

Request for Proposal (RFP)
For
**Selection of Service Provider for Implementation
of Door Step Banking Services (DSB) through
Universal Touch Points (UTP)**



Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064

RFP REF NO: DIT/BPR&BTD/OA/2074/2019-20 Date: 14/08/2019

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind, reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank on behalf of all member Banks for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by the Bank, but an invitation for Service Providers' responses. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder.

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Bid Control Sheet

Tender Reference	DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019
Cost of Tender documents	Rs.20000/- (Rupees Twenty Thousand only)
Date of issue of RFP	
Earnest Money Deposit (EMD)	Rs.50,00,000/- (Rupees Fifty Lacs only) (in the form of Bank Guarantee)
Date of web upload of RFP cum tender document	14.08.2019
Last date for submitting queries for the Pre-bid Meeting	22.08.2019
Pre-Bid meeting Date /Venue	26.08.2019 at UCO Bank, Head Office-1 Conference Room, 8th Floor, 10 BTM Sarani, Kolkata 700001
Last Date and Time for receipts of tender bids	12.09.2019 4:00 PM
Opening of technical bids	12.09.2019 4:30 PM
Opening of Price Bid	Will be informed subsequently to technically qualified bidders.
Address of Communication	Head Office-2 Department of Information Technology 5th Floor, 3 & 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064
Email address	hodit.proc@ucobank.co.in
Contact Telephone Numbers	Tel: 033-4455 9775/9770
Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

Part – I

1. Introduction

Currently entire Banking industry is catering the need of their customers through various channels including Brick & Mortar Branches, alternate delivery channels viz. Mobile Banking, App based Banking and Web Based Banking, ATMs, e-Lobbies and Business Correspondent services. To further strengthen its customer service by providing Ease of banking to customer, Banks as a whole, proposes to extend its services to customers by providing 'Door Step Banking Services through Universal Touch Points'.

2. Objectives

'Door Step Banking through Universal touch Point' is a service by which customers can avail many of the banking transaction services through the Agent engaged by the Bank. It offers convenience to customers to access to different accounts from their Door Step. Door Step banking is to be implemented as a product mix of technology and agents offering different banking services. Agents (outsourced third-party) would basically render Banking (Non-Financial in first phase and Financial in Second Phase after successful rollout of first phase or as decided by the Banks) services within the norms stipulated by Reserve Bank of India.

It is proposed to implement "Door Step Banking" facility to cater the both financial & non-financial banking need of the customers of any and all Banks under single umbrella. Against the above backdrop UCO BANK (hereinafter called 'Anchor Bank'), on behalf of following Public Sector Banks (hereinafter referred as member Banks), invites Request for Proposal (RFP) from the prospective bidders (also called the Vendor/ Service Provider/ Bidder through this document) having proven past experience, pan India presence, competence in the field of door step delivery, having presence of manpower/agents in specified area of Indian sub-continent for providing "Door Step Banking" facility to customer(s) of member Banks and willing to participate in the process of the proposed engagement of Service Provider for Implementation of Door Step Banking Services.

Name of Member Banks:

1	Andhra Bank	10	Allahabad Bank
2	Corporation Bank	11	Bank of Baroda
3	Bank of Maharashtra	12	Bank of India
4	Indian Bank	13	Canara Bank
5	Indian Overseas Bank	14	Central Bank of India
6	Oriental Bank of Commerce	15	Punjab National Bank
7	Punjab & Sind Bank	16	State Bank of India
8	Syndicate Bank	17	UCO Bank

The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not be acceptable to anchor bank

The bidder selected / engaged through the tendering process shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

3. Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. In case of consortium of vendors, Prime vendor will be treated as the bidder and whose eligibility should be as per following criteria. Whereas other vendors of consortium will be referred as partners.

Document in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	(Proof of documents required / must be submitted)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & commencement of Business (whichever applicable), CIN/DIN /Credit report/ GSTIN should be submitted. The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the eligibility bid.
2	The Bidder should have minimum annual turnover of Rs. 25 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19). In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Auditor's Certificate.
3	The bidder should have positive net-worth in last three financial years (i.e. 2016-17, 2017-18 & 2018-19)	Copies of the audited balance sheets of the company showing positive net-worth of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be

		submitted along with Auditor's Certificate.
4	Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.	Self-declaration to this effect on the company's letter head should be submitted. Bidder has to submit a Declaration in the format as mentioned in the Annexure – K.
5	The bidder / any partner should be in business of providing Business Correspondent / Banking agent / doorstep services for at least 3 years and have availability of delivery channel and must have provided services in India as on date of submission of bid.	Letter from client/ Agreement with the client along with respective purchase order to this effect is to be submitted.
6	The bidder / any partner should be in business of providing Call Centre / Web Portal / Banking Mobile App related solution for at least 3 years in India as on date of submission of bid.	Letter from client/ Agreement with the client along with respective purchase order to this effect is to be submitted.
7	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully in 100 locations.	Details of Support organization structure is to be provided.
8	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/regulatory bodies etc.	An undertaking on the letterhead of the company has to be submitted.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Duly signed and stamped photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. Anchor Bank reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of Anchor Bank in this regard shall be final, conclusive and binding upon the bidder.

Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation for Bids

Anchor Bank on behalf of member Banks invites sealed tenders comprising of Eligibility Bid Document, Technical Bid Document and Commercial Bid Document from prospective bidders having proven capabilities for Implementation of Door Step Banking Services through Universal Touch Point. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to Anchor Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Anchor Bank shall not be held responsible.

