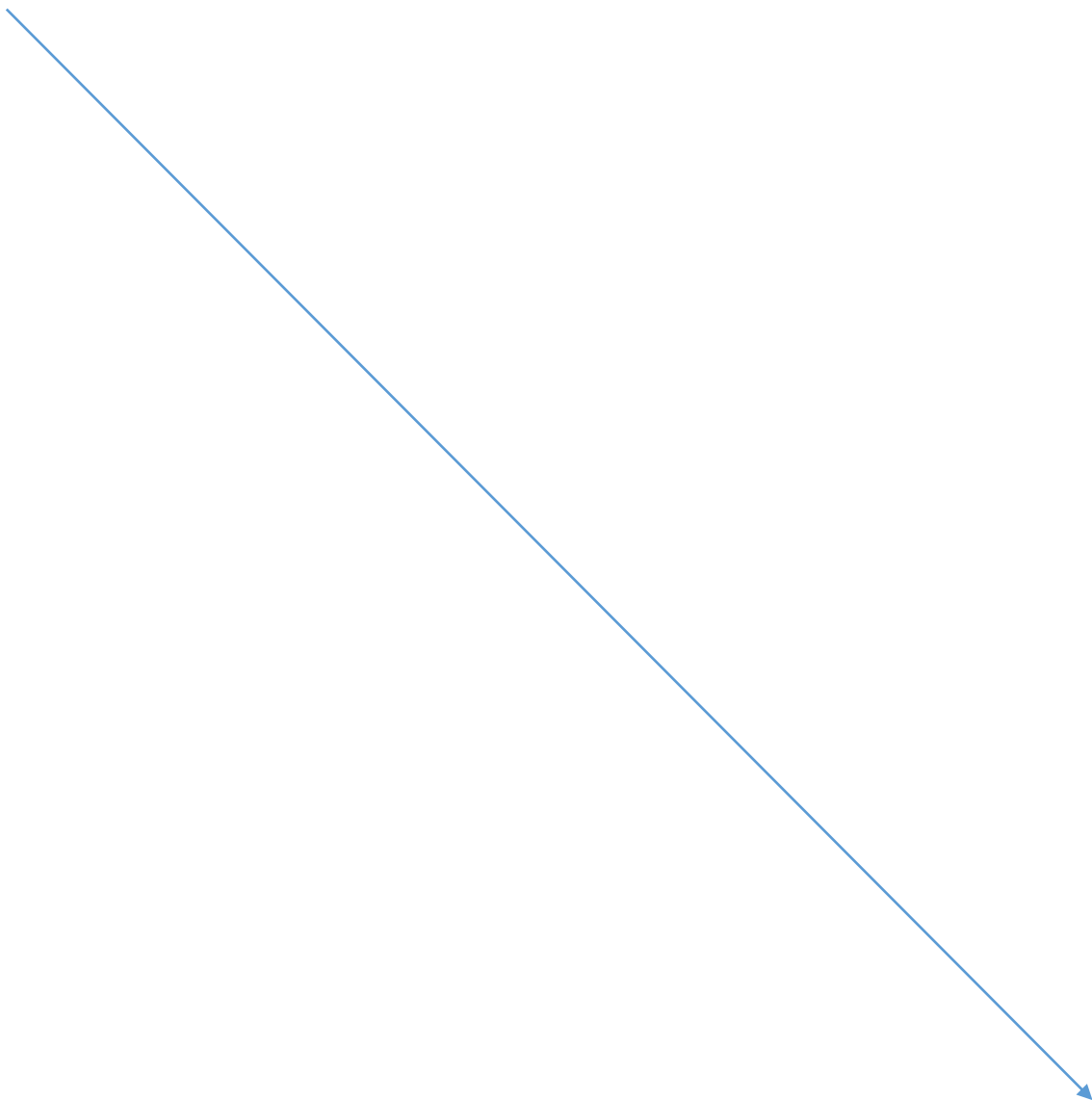
**Name:**

**Date :**

**Seal of company:**

**Annexure -11 DETAILS OF CONTRACTS AND ORDERS**

Sl. No.	Name of Bank	Contract detail	No. of points- Allotted/Active	Total



**Annexure 12**      **PERFORMANCE BANK GUARANTEE**

To,  
Uttar Bihar Gramin Bank  
Muzaffarpur  
-----.

In consideration of M/s Uttar Bihar Gramin Bank having Registered Office at Kalambagh Chowk, Muzaffarpur, Bihar, 842001. (hereinafter referred to as “Purchaser”) having agreed to purchase various service (hereinafter referred to as “SERVICE”) from M/s ----- (hereinafter referred to as “Contractor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the “as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the as per the terms and conditions of the said contract.

1) We, ----- (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to ----- any money or moneys not exceeding a total sum of Rs.5,000 per kiosk as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of contractor to perform as per the said contract, and also failure of the contractor to maintain as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether contractor has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. ----- (the date should be one year after the expiry of the Bank Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid

and we hereby expressly waive all our rights of surety-ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs.10,000 per kiosk
- ii) This Bank Guarantee shall be valid up to -----; and
- iii) **We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (mention the date which is one year after the date of expiry of PBG).**

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2021 at -----

For and on behalf of ----- Bank.

sd/- -----

## **Annexure 13 SAMPLE SLA**

### **1.0 SERVICE AGREEMENT**

This agreement made on \_\_\_\_\_ date of \_\_\_\_\_.

Between **Uttar Bihar Gramin Bank**, constituted under the RRB Act, 1976 having its Head office at Muzaffarpur, Bihar, hereinafter referred to as “The Bank”, which expression shall unless repugnant to the context or meaning thereof shall include its successors & permitted assigns of the First Part

AND

\_\_\_\_\_, incorporated under Companies Act having its registered office \_\_\_\_\_ - and principal place of business \_\_\_\_\_ - hereinafter referred to as “Corporate Business Correspondent (CBC)/Service Provider (SP)” which expression shall unless repugnant to the context or meaning thereof shall include its successor & permitted assigns of the Second Part.

WHEREAS the Bank is desirous of availing services to facilitate its business growth and the SP has offered to provide services as may be required by the Bank.

NOW THEREFORE this agreement witnessed as under:

#### **Definitions**

Words used in this Agreement shall have the meanings assigned to them hereunder unless used in a context totally contrary:

- a) “Bank” means Uttar Bihar Gramin Bank
- b) “Bid” means the offer made by the Bidder in response to this RFP.
- c) “NBFC” means Non-Banking Finance Company.
- d) “Bidder” means any person/entity who bids for offering services as a Corporate Business Correspondent/Service Provider for the Bank pursuant to the terms of this RFP.
- e) “Eligibility Criteria” means the criteria required to be satisfied by the Bidder in order to be engaged as a Corporate Business Correspondent/Service Provider and as per guidelines of RBI and more particularly described to in this RFP.
- f) “RBI” means Reserve Bank of India.
- g) “Services” means the services to be provided by the Corporate Business Correspondent/Service Provider pursuant to the terms of the Service Agreement.
- h) “Service Provider (SP)” means any person /entity with whom the Bank enters into agreement for providing services in the capacity of Corporate Business Correspondent for Financial inclusion using Kiosks/Non-Kiosks Banking Solution.
- i) “UIDAI” means Unique Identification Authority of India.
- j) “NPCI” means National Payment Corporation of India.
- k) “ITeFI” means IT enabled Financial Inclusion.
- l) “BSBDA” means Basic Savings Bank Deposit Account.
- m) “SLA” means Service level agreement.

- n) “CSP” means Customer Service Point.
- o) “IPR” means Intellectual Property Rights.
- p) “NFIQ” means NIST Finger-print Image Quality.
- q) “NIST” means National Institute for Standards and Technology.
- r) “BCA” means Business Correspondent Agent.
- s) “IDRBT” means Institute for Development and Research in Banking Technology.
- t) “STQC” means Standardization Testing and Quality Certification.
- u) “SDK” means Software Development Kit.
- v) “CBC” means Corporate Business Correspondent.
- w) Vendor/Service Provider/CBC/Bidder have the same meaning in this RFP.
- x) The words used as “Employees of bidder” wherever used in the RFP should be read as The Employees of bidder/BC agents appointed by bidder.
- y) “AEPS” means Aadhar Enabled Payment System

### **1.0 Scope of Services:**

**1.1** The SP agrees to provide the services as per **Schedule A**, as per instructions and as may be required by the Bank from time to time, in the Rural/Urban centers as specified by the Bank from time to time.

**1.2** SP shall ensure that its BC agents/employees,

**1.2.1** BCs are properly trained to handle with care, their responsibilities particularly aspects like soliciting customer, hours of calling, privacy of customer information and informing the correct terms and conditions of the products offered etc.

**1.2.2** adhere to extant instructions on Fair Practices Code for lending as also their own code for collection of dues or in the absence of such a code at the minimum adopt the IBA’s code for collection of dues and repossession of security. It is essential that they refrain from action that could damage the integrity and reputation of the Bank.

**1.2.3** Shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the borrowers’ family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.

**1.3** SP shall adhere to the performance standards in respect of services and products as detailed in Schedule ‘A’ hereunder written, which forms part & parcel of this agreement. The Bank reserves the right to change / vary / the contents of Schedule ‘A’ by advising the same to SP in writing and upon such advice, the amended Schedule ‘A’ shall become effective. The SP shall not be entitled to dispute any such amendments made to Schedule ‘A’ in any manner for any reasons whatsoever.