3. Tender Document & Fee

The tender document is to be downloaded from the bank's official website <https://www.ucobank.com>. The bidder downloading the tender document from the website is required to submit a non-refundable fee of **Rs 20,000/- (Rupees Twenty Thousands Only)** through electronic mode at the time of submission of the technical bid, proof of same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder will be rejected. This non-refundable fee of **Rs. 20,000/- (Rupees Twenty Thousand Only)** is to be submitted through the electronic mode to the below mention account. The details of the account are as under: -

- ✓ **Account Number-18700210000755**
- ✓ **Account Name – M/S H O DIT**
- ✓ **Branch- DD Block, Salt Lake branch**
- ✓ **IFSC- UCBA0001870**
- ✓ **MICR-700028138**

Anchor Bank on behalf of its member bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank

reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit **in the form of Bank Guarantee valid for a period of 180 days** in favour of UCO Bank for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Implementation of Door Step Banking Services through Universal Touch Points	Rs. 50,00,000/-

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the on-boarding of the bidder. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee. **The EMD must be in the form of BG only, not in electronic form.**

The Earnest Money Deposit may be invoked under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- d. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Anchor BANK.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of individual member Bank within the stipulated time period.

Note: Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro, Small and Medium Enterprises (MSME), and are registered with National Small Scale Industrial Corporation (NSIC) under its "Single Point Registration Scheme" or any other portal as notified by Government of India. The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms which are in the process of obtaining NSIC certificate

will not be considered for EMD and Tender cost exemption (Traders are excluded who are engaged in trading activity without value additions/branding/packing. In such a case, they will have to submit EMD and Tender cost)

It is clarified that necessary and valid documents should be submitted by the Micro and Small Enterprises and SC/ST Micro and Small Enterprises owners to avail the preference.

5. Rejection of the Bid

The Bid is liable to be rejected if:

- a) The document does not bear signature of authorized person on each page signed and duly stamp.
- b) It is received through any mode other than that specified in the RFP.
- c) It is received after expiry of the due date and time stipulated for Bid submission.
- d) Incomplete Bids, including non-submission or non-furnishing of requisite documents including tender fee receipt/ properly stamped Integrity Pact/ EMD in form of BG / Non-Disclosure Agreement/ Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e) Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- f) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

6. Pre Bid Meeting

The queries for the Pre-bid Meeting should reach to bank by email on or before the date mentioned in the Bid Control Sheet to hodit.proc@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidders and the Bank's response will be hosted on the Bank's website under Tender Section. The Pre-Bid Meeting date is mentioned in bid control sheet.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – I**.

7. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids.

8. Information Provided

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

9. For Respondent Only

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

10. Confidentiality

The bidder agrees and undertakes that they shall hold in trust any information received by them, under the contract/agreement, and the strictest of confidence shall be maintained in respect of such information. The bidder has also to agree:

- i. To maintain and use the Information only for the purposes of the contract/agreement and only as permitted by the Bank.
- ii. To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original.
- iii. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this clause and
- iv. To treat all information as Confidential Information.

11. Conflict of interest

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

The Vendor is required to execute a Non-Disclosure Agreement and Deed of Indemnity with the bank (as per bank's format).

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it and the same will be hosted on Anchor Bank's web site. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

12. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

13. Costs Borne by Respondents

All costs and expenses incurred by bidder in any way 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 Recipient / Respondent.

14. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

15. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

16. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event; bank may cancel the RFP process and may call for new proposals from the interested bidders.

In such a case, bank shall invoke the EMD of the such bidder.

17. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, 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 that may subsist in the submission or Banking documents.

18. RFP Response Validity Period

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **180 days** from the last date of opening of commercial bid.

19. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

20. Language of Bids

The bid, correspondence and supporting documents should be submitted in English.

21. Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to mistakes of the personnel / agents recruited by them and/or malfunctioning of the system as supplied and installed by them. The total liability of

the selected bidder shall not exceed the total cost of the order value. However, in case of any Penalty/Charges imposed by Statutory Bodies/Regulators/Court due to failure of bidders in performing its responsibility as a part of scope of work and other terms and conditions of this RFP/ Subsequent contract; same shall be borne by the bidder on actual basis.

22. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

In this regard, a Power of Attorney on a Judicial Stamp Paper is to be submitted from the Bidder side indicating the authorized signatory.

A true copy of Board Resolution of the Company has to be submitted, indicating the name of the person on whose Power of Attorney has been provided to act as Authorized signatory.

23. Submission of Offer – Three Bid System

Separate Eligibility bid document, Technical Bid document and Commercial Bid document along with the soft copies (duly sealed and super scribed as "Eligibility Bid", "Technical Bid" and "Commercial Bid" respectively should be put in a single sealed outer cover duly sealed and super-scribed as "Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points(Eligibility Bid)", "Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points (Technical Bid)" and "Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points (Commercial Bid)" shall be submitted as per bid details given in the RFP.

(Separate Envelopes for Eligibility Bid, Technical Bid & Commercial Bid. One Separate envelope containing Tender Fee receipt, EMD, Non-Disclosure Agreement and Deed of Indemnity and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope).

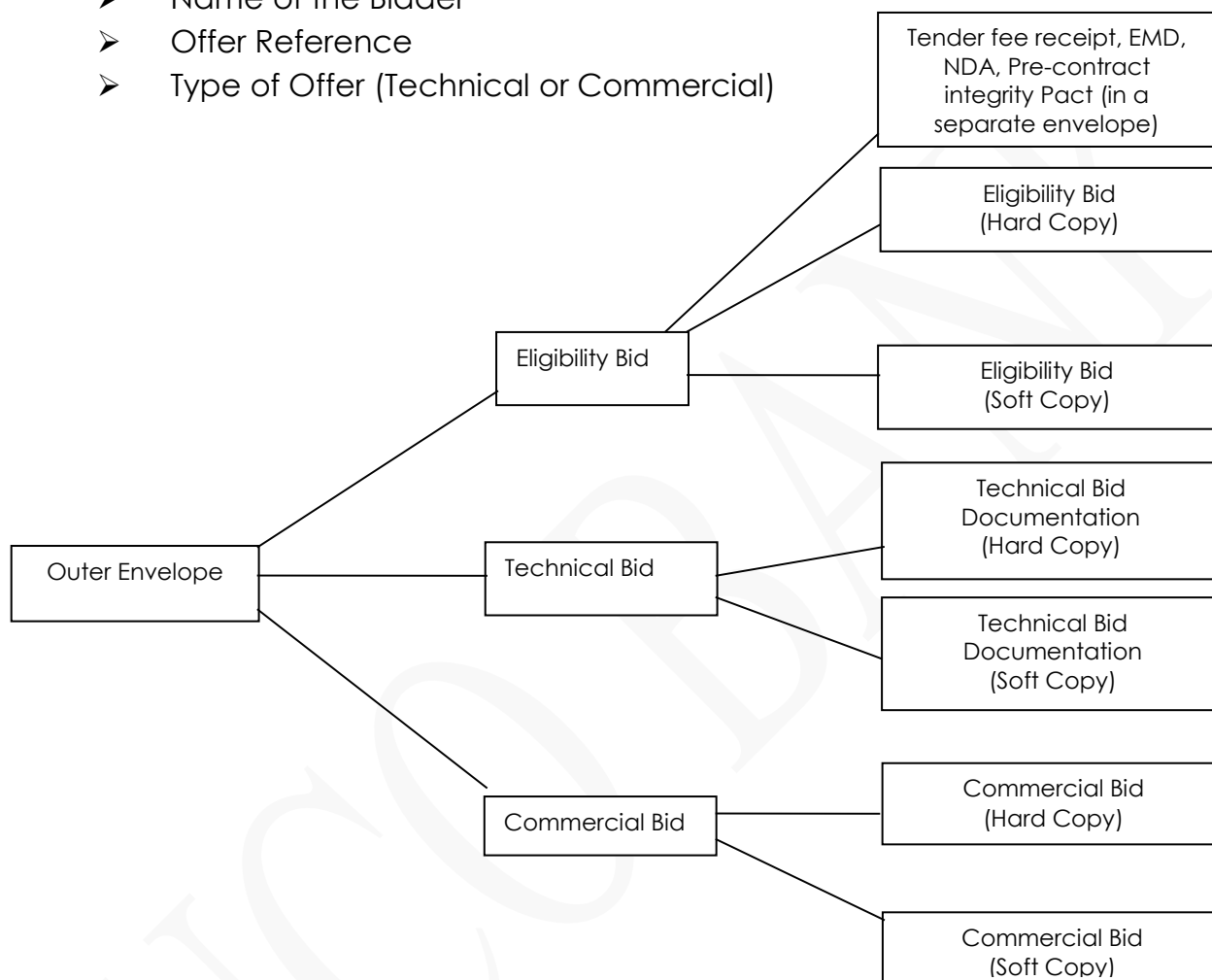
Sealed separate envelopes carrying Eligibility Bid, Technical Bid and Commercial Bid along with the soft copies (non-Optical storage) should be kept in a single sealed outer cover duly sealed and super-scribed "Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points" as per the below mentioned diagram and as per bid details given in the RFP.

The bids (along with soft copy) shall be dropped/submitted at Anchor Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein.

The bids shall be dropped / submitted at Anchor Bank's address given in the above Bid Detail- Table, on or before the date specified therein.

All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Technical or Commercial)



The Eligibility Bid offer and Technical Bid document should be complete in all respects and contain all information asked for, in the exact format of eligibility and solution documentation given in the RFP, **except prices**. The Eligibility and Techno functional offer must not contain any price information. Anchor Bank, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of Anchor Bank in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Bid (Hard Copy) should contain all relevant price information and should not contradict the Technical Bid in any manner.

Note:

- If the outer cover / envelop are not sealed & super scribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain all Eligibility/ Solution documentation & Commercial Bids, then that bid will be rejected summarily.
- If any outer envelope is found to contain only the Technical Bid document or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If Tender fee receipt, EMD, Pre-contract integrity Pact is not present inside Eligibility Bid, the bid will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

24. Bid Price

Prices quoted by the Bidder shall be fixed. The Bid price should be quoted by the bidder as per format given in **Annexure – E** of the RFP.

The price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except GST as applicable from time to time shall be paid separately. In case of any variation (upward or down ward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank. Variation would also include the introduction of any new tax/cess.

It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal.