**1.4** Locations for providing services will be as per **Schedule B**

**1.5** The list of entities from which the SP can engage Business Correspondent Agents and the general guiding principles, roles and responsibilities of BC agent on behalf of SP are given in **Schedule C**.



- 1.6 The technological service standards for the services to be offered are in **Schedule D**.
- 1.7 The performance of the Service Provider will be reviewed, CSP wise, by Bank every month initially, and thereafter at such intervals as the bank may decide.
- 1.8 It is expected that BC agent are engaged and are activated in the area given by Bank within 45 days from enter into the contract.
- 1.9 It is expected that each BCA posted will make 100 transactions in a month after he/she is activated. It is also expected that BCAs are engaged and are activated in the areas given by the Bank within 45 days of award of contract. Shortfall of more than 20% in achieving these targets for continuous three months will result in the services being treated as 'unsatisfactory' and said BC will have to be replaced by the service provider selected. If the replacement is not done in next 15 days these location would be considered as vacant and applicable penalty as specified would be levied by the Bank.

## **2.0 Maintenance of Records by SP AND Monitoring / Inspection by the Bank.**

- 2.1 SP specifically agrees to maintain all records accounts including registers / documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents etc. Further SP shall preserve records pertaining to services covered by this agreement for such period as contained in banking company ( Period of Preservation of record rules of 1985).
- 2.2 Maintenance of Register-
  - a) Record for customer enrolled
  - b) Account opening forms sent to link branch
  - c) Account opening form pending to sent
  - d) Customer contact register
  - e) Application received and disposal register
  - f) Visitor/bank official visit register
- 2.3 SP specifically agrees that the Bank shall be entitled to inspect and audit the records maintained by SP through its officers/employees or agents / auditors as may be decided by the Bank at its sole discretion and SP hereby undertakes to promptly produce all records and information required for this purpose / for the purposes of inspection and audit. SP shall provide access, to the officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of any audit report, review reports and findings made on the SP in connection with the services performed by SP for the Bank.
- 2.4 Further, SP specifically agrees that it shall allow access to Reserve Bank of India (RBI) or persons authorized by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the SP within a reasonable time. The persons authorized by RBI shall have right to obtain copies of the records, information etc. in possession of SP. SP further agrees that in case access is not allowed to the persons authorized by RBI for the purposes of inspection which results in imposition of supervisory fees by RBI upon the Bank, and the Bank is required to pay such supervisory fees to RBI, SP shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI, NPCI, and other govt. agency.

- 2.5 SP specifically agrees that the Bank has full right to monitor and assess the performance of services by SP and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the Bank shall instruct the SP in writing and SP agrees to rectify the deficiencies or to ensure compliance of the instructions of the Bank within 30 days failing which it shall be treated as breach of contract entitling bank to terminate the contract at its discretion by written notice not less than 30 days to this effect.
- 2.6 SP agrees to prepare and produce a 'Business Continuity Plan and Disaster recovery plan' for the purposes of ensuring continued rendering of services undertaken by the SP to the Bank or latest within one month from the date of execution of the agreement failing which a penalty of Rs. 1 lakh per week or part than of will be charged for the delay submission. SP agrees to make necessary changes to the Business Continuity Plan or Contingency Plan as per instructions / directions given by the Bank after examination of the plan submitted by the SP.

### **3.0 Confidentiality**

- 3.1 SP is aware that all information disclosed to the SP by the Bank and all records, accounts, documents maintained by SP are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as SP would ensure for its own confidential & sensitive information. SP shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, agents and representatives as the case may be to ensure compliance with confidentiality obligations of SP.
- 3.2 SP agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per clause 3.1 above by SP or its employees, agents, representatives. SP further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on SP.
- 3.3 It is agreed between the parties that all the data and other information supplied to the SP during the course of engagement is proprietary information owned by the bank and the SP shall not have any claim or right or ownership over such information.
- 3.4 SP specifically agrees that the confidentiality obligations of the SP in terms of this agreement shall survive termination of this agreement
- 3.5 SP to execute Non-Disclosure Agreement (NDA) as per Annexure-7 of the RFP
- 3.6 SP to indemnify the bank and execute letter of indemnity as per Annexure-8 of the RFP

### **4.0 RELATIONSHIP BETWEEN THE PARTIES**

- 4.1 It is specifically agreed that the SP shall act as independent service provider and shall not be deemed to be the Agent of the Bank.
- 4.2 Neither SP nor its employees, agents, representatives shall hold out or represent as agents of the Bank. None of the employees, representatives or agents of SP shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

- 4.3** All TSP/CBC employed/deployed by the SP, will be the agent/employee of the SP and SP will comply with all the applicable Labour Laws, Rules and Regulations relating to P.F Act including the payment of P.F contribution Payment of Bonus Act, Minimum Wages Act, ESI, Migrant Labour Act and or such other Acts or Laws or Regulations passed by the Central & State, Municipal and Local Government agency or authority, applicable from time to time. The SP shall bind himself and shall indemnify the Bank against any claim/loss which may arise due to non-payment/non-compliance of laws by the SP.
- 4.4** No Employee- Employer relationship exists between the Bank and SP/TSP/CBC appointed by the SP.

## **5.0 Compliance with Laws by SP**

- 5.1** SP hereby agrees and declares that it shall be the sole responsibility of SP to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by SP as envisaged under this agreement.
- 5.2** SP shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this agreement.
- 5.3** SP shall be solely liable & responsible for compliance of applicable Labor Laws in respect of its employees, agents and representatives and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.
- 5.4** SP should ensure the compliance with all best security practice including compliance of regulatory RBI guidelines, subject to audit by banks.
- 5.5** SP hereby represents and warrants that it has full authority to enter into this Agreement and render the services as envisaged under this agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this agreement on behalf of the SP have full authority and power to execute this agreement and bind SP.

## **6.0 Fees, Taxes, Duties, Payments and Penalty:**

- 6.1** SP shall be paid fees and commission in the manner detailed in **Schedule 'E'** hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
- 6.2** All other taxes duties and other charges which may be levied excluding GST shall be borne by the SP and the Bank shall not be liable for the same. Bank will reimburse service tax at actual.
- 6.3** All expenses, stamp duty and other charges expenses in connection with execution of this agreement shall be borne by SP.
- 6.4** Bank shall not be responsible for making any payment to the BC agent, whose services SP may availed for the purpose of rendering services covered by agreement.

## **7.0 Infrastructure facilities and Uniform to be provided by TSP/CBC:**

- 7.1** It is desirable to provide minimum facilities, such as a table, chairs, drinking water facility and wash room facility at the CSPs.

7.2 A cash box with lock and key has to be provided to the CSP for safe keeping and transport of cash and other valuables.

7.3 Each BCA should be provided with Uniform, Cap Jacket, IDcard any similar material required for them.

### **8.0 Grievance Redressal Mechanism:**

8.1 Customers desirous of making suggestions or complaints may be facilitated with a locked box at CSP with keys held by the Base Branch Manager.

8.2 Complaints register to be maintained as per Bank's policy on grievance redressing.

### **9.0 General Indemnity, Integrity pact and Non-Disclosure Agreement**

9.1 The Bidder shall indemnify Bank and keep indemnified against any loss arising out of deficiency in service or fraud, embezzlement of funds committed by the BCA deployed by them or the employees of the bidder or damage caused to bank by misdeeds of the employees of the bidder or any loss / damage that Bank may sustain on account of violation of patent, trademarks, logo etc. by the Bidder by executing an instrument to the effect on a Non-Judicial stamp paper.(Annexure-8)

9.2 Further, SP will keep the Bank indemnified and defend the Bank from any third-party claim, suit, or proceedings alleging that the Software when used as permitted under this Agreement and in accordance with the licenses granted hereunder, infringes or misappropriates any (1) third-party patent issued or (2) any copyright or trademark (a "Claim"), and will pay all settlement amounts agreed to by the litigants or damages finally awarded by a court of competent jurisdiction. SP shall also indemnify and keep the bank indemnified, saved, defended, harmless against any third party claims for any misappropriation, fraud omits part and/or its Agents in the course of performance of the services in this Agreement. SP shall not enter into any settlement with any third party adversely affecting Bank's interests without Bank's prior written consent. The Bank will have the right to participate in any defense in any such disputes at its own expense with counsel of its choice without prejudice to its rights and claims.

9.3 SP further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on SP.

9.4 Provided further the Bank shall notify the SP of any Claims, within thirty (30) days of such Claim being made against the Bank, providing full details (together with copies of all documents if any served on the Bank). Upon such notification, SP shall have the right, at its own cost, to assume the defense of such Claim and the Bank will, at the cost of SP, defend and/or take such action as SP reasonably requires for this purpose.

9.5 However SP shall have no obligations for such indemnity if the Bank (i) use of a superseded or altered release of the Software including, but not limited to, Bank's failure to use corrections, fixes, or enhancements made available by SP; (ii) the combination, operation of the Software or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by SP if the infringement would have been avoided by not combining, operating, or using the Deliverables or the modification thereof; (iii) any change, not made by SP, to some or all of the Software

or any modification thereof or (iv) use of the Software otherwise than for the purposes authorized hereunder.