A bid submitted with an erroneous price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of Anchor Bank in this regard shall be final, conclusive and binding on Bidders. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

Terms of payment indicated in the Contract that will be issued by the Anchor Bank to the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract will not hold good against the Company and that the Invoice would be governed by the terms contained in the Contract concluded between Company and the selected Bidder". Bidder should ensure that the project timeline should not suffer for this reason.

25. Documents constituting the Bid

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- a. Table of Contents (Index)
- b. Tender Forwarding Letter (Annexure – A)
- c. Detailed Scope of Work (Annexure – B)
- d. General Details of Bidders (Annexure – C)
- e. Original Solution Developer Authorization Form (OAF)
- f. Masked Commercial Bid (Annexure – E (i))
- g. Compliance to Eligibility Criteria (Annexure – F) - Along with all required documentary evidence.
- h. Performa for Performance Guarantee (Annexure – G)
- i. Pre Contract Integrity Pact (Annexure – H)
- j. Format of Pre-Bid Queries to be submitted by the Bidder(s) (Annexure – I)
- k. Format of Bank Guarantee i.e. Earnest Money Deposit (Annexure – J)
- l. Undertaking for Non-Blacklisting (Annexure – K)
- m. Undertaking for Laws (Annexure – L)
- n. Undertaking for Price Validity (Annexure – M)
- o. Undertaking for No Deviations (Annexure – N)
- p. Undertaking for 2 years Extendibility (Annexure – O)
- q. Undertaking for Labour Wages Act (Annexure – P)
- r. Undertaking for GST Law (Annexure – Q)
- s. Undertaking for Authorization Letter (Annexure – R)

- t. Financial Certificate (Annexure – S)
- u. Non-Disclosure Agreement (Annexure-T)
- v. Technical Bills of Materials(Annexure-U)
- w. List of 100 Centres (Annexure- V)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure – E(i)) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid documents for evaluation purpose. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

Part –III: BID OPENING AND EVALUATION CRITERIA

There would be Three (3) stages for evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Bid Evaluation
- III) Commercial Evaluation

The Bank will open the Eligibility bids and Technical Bid Documents, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who **will be present shall sign the register evidencing their presence / attendance.**

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-I, Clause 3**, will be shortlisted for the evaluation of Technical Bid Documents.

2. Technical Bid Evaluation:

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV and Technical score of the bidders including technical Presentation to be made bidder.

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed here below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines.

Technical scoring will be done as per the criteria given below.

Total marks : 100

Minimum marks for qualifying criteria : 20 marks in each category and over all 70 marks.

Once the evaluation of technical proposals is completed, the bidders who score more than 70 marks will only be short-listed. In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores.

Technical Scoring Criteria

Sl	Criteria	Document Required	Total Marks
Category A: Evaluation Criteria for Door Step Banking			30
1.	No of Assignment in Door Step Services (similar to the scope in the RFP for Door Step Services) – for any organisation in India, preferably BFSI. (Role played as System Integrator) <ul style="list-style-type: none"> •2 engagements in BFSI (10 Marks) •2 engagements in other than BFSI (7.5 Marks) •1 engagements in BFSI (5 Marks) •1 engagements in other than BFSI (2.5 Marks) 	<ul style="list-style-type: none"> • Letter of confirmation (self-certified letter) duly signed by the authorized signatory. • Details of the assignment covering all aspects of the project in the form of case study or report along with the client reference 	10
2.	The bidder / any partner having proper support organization structure for each cluster to carry out the Banking Agent activity successfully in 100 locations. <ul style="list-style-type: none"> • More than 20 Sub-Service Areas (10 Marks) •15-20 Sub-Service Areas (7.5Marks) •10-14 Sub-Service Areas (5 Marks) 	Details of Sub Service Areas to be provided.	10
3.	Total nos. of Skilled Employees (including Agents i.e. Feet on Street) / Resources (in India). <ul style="list-style-type: none"> •No. of Employees >3000 (10 Marks) •No. of Employees between 2000 and 3000 (5 Marks) •No. of Employees <2000 (2.5 Marks) 	Letter of confirmation (self-certified letter) highlighting job roll wise bifurcation duly signed by the authorized signatory.	10
Category B: Evaluation Criteria for Contact Centre			30
1.	No of Assignment carried out by Bidder / any partner on setting up & management of contact centre operations (1 reference x 5 Marks for each reference)	<ul style="list-style-type: none"> • Letter of confirmation (self-certified letter) duly signed by the authorized signatory • Details of the assignment covering all aspects of the project in the form of case study or report along with the client reference 	10
2.	Total No. of Skilled Employees / Resources (in India) available <ul style="list-style-type: none"> • 15000+ Employees (10 Marks) • 10000-15000 Employees (5 Marks) 	Letter of confirmation (self-certified letter) highlighting job roll wise bifurcation duly signed by the authorized	10