**9.6** Furthermore, the bidder shall be jointly and severally liable towards the Bank for any breach, non-performance or violation of the terms of this agreement by the bidder, and its employees, shall keep the Bank, its employees and shareholders harmless and indemnified to the extent of any loss incurred by the Bank on account of omission and commission of the bidder, its employees with respect to all dealings with the customers, pursuant to this Agreement.

**9.7** Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-6 of the RFP duly stamped at the time of submission of Bid documents or as per satisfaction of the Bank. The Non-submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground of disqualification to participating in Bid process.

**9.8** The Bidder should execute Non- Disclosure Agreement (NDA) as per Annexure 7 of the RFP.

## **10.0 Terms and Termination**

**10.1** The agreement shall be valid for a period of three years from the date of its execution.

**10.2** The Bank shall have the right to terminate this agreement, in whole or in part by giving the **CBC** at least 30 days' prior notice in writing without assigning any reason. It is clarified that the CBC shall not terminate this agreement for convenience and shall provide 180 days' notice prior to any termination.

**10.3** The Bank reserves the right to terminate the contract at any point of time if,

**10.3.1** The services are found to be unsatisfactory.

**10.3.2** All bank policies related to BC/BC policy, backup policy Patch management policy, IT security policy, etc have to be complied with.

**10.3.3** There is a consistent failure to maintain the customer satisfaction.

**10.3.4** Desired levels of output by the Service Provider are not met.

**10.3.5** There is a discrepancy found in the accounts maintained by the Service Provider, the records of the Bank and non-compliance of the terms of this SLA.

**10.3.6** The customers serviced by the Service Provider complain to the Bank that the Service Provider is inefficient.

**10.3.7** Any other reason which in the opinion of the bank is not conducive to the continuation of the services of the Service Provider.

**10.3.8** However, before terminating the contract, the Bank will give a written notice specifying the defects in services to the Service Provider and ask him to rectify the defects within a period of 15 calendar days. In case the defects are not rectified, the bank would be authorized to terminate the contract with the Service Provider immediately without giving any notice period.

**10.4** In the event of termination of the agreement, all records, information including documents etc. shall be returned by SP to the Bank as per instructions of the Bank.

**10.5** The Bank shall have a right to terminate the agreement immediately without giving notice to SP in the following eventualities :

**10.5.1** If SP applies to the Court or passes a resolution for voluntary winding up of SP or any other creditor / person files a petition for winding up or dissolution of SP.

- 10.5.2** If any Receiver/Liquidator is appointed in connection with the business of the SP or SP transfers substantial assets in favor of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of SP.
- 10.5.3** If SP is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by SP as envisaged under this agreement.
- 10.5.4** If any acts of commission or omission on the part of SP or its agents, employees or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.
- 10.5.5** If SP is owned/ controlled wholly/ partly by any other bank operating in India
- 10.5.6** If any officer/ employee/ director of SP or their relatives as defined in section 6 of the Companies Act, 2013 becomes a director/ officer or employee of the Bank.
- 10.6** In the event of the termination of the agreement by the Bank pursuant to clause 10.3 hereinabove, SP shall be liable and responsible to return all records and information in its possession.
- 10.7** The Bank will have exclusivity at the Customer Service Points of the SP for the BC/BF arrangement.

#### **11.0 Governing Laws & Jurisdiction :**

The contract shall be governed by and construed in accordance with the laws of India. All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably between the parties. If however, the parties are not able to solve them amicably, then the parties have to seek appropriate remedy through arbitration conducted in terms of the Arbitration and Conciliation Act, 1996, by a sole arbitrator. If a consensus is not reached within both the parties regarding appointment of the sole arbitrator within 10 days of the raising of the dispute by one of the parties, both the parties shall appoint one arbitrator each and the two arbitrator so appointed will appoint third arbitrator and the dispute shall be decided by the panel of the said three arbitrators. The decision of the panel shall be binding on both the parties. The arbitration shall be conducted in **Muzaffarpur** and the language of arbitration shall be **English** subject to the provisions of arbitration contained above, the courts in **Muzaffarpur** shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement. The CBC/SP shall continue work under the contract during the arbitration proceedings/legal action unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the court/arbitrator or the umpire, as the case may be, if obtained.

#### **12.0 Notices:**

Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth in **Schedule F** hereof or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or on receipt of acknowledgement due.

### **13.0 Miscellaneous:**

- 13.1** Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 13.2** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 13.3** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, However if there is any inconsistency between any stipulation mentioned in the SLA and the RFP Floated, the terms of the RFP will be binding. Further, If any clause mentioned in the RFP is not included on the SLA which should have been mentioned to make it binding, the said clause will be deemed to have been mentioned in the SLA. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.
- 13.4** Neither this agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 13.5** The SP shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 13.6** The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 13.7** 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.
- 13.8** The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.
- 13.9** If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 13.10** The SP shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

- 13.11** The SP agrees that they shall not use the logo, trademark, copy rights of other proprietary rights of the opposite party in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 13.12** SP shall act prudently in accordance with the terms of this Agreement, and shall exercise all due diligence and vigilance in carrying out its duties and obligations under this Agreement.
- 13.13** SP further agrees that they shall abide by all the policy guidelines, norms, rules, regulations, Code of ethics, etc. framed by the Bank or the Reserve Bank of India or the Government or any regulatory body from time to time.
- 13.14** SP shall not use any illegal, unlawful or forceful means in performing its obligations under this Agreement.
- 13.15** In case of bodily injury, if any, to members/ associates of SP in the course of performance under this Agreement, the Bank shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any way, whatsoever. It will be sole responsibility of SP.
- 13.16** This Agreement shall not be construed as joint venture. Each party shall be responsible for all its obligations towards its respective employees. No employee of any of the two parties shall claim to be employee of other party.
- 13.17** The SP shall have a transparent agreement with the BCAs with following clauses, terms and conditions:
- 13.17.1** Remuneration structure should be defined clearly for the services rendered by the BCA
- 13.17.2** Payments to the BCA shall be effected at regular intervals and through the account of the BCA maintained at the branch to which he/she is linked.
- 13.17.3** There should be an undertaking between both SP and BCA to maintain confidentiality as stipulated in clause no. 3 of SLA.
- 13.17.4** There should be an undertaking between both SP and BCA to maintain Integrity.
- 13.17.5** Appointment letter to be provided to BCA should have all necessary terms and condition.
- 13.17.6** Exit policy should also be declared in the agreement between SP and BCA.

#### **14.0 Force Majeure**

- 14.1** The Service Provider or the Bank shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Service Provider or the bank, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- 14.2** In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Service Provider shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 14.3** In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. However, financial constraints by way of increased cost to perform the obligations due to any reason, if the obligations can be performed otherwise, shall not be treated



as a force majeure situation. If the duration of delay continues beyond a period of 180 days, the Bank and the Service Provider shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank regarding whether the event so claimed by the bidder is a force majeure event or not shall be final and binding on the Service Provider.

## **2.0 SCHEDULE `A`**

### **Details of specific Services & Products to be rendered by BCA**

**1.0** Bank intends to provide banking services in unbanked pockets of Rural/Urban areas which are predominantly inhabited by people having no/ difficult access to banking services by setting up of biometric supported Kiosks/Non-Kiosks. Through this Kiosks/Non Kiosks, Bank is also focusing on providing convenient remittance facilities especially to the migrants in Rural/Urban areas.

**2.0** It is intended that the SP shall setup biometric based banking services Kiosks/Non-Kiosks within 45 days from the date of allotment in Rural/urban. The number may be increased/decreased as per requirement of the Bank in view of allotment of areas of coverage allotted to the bank or for any other unexpected reasons. The Kiosks/Non-Kiosks shall be exclusively used for banking services and not for any other purpose.

### **3.0 Broadly the scope of activities shall include:**

**3.1** Identification and enrollment of customers borrowers

**3.2** Creating awareness about savings and other products

**3.3** Processing and submission of applications to banks

**3.4** Collection/payment of small value deposits

**3.5** Sale of micro insurance/ mutual fund products/ pension products/ other third party products.

**3.6** Receipt and delivery of small value remittances/ other payment instruments.

**3.7** Conducting surveys for various schemes to be implemented time to time.

**3.8** Preliminary verification of documents submitted by customers.

**3.9** Follow up and recovery of overdue credit

**3.10** Or any other product implemented by the Bank on FI channel.

**4.0** The BC Agents will be undertaking activities within the normal course of the bank's banking business, but conducted through banking service Kiosks/Non-Kiosks at places other than the bank premises.

**4.1** The BC Agents shall act prudently and shall exercise all due diligence in carrying out its duties and obligations under this Agreement.

**4.2** Assumptions for expected minimum level of performance from each Kiosks/Non-Kiosks outlet are given in commercial bid form.

**4.3** BCA must not deny for service within the normal course of the bank's banking business at any point of time **to Bank customers / other Bank customers & penalty thereof.**

## **5.0 Do's and Don'ts for BC Agents to be appointed by SP**

### **5.1 Do's**

**5.1.1** Treat every customer with due respect.

**5.1.2** Maintain friendly relations with the Bank's Branch Manager.

**5.1.3** Protect one self well while traveling to and from Bank with cash.

**5.1.4** Perform Day End and Settlement as per the terms.

**5.1.5** Maintain the cash registers and transaction receipts carefully.

**5.1.6** Read the manuals carefully and clarify doubts.

**5.1.7** If there is any problem with the terminal or branch, report to Field Supervisor immediately.

**5.1.8** Keep the terminal clean, safe and well charged.

**5.1.9** The BC agent will be undertaking activities within a normal course of the bank banking business through Kiosk/ Non- Kiosk at place other than bank premises.

**5.1.10** The BC agent shall act prudently and shall exercise all due diligence in carrying out its duties and obligations under this agreement.

### **5.2 Do's For Disbursal**

**5.2.1** Complete the disbursals effectively and efficiently.

**5.2.2** Before the disbursal period starts, ensure the terminal is ready for disbursals.

**5.2.3** Take measures to protect the cash meant for disbursal.

**5.2.4** Disburse the amount to all the intended recipients. If required, take the terminal to the customer's location or keep late hours.

### **5.3 Don'ts**

**5.3.1** Do not discriminate the customers based on religion, caste, creed, political party, family feuds, social status, and personal friendship.

**5.3.2** Do not charge the customers for any transaction or providing any help.

**5.3.3** Do not exploit customers – do not solicit or extract any favor in return for services you provide in cash or kind.

**5.3.4** Do not give an impression that you are a benefactor of a customer, you are doing your duty

**5.3.5** Do not encourage informal borrowing or lending.

**5.3.6** Do not reveal transaction details of the customers to anybody else.

**5.3.7** Do not complete a cash transaction in the terminal until cash actually changes hands.

**5.3.8** Do not mix up personal money with Bank's or customers' money.

**5.3.9** Do not keep large amounts of cash for long time.

**5.3.10** Do not leave the cash or terminals in unsafe places.

**5.3.11** Do not keep customer's card or customer's copy of transactions with you.

**5.3.12** BC Agent must not deny for services within the normal course of bank banking business at any point of time.

## **6.0 Duties and Responsibilities of BC Agents on behalf of SP.**

**1.1** To conduct financial awareness programmes in the villages allotted.

**1.2** To identify the potential customers and fitment of activities.

- 1.3 To initiate the enrollment process by collection of master data, filling up of forms, preliminary processing of loan applications / account opening forms for deposits including verification of data.
- 1.4 Enrollment of customer as per the process approved by bank.
- 1.5 Arranging removal of objection raised by the link branch in account creation.
- 1.6 To submit duly filled in application forms and other support documents at the Base Branch in physical form and without any delay, as specified by the Bank for authentication of the customer data and authorizing the beneficiary for opening the account.
- 1.7 To assist in post-sanction monitoring and follow-up for recovery (only after complying with RBI instructions on recovery agents).
  
- 1.8 To promote and nurture Self Help Groups (SHGs) / Joint Liability Groups (JLGs), wherever relevant.
- 1.9 To market Bank's other products, education and advice on managing money and debt counseling.
- 1.10 Handling of customer transactions at Customer Service Point (CSP) / Point of Sale (POS).
- 1.11 Handling of Enrolment devices and Hand-held devices at CSPs (POS) locations, uploading / downloading of transactions.
- 1.12 Physical custody, care, safety and up keeping of systems / devices provided for front-end operations at Customer Service Points (Points of Sale).
- 1.13 Collection and payment of small value deposits and withdrawals.
- 1.14 Receipt and delivery of small value remittances/ other payment instruments.
- 1.15 The BCA will be linked to an identified base branch. In respect of all such transactions, the SP/his agent will be authorized to accept / deliver cash either at his place of work or at any convenient location subject to the ceilings per day / per customer as laid down.
- 1.16 Monitor the customer's loan accounts and intimate to the bank from time to time any adverse feature which we affect the advance and recovery of bank dues and also assist the bank in disposing of the asset as per instruction of the bank.
- 1.17 SP will ensure that BCAs conduct all financial transactions online only.
- 1.18 BCA will be required to handle recovery of principal / collection of interest in respect of borrowal accounts.
- 1.19 Cash Management Services including receipts / payments, movement, safety and security of cash, etc. will be arranged at their own cost, expenses and risks. The SP will indemnify the Bank of all losses / risks associated with the cash in transit, cash balances held or handled by the SP/his agents, including misconduct, negligence, fraud etc. on the part of the SP's personnel.
- 1.20 The SP will be required to obtain Fidelity Insurance Policy for their BCAs, insurance for cash retention and cash transit, with bank clause.
- 1.21 The BCAs should not hold cash more than what is reasonably required by them, which will be determined by the Bank from time to time based on the volume of transactions at each CSP.
- 1.22 The BCA should be responsible for the security of the cash held by them for customer payments and of the cash deposited by the customers in their accounts.
- 1.23 The BCA will account for all such cash received by providing a daily statement to the Bank detailing all cash payments made to customers, cash receipts from the customers and cash balances held at each of the locations at the start and the end of the day.

- 1.24 The formats and the details to be furnished, accounting system, procedure for balancing and reconciliation, etc. will be prescribed by the Bank. The BCA must meticulously adhere to the instructions of the Bank in this regard or he must be penalized.
- 1.25 BCA should be responsible for cash and accounting of transactions, receipts of transactions, details of exceptional transactions, etc.
- 1.26 The BCA will tally cash balances as per the POS terminal with the physical cash available at any point of time during the day, and also during the surprise visit/audit conducted by the Bank.
- 1.27 The BCA will take a printout, in duplicate, of the opening balance of cash, closing balance of cash and the list of all transactions every day.
- 1.28 One copy of the printout will be retained by the BCA for records and the second copy will be handed over to the Base Branch as a supporting document for the disbursements / deposits.
- 1.29 Maintenance of records as prescribed by the Bank.
- 1.30 Settlement of every CSP's account on day to day basis.
- 1.31 Where a customer wishes to close his/her account, a proper written request will be given to the BCA at the CSP, who will note the instructions in a separate register and the status of the account as 'caution account closure request pending' may be made in the handheld device. Acknowledgement of the customer will also be obtained in the register.
- 1.32 All dues between the Bank and the customer will be settled before closure of the account.

### **3.0 SCHEDULE 'B'**

The successful Bidder(s) shall install and commission the equipment, in terms of this RFP, at locations decided in consultation with the Bank.

### **4.0 SCHEDULE 'C'**

#### **ELIGIBLE ENTITIES AND GENERAL GUIDELINES**

##### **1.0 For Corporate Business Correspondent/Service Provider:**

The following eligibility criteria for participation in the Tender are proposed to ensure that the bidder is a quality player with a wide support base.

- 1.1 Bidder should be a registered company in India under Companies Act 1956/2013.
- 1.2 As per new guidelines, the non-deposit taking NBFCs (NBFCs-ND) can also participate as bidder for BCs by providing supporting documents required as proof i.e. certified copy of the certificate of incorporation and certificate of commencement of business along with CIN, DIN subject to following conditions:
  - 1.2.1 It should be ensured that there is no comingling of bank funds and those of the NBFC-ND appointed as BC.
  - 1.2.2 There should be a specific contractual arrangement between the Bank and the NBFC-ND to ensure that all possible conflicts of interest are adequately taken care of.

- 1.2.3 Banks should ensure the NBFC-ND does not adopt any restrictive practice such as offering savings or remittance functions only to its own customers and forced bundling of services offered by the NBFC-ND and the Bank does not take place.
- 1.3 Bidder should have implemented the Kiosks/Non-Kiosks Based Banking Service Solution in at least one Public Sector Banks in India or implementing ITeFI in our Bank satisfactorily for the last three Financial Year years as on 31.03.2020. This condition is not applicable for NBFCs-ND.
- 1.4 Bidder should have established a minimum 400 banking outlets under ITeFI across India for extending banking services as on 31.03.2020
- 1.5 Bidder should have average minimum net worth of Rs.1.00 crores for latest three financial years as per audited balance sheet.
- 1.6 Bidder should have average minimum turnover of Rs.5.00 crores for latest three financial years as per audited balance sheet.
- 1.7 Bidder should have Net Profit for the latest three financial years as per audited Balance sheets.
- 1.8 The services of bidder should not have been discontinued by any Bank on account of non-performance/ poor performance.
- 1.9 The bidder should not be blacklisted by RBI/IBA/other Banks for at least preceding 3 Years. Bank has sole right to terminate the agreement with immediate effect if any such case is found.
- 1.10 Bidder has the presence in minimum three States in India. States are 1. 2. 3. 4. 5.....
- 1.11 The memorandum/Bye laws/constitution of the applicant should permit to undertake the business correspondents business

## **2.0 Business Correspondent Agents:**

- 2.1 Must hold a certificate of passing exam of 12th Standard or its equivalent exam or permitted by Bank.
  - 2.2 Must conform to RBI guidelines (Annexure-5) IIBF certification for BC Agents.
  - 2.3 Should be conversant with the local dialect without any criminal background and able to handle and operate the electronic wi-fi devices.
  - 2.4 Should have knowledge about the area.
  - 2.5 Should have significant presence in the area.
  - 2.6 Should not be owned or controlled by any Director or officer / employee of the bank or a relative having the same meaning under section 6 of the Companies Act, 1956.
  - 2.7 Age of individual BC should not be below 18 year, exceeding 65 years at the time of selection. Continuation as BC, subject to annual performance review, till the age of 75 years.
- 3 The Drafted format of agreement to be entered into between the SP and the BC Agent/Bank Mitra (hereinafter referred to as "BC Agent") has to be got vetted and approved by the Bank. The SP shall have a transparent agreement with the BC Agents with at least following clauses, terms and condition

## **4 Appointment of BC Agent / Bank Mitra:**

- 4.1. Proper due diligence police verification and full KYC will be done before enrolling the individual as BC Agents.