Sl	Criteria	Document Required	Total Marks
	• 5000+ employees (2.5 Marks)	signatory.	
3.	Language Capability of Call centres agents. • More than 10 languages (10 Marks) • 5 to 10 languages (5 Marks)	Undertaking for nos. of agents in each language capability (Speak & Understand).	10
Category C Technical Solution & Presentation			40
1.	Proposed solution (comprising Mobile App / Web Portal) have been implemented in Commercial Banks / Financial Institutions in Globally / India in last 3 years (1 Reference x 2.5 Marks for each reference)	<ul style="list-style-type: none"> Letter of confirmation (self-certified letter) duly signed by the authorized signatory Details of the assignment covering all aspects of the project in the form of case study or report along with the client reference 	10
2.	<p>Technical Demonstration: Bidder approach for Implementation of Door Step Banking Services (DSB) for the Banks in terms of value delivery and market leading technology differentiation capability.</p> <p>a) Data Center, Disaster Recovery Infrastructure, Hosting and Operation management (tier-3 data center, CERT-IN certified, etc) – (5 Marks)</p> <p>b) Integration with existing Banking system- (5 Marks)</p> <p>c) Integration with NPCI -(5 Marks)</p> <p>d) MIS & Reports-(5 Marks)</p> <p>e) Detailed understanding of the Scope of the RFP -(10 Marks)</p>	Presentation / Document providing necessary details. Technical presentation must fulfil the binding criteria.	30
Total			100

Technical Presentation

As part of evaluation process, bidder has to give presentation before the evaluation committee. Following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process.

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same person that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Bidder should also present their understanding about the Bank's future requirements and approach to Implementation of Door Step Banking Services (DSB)
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information
- All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, diagnostic tools, organizational capabilities, team, governance, continuous development, transition approach etc.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable. Technical Presentation of the bidder will be evaluated on the features available on the system as per Annexure D.

3. Commercial Evaluation

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure – E**. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in **Annexure – E**.

- a) The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- b) In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- c) The Bidder needs to provide Unit costs for components and services; unit rates excluding applicable taxes would be considered for the TCO purposes.
- d) In the event the bidder has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. However, for the purpose of actual payment to the selected bidder, original commercial bid of L1 shall be considered

Bank will finalize the L-1 & L-2 bidders based on the TCO quoted by the bidder in **Annexure–E** as per following criteria.

- a. The Service provider, whose commercial offer has been determined as the lowest, will be named as L1.
- b. The second lowest will be named as L2, who will be given a chance to match the price with L1 within 3 (three) days of communication. In case L2 agrees and matches the L1 price, the 2 vendors selected will be awarded the contract.
- c. The ratio of locations to be ordered between L1 & L2 will be 60:40.
- d. In case, L2 vendor is not agreeing to match the L1 price the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets a second vendor who agrees to match the prices of L1.
- e. In case, none of the above vendors is able to match the L1 price the whole quantity will be ordered to L1 only.

4. Normalization of bids

Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Bank may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The re-submissions can be requested by Bank in the following two manners:

- Incremental bid submissions in part of the requested clarifications by Bank
- Revised submissions of the entire bid in the whole

Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Company

during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum.

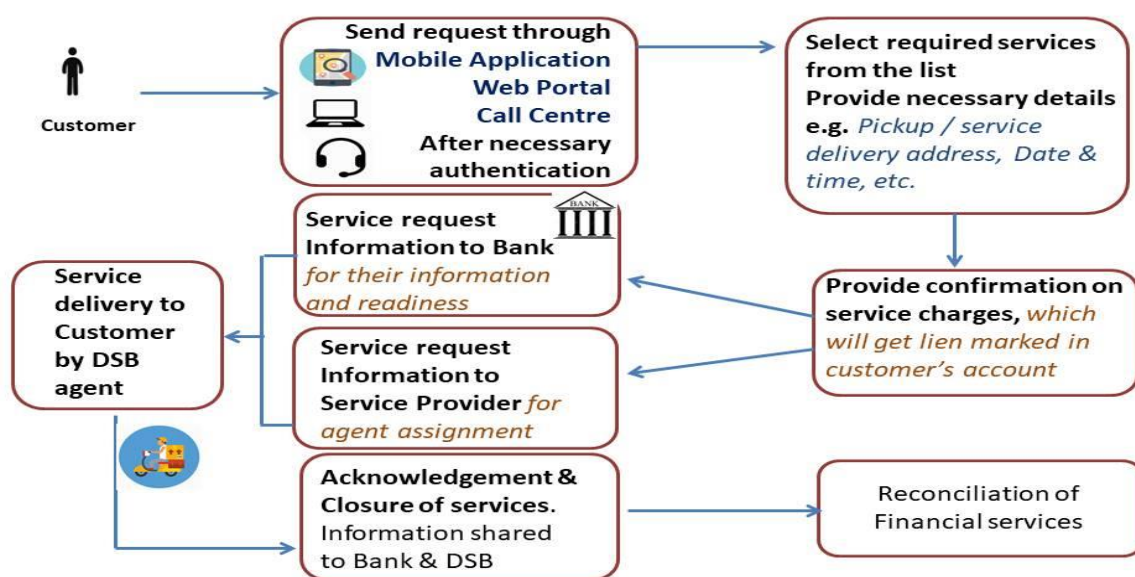
Any such corrigendum shall be deemed to be incorporated into this RFP.

Part – IV Scope of Work

Bank intends to select Service Provider for Implementation of Door Step Banking Services through Universal Touch Point for a contract period of 3 years which may be extended for a period of 2 years on mutually agreed condition between Anchor Bank and the Selected Bidder.

The Selected Bidder is required to deploy an end to end solution including all requisites viz. trained workforce, space, hardware, software, application etc. ensuring complete compliance of RBI and other statutory bodies' guidelines in this regard for providing following services:

- The Bank invites proposal from the prospective bidders to provide agents (DSB agents on behalf of member banks) for Implementation of Door Step Banking Services through UTP services on OPEX model. The required infrastructure viz: Agents, Hand Held Devices / Mobile Device (if required), Space, etc. will be provided by the Service Provider.
- The bidder has to provide an end to end Solution for Door Step Banking Solution across the Banks on a high availability technology architecture having DC & DR in India on Hosted/ Service Provider's On-Prem Model along with all required Hardware, **Mobile App, Web Portal, Call Centre**, Connectivity with NPCI / Bank's system, Software application, Manpower for door step delivery and Facility Management Services. The bidder has to share the high level Architectural Diagram of the proposed solution to the Bank.
- Whenever a customer raises request for a service, he will have to select Bank for which he needs Service. New Customers can lodge a request using Aadhaar+OTP verification or any other authentication method finalised by the bank.



(A) Application Development, Deployment and Maintenance of two interface application:

a) Universal Touch Points:

- i. **Common Call Centre** – A common call centre on behalf of all members Banks has to be provided by bidder as part of this solution. This proposed Common Call Centre shall cover following broader aspects:
- Accepting request for various services available under Door step Banking (DSB) and redirecting to the DSB Server for further processing.
 - Queries / request related to PSB loans should be addressed. Further, other queries or request related to various other common services rendered by PSBs which are being rendered or shall be introduced time to time will be addressed from common call centre.
 - Customer Grievance Redressal mechanism i.e. registering the customer grievance details in the application, which can forward the grievance to respective Banks. Further, tracking status up to final closure. The Call Centre Solution should be capable to integrate with existing grievance redressal modules implemented in the individual bank.
 - Outbound automated calls for Promotion of Government Schemes such as PMJDY, PM Kisan Samman Nidhi, APY etc. / Promotion of Digital Payment Platforms/ Educating customers about Security features & advisory to be followed while using Banking Products.
 - Lead Generation and sharing the same to members Bank based on the customers data & preference.
 - For calls related to Bank's specific system e.g. Hotlisting of cards, Accounts related information, etc., **Routing the calls to respective Bank through integration of Common Call Centre with the existing call centre of the Bank.**
 - Common call centre should have toll free no. No charges will be paid by caller for making call to common call centre.
 - The Selected Service Provider should operate Contact Centre at multiple location (minimum of 3) in across India to cater all customer languages as per 8th schedule of constitution.
 - Bidder has to ramp up/down as per Bank's request at 45 calendar days' notice for up to 20% increase/decrease of FTE at individual locations; beyond a 20% increase/decrease of FTE at individual locations.
 - Span of Control for the agents per Team leaders not to exceed >15, TLs to Manager ratio not to exceed 8, One location head at VP level.
 - Service Provider should be able to meet the Contact Centre Service Level of 85% of the calls answered within 20 Seconds.
 - Overall Calls abandoned without servicing should be <3%.
 - Agent Occupancy should be at 70%
 - TAT target should be met for 95% Service requests
 - Bidder has to ensure Continuity of Business for site / people
 - Bidder shall be able to invoke people and Technology DR within 4

hours of the disaster.

- Bidder shall be responsible for all the hardware and software facilities required for smooth operation of a Contact Centre. This includes: Complete hardware and software (desktops, headphones, Servers, Routers, gateways etc)
- Necessary middleware required for integration for the service provider applications with all member Bank systems
- Bidder has to provide holistic CRM, Knowledge management system, Workforce Management system, Quality management tools
- Bidder has to provide industry standard ACD, Call Recording solution
- Bidder has to provide Industry standard Call Centre Metrics and dashboard to the banks on pre agreed frequency (Daily/Monthly..etc..)
- Bidder has to ensure that overall customer Complaints on the e2e DSB including contact center should be less than 1%

ii. **Common Web Portal –**

- For Customers – Option to lodge and track service request / grievances for Door Step Banking, link of individual Bank's portal.
- On the portal - provision to find toll free number of member Banks
- Icon /Hyperlink of Internet Banking Application of each member Bank.
- For Banks – Dashboard for the Banks with options to see the calls related to respective Banks, access the MIS and grievance.

iii. **Common Mobile APP –**

- Option to lodge and track service request / grievances for Door Step Banking.
- In app provision to dial toll free number of member Banks
- Icon /Hyperlink of Mobile Banking App of each member Bank.

A high level Architectural Diagram of the proposed solution shall be provided with the technical specification.

b) Service Request Handling Application:

- The selected bidder will develop, deploy and maintain the application to be used by the call-center executive for service request handling.
- As this Interface is to be- used by the Call Center Executive, Number of Screens and Data input fields are to be kept minimum. Form will be approved by the Bank
- Citizen Service request shall also be handled through Web/Mobile Application which has to be developed by Vendor.
- Each Call Center executive will enter into the application using their login and password. Executives will have landing page where he can (i)add service request or (ii) add complaint with reference to existing service request (iii) search/track existing service request and answer query (iv) lodge and initiate process related to services where Agents are not required (viz. card hot listing etc.) The team leader will have separate landing page where he/she can see the call details of other executives

be it query or complaint or new service request. Team leader may forward the complaint to respective officer via e-mail/SMS.