**4.2** Criminal record of the person to be checked and police verification to be done before appointing him/her as BC Agent. Since the machine provided to BC Agent is critical piece of infrastructure, it should be used only by the authorized BC Agent through Aadhaar login. If the machine is used by some unauthorized person then SP/Bank is required to lodge a police complaint.

**4.3** The new BC Agent must have minimum required qualification and certification as per RBI guidelines

**4.4** The SP shall appoint BC Agent/Bank Mitra on the field. The SP should furnish a list of authorized agents employed by them with their bio-data containing photograph, address, age, educational background, present occupation, monthly income, details of existing banking arrangements, area of operation, and past experience related to banking & insurance. This has to be updated periodically preferably at least once in six months.

**4.5** No unsecured non-refundable deposit or any registration fee or any other kind of non-refundable money can be taken by the SP from the BC Agent.

**4.6** No sub-contracts allowed for managing BC outlet. No intermediate layer should be between SP and BC Agent.

**4.7** Remuneration structure should be defined clearly for the services rendered by the BC Agent.

**4.8** Payments to the BC Agent shall be effected at regular intervals and through the account of the BC Agent maintained at the branch to which he/she is linked.

**4.9** There should be an undertaking between both SP and BC Agent to maintain confidentiality as stipulated in Agreement.

**4.10** There should be an undertaking between both SP and BC Agent to maintain Integrity.

**4.11** There should be an undertaking between both SP and BC Agent to maintain non-disclosure.

**4.12** Appointment letter to be provided to BC Agent should have terms and conditions.

**4.13** Exit policy should also be declared in the agreement between SP and BC Agent.

**4.14** The SP should ensure Compliance with all best security practices including Compliance of regulatory (RBI) guidelines, subject to audits by Bank.

**4.15** To inform Bank about the Grievances Redressal Mechanism structure. Calls and notifications will vibrate

## **5.0 SCHEDULE 'D'**

### **1.0 TECHNOLOGY SERVICES**

**1.1** The SP should have its own hardware for Kiosks/Non-Kiosks that shall have connectivity with FI Server Gateway located at Mumbai. The FI Server is interfaced with CBS Server of the Bank. The SP shall be required to incorporate new standards i.e. Micro ATM standards version 1.5.1 with respect to Kiosks/Non-Kiosks as and when prescribed by UIDAI, IDRBT, Government of India, and Reserve Bank of India etc. for compliance of devices at no extra cost. The Kiosks/Non-Kiosks solution should support inter-operability.

**1.2** Our Bank's Data Center and Disaster Recovery (DC/DR) center is ISO 27001:2005 certified. The SP has to ensure Compliance with ISMS security standards laid as per the standard or its upgrade if any and IT team of the Bank should visit DC/DR center in every six months.

**1.3** Prescribed cyber security norms and advisories as issued by various regulatory/statutory authorities have to be complied with.

**1.4** Any change on the account of change in policy etc made by Any regulatory/statutory authorities will have to be made by the SP at no cost to the bank.

- 1.5 An undertaking to the effect that the all systems being used, hardware, software, applications etc are free from any embedded malicious/fraudulent code. Bank will at its discretion get source code audit done and the SP will have to provide full co-operation.
- 1.6 It is the responsibility of the SP to apply new patches, OS/firmware & BIOS updates or upgrades etc without any cost to the bank.
- 1.7 No free ware to be used
- 1.8 All bank policies related to backup policy. patch management policy, IT security policy, etc have to be complied with
- 1.9 VAPT to be got conducted at 6 monthly intervals and report submitted to the bank
- 1.10 Although Bank shall be free to get audit, operational, out sourcing and IS audit as required from time to time and SP to provide all details and co- operation. But IS audit will be done by a CERT-IN agency by SP itself & SP has to share the compliance certificate by every half year. SP to submit undertaking/guarantee that software/hardware etc used is licensed and legally obtained.
- 1.11 Non-Disclosure agreement to be executed along with this agreement and it shall form part and parcel of this agreement
- 1.12 The SPs intending to use their own Hardware/Software application can bid for this RFP at their own cost. The cost for this Hardware/Software will not be factored in the commercial. Our existing vendors are exempted from this criteria mentioned above paraphrase.

## **2.0 CBS Server of the Bank:**

All branches of the Bank are under Core Banking Solution 'FINACLE 7'. The CBS server of the bank located at Mumbai.

## **3.0 FI Gateway/Server**

Central Bank of India has engaged M/S Atyati System P(LTD) for Uttar Bihar Gramin Bank to provide FI server gateway. The FI Server is located in Mumbai and is interfaced with CBS. M/s Atyati Technologies Pvt. Ltd. Provide bank a server Maintenance service support”

## **4.0 Kiosks/Non-Kiosks Setup**

Typically Kiosks/Non-Kiosks should have a Laptop, Biometric Scanner, Camera, Passbook printer , IRIS scanner , FIR enable Fingerprint scanner , Face Authentication, EMV Card scanner, Printer and Debit Card reader with PIN /Aadhaar base (as per specification for micro ATM version 1.5.1 by UIDAI). The Kiosks/Non-Kiosks shall have connectivity with FI Gateway/Server. The transactions shall be online on a real time basis and the customers should receive immediate verification of their transactions through visuals (screen based) or other means (debit or credit slip).

The devices procured should have STQC certification. Bidder shall need to ensure availability of SDK for the device and should be able to support development to interface with M/s Atyati Pvt Ltd. and Finacle with the SDK.

The SP has to Participate in regular DC- Dr drill activity.

The finger print device specifications (Biometric Specification) are given as under:

<b>Parameter</b>	<b>Specification</b>
Minimum Platen Area	12.8mm(w)x16.5mm(h)
Resolution	Minimum 500DPI with 5% margin on the lower side
Grey Scale/ Image type	8 bit, 256 levels
Template Standards	ISO 19794-2
Image quality	High Quality Image ( NFIQ<=2) in dry, wet, dirt, oil dry and mehendi conditions

4.1 The SP application should be compatible with all make and model of devices, which are valid as per the specifications.

4.2 Supply and Maintenance of Devices for the use at fields by SP/BC Agents along with the required Application software capable of uploading/downloading online/offline mode.

4.3 Maintenance and Operation of an Intermediate System/ Switch capable of accepting transactions/ Customer enrollment data from various devices deployed with SP/ CSPS.

The transaction data from the CSPS would be received in Bank's centralized server via an Intermediate System/Switch maintained by SP on a daily basis as per format decided mutually between the Bank and SP.

4.4 The application and the relevant software/hardware are subject to IT audit by bank's team or by external agency any time. The SP should co-operate at the time of audit and provide necessary reports/logs with time stamp.

4.5 SP should also ensure compliance to IT audit observations raised from time to time, by the auditors.

4.6 The SP has to put validations to ensure correctness and authenticity of customers' data punched into their system/database.

4.7 The SP has to ensure de-duplication of customers' biometric data captured by the BC.

4.8 SP should ensure compliance to all statutory bodies including RBI,UIDAI,IDRBT, etc. 1.25 The SP should ensure that all the necessary patches, hot fixes, software updates are deployed at their respective application servers.

4.9 All new Govt. imposed initiatives in the field of Financial Inclusion should be implemented by the SP without any additional charge.

4.10 Ensuring connectivity between Intermediate System/ Switch and Bank's backend system for transfer

4.11 Providing all the required control Reports, MIS to the Bank from the Intermediate System/ Switch and any control centre of Device hosted wherever, by way of electronic files to be delivered to the Bank at the destination and in the format communicated by the Bank from time to time.

4.12 Providing Help Desk support, throughout working hours every day, covering Device Management and Intermediate System/ Switch.



4.13 Additionally, as part of its responsibility for the various Projects, TSP shall ensure the following:

4.14 Adherence to norms, if any, for capturing and maintenance of Biometric data base Specifically, adherence to standards laid down by RBI/UIDAI for raw images of fingerprints pertaining to image acquisition, image data field and storage, etc.

4.15 Adherence to norms for ensuring security of the Device and its communication structure.

4.16 Compliance of observations of audits got conducted by the bank to be done within a specific time frame, maximum 3 months.

4.17 Confirmation of point wise compliance of the last audit got done by the bank to be submitted SP to get its own internal audit, IS audit and VAPT done at periodic intervals and submit reports to the bank .

## 6.0 SCHEDULE `E`

### FEE PAYABLE TO SERVICE PROVIDER

#### 1.0 Charges to be paid to the Service Provider

For the activities mentioned in Column below, Service Provider will be paid remuneration at the rates finalized by the bank and given as per Annexure-4.