- All the entries will be automatically time-stamped.
- Each call will have unique topology and id. For ex- Service request will start with SRDDMMYY(Bank Code-xx)xxxx, complaint will start with CPDDMMYY(Bank Code -xx)xxxx, Query will start with QRDDMMVY(Bank Code -xx)xxx.
- Search can be done on the basis of various attributes such as- Mobile number, Service Request id, Name, UID etc
- All the details with reference to the caller, requested service, preferred time of visit etc has to be captured on this application. All the fields will have basic auto-validations.
- There should be an Eligibility Test Mechanism in the interface at the Call Centre by which the executive will be able to check genuineness of caller.
- Also develop a mechanism for inclusion of any new query of applicant into the existing FAQ. Alerting system for every SLA breach has to be there.
- The complaints with reference to any services have to be captured against service request id.
- The status of application should be updated on this application on real time basis. If a citizen enquires about status of service, the call center executives should be able to provide status of application at any time
- The service request allocation to Agent as per. predefined rule should be done using this application.
- The development of an application that would provide a stage wise update to the citizen regarding the progression in the service delivery process.
- Feedback call to be conducted by call center executive after the delivery of the service to the customers.

c) Service Delivery Application Interface:

- The selected bidder will develop, deploy and maintain the application to be used by the Agent for service delivery.
- The application should be platform agnostic i.e. supporting all platform viz. Android / IOS / Windows etc..
- The application should support following key features:
 - Single Sign-On for all Bank's applications Payment Gateway, Payment Wallet integration.
 - Integration with NPCI for Aadhaar based Biometric Authentication.
 - Integration with Bank's other related Applications.
 - The application has to be integrated with member Bank's SMS gateway for sending updates to customers.
- Every Agent will be provided their secured login id & password.
- Home Screen of the Agent application should have following components
 - (i) Daily To- Do List
 - (ii) Service fulfillment form against Service Request id
 - (iii) FAQ

- (iv) Raise Grievance
- (v) Role based MIS etc.

- After login, Agent should be able to view the daily planner for scheduled activities. This should be in sync to delivery time as chosen by citizens against their service request id. Daily planner will raise alerts to the Agent.
- Service Request handling application will push the new service requests to Agents as per predefined rule through this application. Once assigned, Agent should be able to view the filled data by call Center Executive, Applicant's Contact Details, Requested Service Details, Scheduled Time of visit etc.
- Agent may call in case of rescheduling and update it accordingly.
- Agent will login to the wrapper interface (i.e. interface page for each respective Bank) following which the s/he may select requested service and then it will be redirected to the Bank's application interface
- The application or the agent must not store any user information anywhere except in designated server.
- Upon submission of application, Bank's service charge will be lien marked in the in the account of customer. After successful completion of service request, charges will be debited and deposited to respective Bank's Pool Account. Service request will be accepted only if lien marking is possible in the account by the Bank. In second phase of implementation, Agent shall collect the said charges for the required service in cash, if citizen has no account with the Bank. Same shall be deposited electronically in the account of respective Bank through the Agents account on the spot.
- All the transaction and payment details should be properly logged. For every financial transaction that is carried out by the Agent, receipt must be provided to the citizen in the form of an SMS prompt or through a Micro-ATM / POS (Point of Sale) machine.
- All the entries done by the Agent should be time-stamped, Geotagged and should be enforced by application. This data should be available in the respective Bank's MIS.
- Different layers viz. Bank Admin, Supervisors, Agents etc. will have role based access.
- All 100 centres must have at least one Supervisor in each centre along with one dedicated Project Manager in each centre.
- The application should generate payment receipt as per prescribed format.
- All change requests have to be fulfilled without any additional fee. At any instant of time, The Bank may change work-flow or add some SMS or tracking or add new module without any additional cost.
- Citizen can track their application from application interface at any time through Web Portal / SMS/Mobile Application.
- The selected bidder will provide dialer along with solution for call-recording, all the calls will be recorded from the time when Agent made calls to citizen regarding Appointment.

B) Data Center, Disaster Recovery Infrastructure, Hosting and Operation management:

The selected bidder shall carry out following activities:

- To host and provide all data center, DR infrastructure which includes servers, storages, DB licenses (if any) etc.
- Hosting application in at least tier-3 data center or equivalent Cloud Infrastructure. Data Center / DR Site must be situated in India Only. Deployment

over block chain technology may also be explored, if approved / permitted by the Banks.

- In case of deployment is proposed over Cloud Infrastructure then the Cloud service provider should be MeitY (Govt. of India) empanelled and STQC audit compliant for Public Cloud service offering of PaaS and IaaS. For Public Cloud service offering for SaaS, should be compliant as and when MeitY takes it up for empanelment **on yearly basis**.
- Shall get application audited from CERT-IN certified auditors before or within 3 months of deployment of application.
- All the data which includes Service related and Customer Data is sole property of respective Bank only and it must be ensured that it is not being stored.
- All the data will be stored in proper interoperable format and regular backup will be "provided to the Bank/Sync to Bank's Server on Quarterly basis. Upon cessation of contract, all the Software, latest Source-code and data with reference to customers, service will be provided to the member Banks.
- Diligent carrying out of System Administration, System upgrades management, Application Deployment and Upgrades;
- Maintenance and management of the Operating System, Data Base Management System, Network and Security administration system;
- Data backup as per mutually agreed schedule and preservation of backed up data;
- Proper handling of application failure within the primary data centre and the disaster recovery site;
- Maintenance of multiple security zones in the Data Centre;
- Proper maintenance of documentation of Physical and Network Security devices, processes and policies;
- Maintenance of infrastructure management tools and reports;
- Maintenance of incident and false report tracking;
- Maintenance of an asset registers with end of support and end of life particulars and tracking of the same;
- Monitoring of Internet connectivity, including liaising with network service provider for line faults, provisioning of new lines and related matters
- All equipment must be at least under on-site support from the OEM or an authorized agency.
- Backup of all the trading and other recorded data to be provided at end of every month in open data or interoperable format
- The solution should have highest security standards like Virtualization, Data (both in motion and at rest) encryption using higher standard hardware based (HSM), Segregation of servers, compartmentalization, secured coding practices, OWASP etc. for implemented for Data Security of integrated databases and software.
- The Service Provider should at all-time be compliant with latest standards / guidelines certification viz. Micro ATM Standard 1.5.1 and its subsequent latest version, eKYC 2.5 and other subsequent updated framework released by UIDAI, AEPS Specifications, PCI-DSS certifications etc. issued by Government / RBI / IBA / IDRBT / NPCI / UIDAI authorities/ MeitY/ CERT-IN / STQC / ISMS and/or other statutory authorities related to services rendered under scope of work.
- Bidder has to ensure risk mitigation including reputational risk of the Bank and to safeguard the interest of Bank. Any illegal, unlawful, act of any person engaged by the bidder shall be treated as responsibility of the Bidder.
- Selected agency shall assist in Security Audits and when applicable and will