Sr. No.	Activity	Remuneration
<b>Customer mobilization (for BC activities)</b>		
1.	Savings Bank Account opening	
2.	Recurring Deposit account opening	
3.	Fixed Deposit	
4.	<b>Fixed Fee:</b> Bank will pay for doing monthly transactions : 1. Below 25 2. Up to 50 3. From 51 to 100 4. Above 100	1.
5.	Cash handling Fee (Deposit/Withdrawal)	

6.	3 <sup>rd</sup> Party financial products like Insurance (Life and Non-Life), Pension etc. (subject to regulatory approvals and the product not being sold by the bank)	
7.	Overdraft/Retail Loans (As and when required by Bank)	
	<b>Non-cash transactions</b>	
8.	Remittance/Fund transfer*	
9.	Balance Enquiry	

- 1.1** All charges/fees except fixed payment and incentives for fresh deposit canvassed will be paid in the ratio of 80:20 to the BCA and CBC/SP. The amount payable to BCA will be paid through Escrow account of CBC/SP directly through Bank.
- 1.2** List of services and Products offered by the Bank may be added from time to time with mutual consent and as per RBI/Govt. directives.
- 1.3 Cap on Business/Commission:** Reserve Bank has expressly prohibited sourcing of Bulk deposits, NRE/NRO FCNRB deposits, and deposits from Public Sector Companies/Government Departments by this channel.
- 2.0 If BCA works in the capacity of Business Facilitator,** the commission payable to BF will also be paid to the BCA directly by Bank.
- 3.0** The remuneration will be payable for BC points completing at least 1 successful financial transactions per day and minimum log in for 24 days.

## **7.0 SCHEDULE 'F'**

Address for communication to be stated under Schedule 'F'

1. The General Manager  
Uttar Bihar Gramin Bank  
Sharma Complex, Kalambagh Chowk,  
Muzaffarpur,  
Bihar. 842001  
Mumbai – 400021

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first hereinabove written.

For Uttar Bihar Gramin Bank  
(Bank)

For M/s \_\_\_\_\_  
(Service Provider)

1. Witness

2. Witness

**Annexure- 14 list of Regional offices**

<b>S.No</b>	<b>Regional Offices</b>
<b>1</b>	<b>Araria</b>
<b>2</b>	<b>Bettiah</b>
<b>3</b>	<b>Chapra</b>
<b>4</b>	<b>Darbhanga</b>
<b>5</b>	<b>Gopalganj</b>
<b>6</b>	<b>Hajipur</b>
<b>7</b>	<b>Madhubani</b>
<b>8</b>	<b>Jhanjharpur</b>
<b>9</b>	<b>Saharsa</b>
<b>10</b>	<b>Motihari</b>
<b>11</b>	<b>Muzaffarpur</b>
<b>12</b>	<b>Purnea</b>
<b>13</b>	<b>Sitamarhi</b>
<b>14</b>	<b>Siwan</b>

**Annexure -15 Technical Specification document**

Bidders should offer their best and latest model Tab/HHD/Laptop, which will meet Bank's requirement and comply with RBI/ NPCI /STQC/ UIDAI guidelines also.

**A. Technical Specification of Desktop with Intel/AMD Processor with Monitor**

S.No.	Component	Minimum Requirement	Remarks	Deviations, if any
1.	Make	Must be specified		
2.	Model	Must be specified		
3.	Processor	Intel®Core™i3-Processors or Higher/AMD Ryzen 43200G or higher		
4.	System Memory	4 GB DDR4 or higher		
5.	HDD	500 GB or higher		
6.	Monitor	18.5 or higher “TFT		
7.	Keyboard	Standard Keyboard		
8.	Mouse	2 button Optical scroll mouse with mouse pad		
9.	Ethernet Port	Embedded Auto Sensing gigabit LAN		
10.	Operating System	Microsoft Windows 10 with genuine license copy		

**B. Technical Specification of TAB**

S.No.	Component	Minimum Requirement	Remarks	Deviations, if any
1.	Make	Must be specified		
2.	Model	Must be specified		
3.	Processor	1.2 GHz quad-core or higher		
4.	System Memory	1 GB or higher		
5.	Storage	8 GB or higher		
6.	Display	8.00-inch (1024x768) or higher		
7.	Battery capacity (mAh)	4200 or higher		

**C. Technical Specification of Laptop with Intel/AMD Processor**

S.No.	Component	Minimum Requirement	Remarks	Deviations, if any
1.	Make	Must be specified		
2.	Model	Must be specified		
3.	Processor	Intel®Core™i3-Processors 10 <sup>th</sup> generation or Higher/AMD Ryzen 43200G or higher		
4.	System Memory	4 GB DDR4 or higher		
5.	HDD	500 GB or higher		
6.	Display	15.6-inch or higher		
7.	Operating System	Microsoft Windows 10 with genuine license copy		

**D. Technical Specification of Passbook Printer**

S.No.	Component	Minimum Requirement	Remarks	Deviations, if any
1.	Make	Must be specified		
2.	Model	Must be specified		
3.	Print Head	24 pins		
4.	Print Width	238 mm at cpi		
5.	Print matrix	24x12 draft, 24x36 LQ		
6.	Resolution	240* 360 dpi		
7.	Character pitch	10,12,15,16.6,17.1 cpi		
8.	Line pitch	6,8,Ipi, incremental		
9.	Print Method	Horizontal/Vertical		
10.	Paper Handling	Automatic, Front feed for handling average size passbook with automatic document alignment		
11.	Standard Interface	USB and serial or parallel		
12.	Compatibility	All Windows OS/ Server Versions		

	Features		Remarks
	<p><b>Card Reader -PINPAD</b></p> <p><b>Specification</b>  <b>Model no :</b> Must be specified  <b>Operating System :</b> Windows , Android &amp; ios  <b>Processor :</b> 32 -bit ARM CPU  <b>Program Memory :</b>128 KB  <b>Expandable Memory :</b> 4 MB</p>		
	<p><b>SCANNER –FINGER PRINT</b>                      FINGER PRINT: Cogent 3M CSD 200, Evolute precession, Evolute Impress, Mantra MFS 100, Tatvik, Morpho E2, Morpho E3.</p> <p><b>Specification</b>  <b>Model no :</b> Must be specified  <b>Scanning Area:</b> FAP20  <b>Screen size :</b> 3.2 inch  <b>Type of device :</b>Scanner</p>		
	<p><b>SCANNER -FACE</b>                      Minimum Specification for the AUA application to support this feature:                      a. Android (non-rooted) version at least version 7 or later.                      b. Devices should have an integrated camera with minimum resolution support of 400x400.</p>		

	<p>2. Please refer to Registered Devices specification document for additional context - <a href="https://uidai.gov.in/images/resource/Aadhaar_Registered_Devices_2_0_4.pdf">https://uidai.gov.in/images/resource/Aadhaar_Registered_Devices_2_0_4.pdf</a></p> <p>3. The communication between AUA android application and FaceRD App (android) is through Intents:</p> <p>a. All request's data is intended to be sent against the "request" key as a string.</p> <p>b. All responses from FaceRD App will be sent back against the "response" key in intent.</p>		
	<p><b>SCANNER –</b>  <b>IRIS</b>(<a href="http://www.stqc.gov.in/sites/upload_files/stqc/files/BDCS-03-08.pdf">http://www.stqc.gov.in/sites/upload_files/stqc/files/BDCS-03-08.pdf</a>)                  Iris Diameter ( in pixel) &gt;210                  Spatial Resolution Pixel Resolution &gt;60% @4.0Lp/mm &gt; 16 Pixels/ mm                  # of simultaneous captured eyes: 2                  View finder : External or Internal                  Capture distance :&gt;20 mm                  Capture volume (width/height/depth) :&gt;20x15x12mm                  Exposure time :&lt; 33ms                  Imaging wavelength: 700-900 nm                  Spectral Spread : Power in any 10nm band &gt;35% of total power                  Scan type: Progressive                  Image margins: Left &amp;right : 0.50x iris diameter , Top &amp;bottom: 0.25x iris diameter                  Pixel depth: &gt; 8 bits/pixel                  Image evaluation frame rate: &gt; 5 frames/sec, continuous image capture                  Capture mode: Auto capture with built-in quality check( incorporate NIST quality considerations)                  Sensor signal to noise ratio: &gt; 36 DB                  Connectivity : USB2, USB IF certified                  Operating temperature : 0 -49 C                  Humidity : 10-90 % non-condensing                  Durability / Shock :IP54                  Safety Standard: Exempt Group per IEC 62471:2006-07                  Standards: FCC Class A, RoHS  <b>Currently we are testing with Mantra IRIS device</b></p>		
	<p><b>Customer Interface</b></p>		

**Annexure-16 List of Services offered at BC Points to be certified by Banks**

Sr.no	Service offered	Y/N
1.	Account opening.	
2.	Cash Deposit ( own bank)	
3.	Cash Deposit ( other bank- AEPS/Rupay Card)	
4.	Cash Withdrawal ( On Us)	
5.	Cash Withdrawal ( Off Us)	
6.	Fund Transfer ( Own bank)	
7.	Fund Transfer (other bank- AEPS/Rupay Card)	
8.	Balance Enquiry (own bank)	
9.	Balance Enquiry ( other bank- AEPS/Rupay card)	
10.	Mini Statement	
11.	TDR/RD opening	
12.	Enrolment under PMSBY scheme	
13.	Enrolment under PMJJBY scheme	
14.	Enrolment under APY scheme	
15.	Cheque collection	
16.	Aadhar seeding	
17.	Mobile seeding	
18.	IMPS	
19.	NEFT	
20.	Request for New cheque book	
21.	Stop payment of cheque	
22.	Cheque status enquiry	
23.	Renew TD	
24.	Block debit card	
25.	Launch complaints	
26.	Track Complaints	
27.	Request for SMS alert/email statement( if mobile no./email already registered	
28.	Pension life certificate authentication through Jeevan Praman ( Aadhar enabled)	
29.	Recovery/ collection up to bank approved limits	
30.	Apply for Rupay debit Card	
31.	Passbook Update	
32.	Loan request initiation Personal Loan	
33.	Loan request initiation Home Loan	
34.	Loan request initiation Vehicle Loan	
35.	Current account opening	
36.	Request initiation for Credit card	
37.	Request initiation for Life Insurance	
38.	Request initiation for Mutual fund	
39.	Request initiation for Health insurance	
40.	Request initiation for Motor insurance	

Bank may at its discretion add/delete any service/functionality to be provided at BC outlets.



**Annexure-17**

**Format of certificate from public sector banks signed by GM/DGM/AGM– FI**

The General Manager  
Uttar Bihar Gramin Bank  
FI Department, Head Office  
Sharma Complex, Muzaffarpur,  
Bihar- 842001

Reg: **FINANCIAL INCLUSION SERVICES PROVIDED BY \_\_\_\_\_ "VENDOR NAME" \_\_\_\_\_**

Dear Sir,

1. M/S ----- have been working with our Bank as TSP/CBC (Corporate Business Correspondent) since ----- (Date). They have been allotted ----- number of CSP (Customer Service Points) for coverage through Business Correspondents, out of which ----- - number of BCs were found active during the last FY (01.09.2020 to 30.09.2021).
2. The BCs deployed by the company have canvassed Rs. ---- crore Deposit in accounts as on 30.09.2021 opened through BCs.
3. The average monthly transactions during the period (01.09.2020 to 30.09.2021) made by the CSPs deployed by the company is.....
4. The various services provided at BC points are \_\_\_\_ in number and include (Account opening, Cash withdrawal, cash deposit, APY, PMJJBY, PMSBY, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (all services provided to be given here)
5. The services provided by M/s \_\_\_\_\_ are found to be satisfactory and there are no major issues.
6. Number of states covered by CBC (Corporate Business Correspondent).Specify Names of the all the states.

This certificate is issued at the request of M/s \_\_\_\_\_ solely for the purpose for submitting response to RFP along with other documents for the tender dated.....for empanelment of CBCs floated by Uttar Bihar Gramin Bank.

Signature

(\_\_\_\_Name\_\_\_\_)  
General Manager  
Mail id  
Mobile No

**Annexure-18**      **Format of Certificate required from Chartered Accountant**

The General Manager  
Uttar Bihar Gramin Bank  
FI Department, Head Office  
Sharma Complex, Muzaffarpur,  
Bihar- 842001

Dear Sir,

In respect of M/S -----, we certify as under:

- 1) The company is engaged in FI business for the last 3 (Three) FY years, since \_\_\_\_\_
- 2) The company has earned Net profit for the latest three financial year as per audited balance sheet amounting to Rs. \_\_\_\_\_, Rs \_\_\_\_\_ and Rs \_\_\_\_\_ for FY 1. 2. 3. respectively.
- 3) Average Net worth of the company for latest three financial year as per audited balance sheet are more than Rs. 1.00 crore and are Rs. \_\_\_\_\_, Rs. \_\_\_\_\_ and Rs. \_\_\_\_\_ for the FY year 1. 2. 3. respectively.
- 4) The average turnover of the company is above Rs. 5.00 crore for latest three Financial Year is Rs \_\_\_\_\_, Rs \_\_\_\_\_ and Rs \_\_\_\_\_ for FY 1. 2. 3. respectively.
- 5) The activity required for undertaking Business Correspondent business has been incorporated in the memorandum & Article of Association of the company.

-----  
M/S -----  
Chartered Accountant

**Annexure-19 Commission Payable for facilitating Recovery**

In sub-standard accounts	1% of amount recovered
In Doubtful accounts	<b>2% of amount recovered.</b>
In loss & written off accounts	10% of amount recovered.
No commission for up gradation of NPA accounts	

**Annexure-20**

**Pre –Bid Query Format**

<u>Sr. No</u>	<u>Page No of RFP</u>	<u>Clause no</u>	<u>RFP clause</u>	<u>Bidder Query</u>

**Annexure-21 – Certificate for tenders (under Public Procurement order no 1)**

“I have read the clause regarding restrictions on procurement from the bidder of the country which shares a land border with India; I certify that this bidder is not from such country or, if from such country, has been registered with the Competent Authority hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached] “

Yours faithfully

(Authorized signatory and Company Stamp)  
Full name and designation of the authorized signatory

**Annexure-22**

**Technical Proposal Covering letter**

(To be submitted on the Letter head of the applicant in a separate closed cover)

**To,**

The General Manager  
Uttar Bihar Gramin Bank  
FI Department, Head Office  
Sharma Complex, Muzaffarpur,  
Bihar- 842001

**Dear Sir,**

‘Ref: Request for Proposal (RFP) Tender Ref RFP no.

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP, Tender Ref No- CO: ARD: FI: 2021-22: for empanelment of Corporate BC/Service Provider, in full conformity with the said RFP document including subsequent clarifications / addendums.

2. We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Proposal, which includes this Technical Proposal in sealed envelope.

3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

4. We agree to abide by this RFP including subsequent clarifications, consisting of this letter, the detailed response to the RFP – Technical proposal and all attachments, for a period of 180 days from the closing date fixed for submission of proposal as stipulated in the RFP document.

5. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

6. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government / PSU / PSE during last three years and services has not been discontinued by any Bank due to non-performance/poor performance.

7. We hereby declare that our company’s loan account / accounts are not classified as NPA in any Bank as on date.

8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government / PSU / Banks/RBI/IBA/PSE.

9. We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

10. We understand that Uttar Bihar Gramin Bank is not bound to short-list / accept any proposal received in response to this RFP. Bank reserve the right to change/modified/add/delete/ any condition under this RFP at any time.

11. In case we are empanelled by the Uttar Bihar Gramin Bank as a Corporate BC / Service Provider for implementing Financial Inclusion, we shall provide any assistance/ cooperation required by Uttar Bihar Gramin Bank for performing their auditing and inspection functions. We understand that our noncooperation for the same shall be grounds for Penalty or termination of service.

12. We undertake that our BC Agents will be providing any additional services as required by Bank/DFS/RBI, etc. from time to time in relation to services related to Financial Inclusion and any non-compliance to same may be treated as our unsatisfactory performance and penalty may be impose as decided by bank or termination of service.

13. In case we are empanelled as Corporate BC/Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by Uttar Bihar Gramin Bank.

14. We undertake to comply all the PF, ESIC, Minimum Wages Act, Labor Act and any other statutory requirement as Applicable which are related to engaging BC Agents. We undertake to provide the BC Agents who are duly trained and certified by IIBF or similar approved agency as decided by RBI from time to time.

15. We also undertake that:-

- a) Our company has been in existence in India for a period of at least 3 years as of 31.03.2021.
- b) Our company is incorporated or registered in India under the Indian Companies Act, 1956 (Including Section-25 of the Act), the Partnership Act 1932 , Societies Registration Act 1860 , The Indian Trusts act 1882 / it's equivalent in the respective states OR Proprietorship entities having a PAN number.
- c) This Tender/Contract cannot be sublet / transferred.
- d) All personnel provided by our company will be on Contractual agreement with us and there will be no Employee and Employer relationship between the personnel engaged by the BC Agent and the Bank.
- e) We shall ensure the availability of a reliever in case of need and a substitute is provided if a person is absent / on leave.
- f) We shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.
- g) We shall keep confidential any information obtained under the contract and shall not divulge the same to any other person without consent in writing by Uttar Bihar Gramin Bank. In case of noncompliance of the confidential agreement, the contract is liable to be cancelled by Uttar Bihar Gramin Bank. Further, Uttar Bihar Gramin Bank shall have right to regulate Bidder Staff.

- h) Any other services which might not have been specifically mentioned in this contract but are necessary for the performance or completeness of the contract as per guidelines of Bank/RBI/DFS/SLBC from time to time shall be provided/rendered by our company.
- i) We will support for Audit conducted by internal / external auditors of Bank/RBI/DFS/SLBC.
- j) We will submit undertaking that they will ensure that activation of BC Agents are more than 95% at all times and shortfall without any genuine reason unacceptable may be treated as unsatisfactory performance..

<b>Sr. No</b>	<b>Information</b>	<b>Detail</b>
1.	Name of Contact Person	
2.	Address of Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFP	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Applicant's Name with seal]

**Annexure-23**

**Technical proposal Information Form**

Sr. No	Information required	Information to be provided by the entity																							
1	<b>Name of the Agency</b>																								
2.	Legal Status of Bidder :  a. Whether Government/ Semi-Government/ PSU/ Private /LLP, Partnership Firm, NGO, MFI, Cooperative society/NBFC-ND, Registered company in India under companies act 1956/2013 etc. b. PAN number of the Organization c. GST Registration number of the Organization																								
3.	Date of incorporation of the bidder																								
4.	Brief Write-up on the Organization's activities and Business Areas in case of Private/ Commercial Organization/ PSU/ Govt. Company/ Autonomous Body																								
5.	Contact Name, Designation, Address, Email & Phone Numbers																								
6.	Net Worth of the Single Agency/ Prime Agency latest three financial year as per audited balance sheet , in case of a Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Company Auditor (do not include Intangible assets)	<table border="1"> <thead> <tr> <th colspan="4" data-bbox="623 1329 1388 1356">Net Worth</th> </tr> <tr> <th data-bbox="623 1356 821 1423">Financial Year (FY)</th> <th data-bbox="821 1356 1019 1423">Financial Year (FY)</th> <th data-bbox="1019 1356 1218 1423">Financial Year (FY)</th> <th data-bbox="1218 1356 1388 1423">Average Net worth</th> </tr> </thead> <tbody> <tr> <td data-bbox="623 1423 821 1524"></td> <td data-bbox="821 1423 1019 1524"></td> <td data-bbox="1019 1423 1218 1524"></td> <td data-bbox="1218 1423 1388 1524"></td> </tr> </tbody> </table>				Net Worth				Financial Year (FY)	Financial Year (FY)	Financial Year (FY)	Average Net worth												
Net Worth																									
Financial Year (FY)	Financial Year (FY)	Financial Year (FY)	Average Net worth																						
7.	Turnover & Net Profit of Agency in the latest 3 financial years as per audited balance sheet in case of Private/ Commercial	<table border="1"> <thead> <tr> <th data-bbox="623 1698 867 1726">Financial Year</th> <th data-bbox="867 1698 1110 1726">Turnover INR</th> <th colspan="2" data-bbox="1110 1698 1354 1726">Net Profit</th> </tr> </thead> <tbody> <tr> <td data-bbox="623 1726 867 1753"></td> <td data-bbox="867 1726 1110 1753"></td> <td colspan="2" data-bbox="1110 1726 1354 1753"></td> </tr> <tr> <td data-bbox="623 1753 867 1780"></td> <td data-bbox="867 1753 1110 1780"></td> <td colspan="2" data-bbox="1110 1753 1354 1780"></td> </tr> <tr> <td data-bbox="623 1780 867 1808"></td> <td data-bbox="867 1780 1110 1808"></td> <td colspan="2" data-bbox="1110 1780 1354 1808"></td> </tr> <tr> <td data-bbox="623 1808 867 1835" style="text-align: center;"><b>Average</b></td> <td data-bbox="867 1808 1110 1835"></td> <td colspan="2" data-bbox="1110 1808 1354 1835" style="text-align: center;"><b>NA</b></td> </tr> </tbody> </table>				Financial Year	Turnover INR	Net Profit														<b>Average</b>		<b>NA</b>	
Financial Year	Turnover INR	Net Profit																							
<b>Average</b>		<b>NA</b>																							

	organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Auditor and as evidenced from the provided Financial Statements					
8.	Turnover/ Grants in Aid of Agency in the latest 3 financial years as per audited balance sheet and Profit and loss duly certified by the Auditor ( <b>Source of grant to be specified</b> )	<b>Financial Year</b>	<b>Turnover ( INR Lakhs)</b>	<b>Grants in Aid ( In INR Lakhs)</b>		
9.	Locations where organization has offices					
10.	Schedules(and corresponding Geographical areas) where the Agency is interested in undertaking work (mandatory information)	<b>A. Present areas covered – ( State)</b>				
		<b>Proposed Additions:</b>				
		<b>B.</b>				
11.	Details of tie up with PSB/RRBs	<b>Sr. No</b>	<b>Name of PSB/RRB</b>	<b>Date of Tie up</b>	<b>Completed period in years as on 31.03.2021</b>	<b>No of BCA as on 31.03.2021 Engaged/active</b>
12.	List Of services offered at BC Point	<b>No. Of Services( All services provided to be mentioned here)</b>				



**Annexure-24**

**Letter of Authorization for Submission of the Proposal**

To,

The General Manager  
Uttar Bihar Gramin Bank  
FI Department, Head Office  
Sharma Complex, Muzaffarpur,  
Bihar- 842001

Dear Sir,

SUB: Authorization Letter for submission of the proposal in response to the RFP

REF: Your RFP .....Dated.....

This has reference to your above RFP for Empanelment of Corporate BC/ Service Provider for implementing Financial Inclusion, Mr. /Ms\_\_\_\_\_ is hereby authorized to submit the proposal documents and to sign the contract on behalf of our organization for all the systems/ goods required by the Bank as called for vide the Bank's request for proposal vide above referred RFP on behalf of our organization. We confirm that the person so authorized above has digital signatures and confirm that all the prices quoted in bid by him shall be binding on us. He/ She is also authorized to take decisions on behalf of the company till RFP process is completed. Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the bidder in its proposal.

**SWORN STATEMENT BY THE AUTHORISED SIGNATORY**

I, the undersigned, being the person responsible, certify that:

(i) The information given in this application form is true and correct to the best of my knowledge and belief;

(ii) The entity does not fall under anyone of the undernoted categories:

a) Is bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any situation arising from a similar procedure provided for in national legislation or regulations;

b) Has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata (i.e., against which no appeal is possible);

c) Is guilty of grave professional misconduct proven by any means which the Award Partners and Jury can justify;

d) Has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provision of India;

e) Has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;

f) It is further certified that the contents of our Application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Application;

g) We understand that you are not bound to accept any Application you may receive and you may reject all or any Application without assigning any reason or giving any explanation whatsoever;

h) We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the application process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of applicant from further application process;

i) I am fully aware that any false declaration will lead to the exclusion of the entity from the selection process.

<b>Name:</b>	
<b>Designation/Position Held</b>	
<b>Signature</b>	
<b>Date and Place</b>	
<b>Seal &amp; Stamp</b>	

**CHECKLIST FOR ENCLOSURES**

1. Audited Financial Statements for the year ending of March (latest 3 years)
2. Annual Report for the latest 3 years (if printed).
3. One copy of photograph (passport size) of Promoter(s)/Director(s).
4. Copies of the certificate of registration authorized by an independent authority.

**Annexure-25**

**UNDERTAKING FOR NON- BLACKLISTED/DISCONTINUATION OF SERVICES**

**To be provided on letter head of the Bidder's Company**

To,  
The General Manager  
Uttar Bihar Gramin Bank  
FI Department, Head Office  
Sharma Complex, Muzaffarpur,  
Bihar- 842001

Sir,  
Reg: RFP for Empanelment of Corporate BC for implementing Financial Inclusion.

We M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency /RBI/IBA/ Banks / Financial Institutions in India during last 3 years as on 31.03.2021. Further Services has also not been discontinued by any bank due to non-performance/poor performance.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,

Yours faithfully

Signature of Authorized Signatory	
Name of Signatory	
Designation	
Seal of Company	
E-mail ID	
Mobile no/Telephone No	
Seal Of Company	
Date and Place	

**Annexure-26**

**Conformity with Hardcopy Letter**

**(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)**

To,  
The General Manager  
Uttar Bihar Gramin Bank  
FI Department, Head Office  
Sharma Complex, Muzaffarpur,  
Bihar- 842001

Sir,

Sub: RFP for Empanelment of Corporate BC/ Service Provider for implementing Financial Inclusion.

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued Uttar Bihar Gramin Bank ("Bank") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Signature of the Authorized Signatory  
Name:

Designation:  
Name of the bidding Firm:

Address:

**Annexure: 27**

**Litigation Certificate**

**Reg: RFP for empanelment of Corporate Business Correspondents for implementing financial inclusion**

This is to certify that M/S.....,a company incorporated under the companies act, 1956 with its headquarters at,.....is not involved in any litigation which threatens solvency of the company.

Date.....

Place.....

Signature of CA/Statutory auditor

Name of CA/Statutory auditor:

Designation:

Seal of Company:

Email ID:

Mobile no:

Telephone No:

Seal of Company:

**Annexure: 28**

**(Declaration to be provided on letter head of the Bidder's Company)**  
**Undertaking Cyber Security/ IT Policy of the Bank**

The General Manager  
Uttar Bihar Gramin Bank  
FI Department, Head Office  
Sharma Complex, Muzaffarpur,  
Bihar- 842001

Sir,

Reg: RFP for Empanelment of Corporate BC for implementing Financial Inclusion.

We M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ do hereby confirm that we are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT / Cyber Security Policy. The IT / Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application used by them. The deputed persons should be aware about Bank's IT / IS / Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed / misused / misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank. All information resources (online/in-person) of the Bidders shall be made accessible to Reserve Bank of India as and when sought. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of Bidders activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of Bidders. Background verification requirements for the employee of the bidder shall be included and be mandated as a requirement in the bidder contract

Thanking You,

Yours faithfully,

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.: Seal of Company:

**Annexure-29**

**Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure**

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To  
General Manager  
(-----)  
Uttar Bihar Gramin Bank

.....  
.....

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----  
------(referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:  
We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that is from such a country. I hereby certify that fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by 20

Yours faithfully,

Authorized Signatory Name:

Designation:

Agency/bidder's Corporate Name Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2. ....
3. ....
4. ....