rectify the errors raised in security audits. Cost of Security Audit will be borne by the Bank.

- Role Based Access Management and Data Access Restrictions: System functionality access will be provided at the role and location level. In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to. System should be secure and feature an intelligent Log-in & Log- out facility. The same user should not be able to Log-in simultaneously at different machines.
- Audit Trail and -System logs: Audit trails and System logs with reference to all application and database users and respective activities should be available at all the time. The selected agency must ensure that Audit trails should not be deleted or tampered.

Integration with existing Banking system

- Bidder is required to integrate the proposed solution with member Bank and NPCI for both Financial and Non-financial Transaction.
- System shall act as pass through server and No sensitive transactional data shall be retained / captured in the proposed solution.

Integration with NPCI

- Bidder is required to integrate the proposed solution with NPCI for Financial Transaction.
- The hand held devices/mobile device will be provided by the bidders to their agents. Necessary integration and certification with NPCI/UIDAI/Individual Switches of the banks is to be performed by the bidder on their own cost.

Charges

- Different services require to visit only customer location to collect / delivery of document / cash.
- Other services require to visit both Bank branches and customer site to collect & delivery of document / cash.
- Financial services will be required to handle cash with proper precautionary measures defined by statutory bodies like Govt. of India, RBI etc.

Service area & timing

- Service area of catering of every Banking Agents will be 5-10 kilometre depending on the accessibility of the area.
- All request generated up to 3:00 P.M. should be completed within 3 hours of request generation and request generated after that should be completed by 1:00 pm next working day.

Service type (to be rendered through Agents)

- Request handled by the bidder application may be of two types:

a) **Pre-Service Request:** Where action is required before the agent reaches the customer for the completion of request. Delivery of Account Opening forms/ TD advice/ Draft/ account statement/interest certificate etc. after collecting from branch.

b) Post-Service request: Where action is required after the banking agent reaches the customer first viz. Cheque pickup/ cheque requisition slip pickup/ authorization for payment of tax/pickup of 15G & 15H / mandate for DD etc..

p. Service provider is supposed to deploy banking agents to provide following services to the customers of the member banks as per indicative list mentioned below:

A. Non-Financial Transactions

- i) Pick up of Negotiable instruments (Cheques/Drafts/Pay Orders etc).
- ii) Request Account Statement.
- iii) Pick up of new chequebook requisition slip.
- iv) Delivery of non-personalised Cheque Books, Drafts, Pay Orders, Term Deposit Receipt /Acknowledgement etc.
- v) Acceptance of 15G, 15H forms.
- vi) Acceptance of IT challan /Government Business/ GST.
- vii) TDS / Form 16 Certificate issuance.
- viii) Delivery of Prepaid instrument/Gift card.
- ix) Issuing Standing Instructions

B. Financial Transactions

- i) Cash Deposit
- ii) Cash Withdrawal

In case of Cash Deposit/ Cash Withdrawal services, entire responsibility of cash management, security, insurance (Cash/ Fidelity etc.), Cash Van (if required for movement of cash) etc. reside with the bidder. The services may be added/ amended as per bank's requirement or change in business scenario during the evaluation phase. Indicative process flow shall be as under, however Bidder need to propose their own process flow in detail, taking a clue from it:

Manpower & Training

Bidder shall engage the number of Agents depending on the requests received. The number of Agents should be proportionate to the request received and in no case there should be any delay in the service for want of Agents.

- a) The bidder should make arrangement for imparting Training related to handling of solution provided at bank end. Training Material/Manual copy is also to be provided for handling the solution at their own cost.
- b) Agents recruited by bidder should have good knowledge /experience of handling important data,. Agents involved in the work should preferably imparted with IIBF course for BC/BF or similar courses in due course of time to

make them aware of Banking domain. Cost of the same shall be borne by bidder.

- c) Manpower management is entirely responsibility of the bidder. Necessary insurance of the Agent / Cash / Logistic has to be obtained by the bidder.
- d) Agents should have a vehicle with them.
- e) Agents will have to visit multiple times, if required, for fulfillment of a service. There won't be any additional fee paid for multiple visits.
- f) All the deployed resources should be Minimum qualification of (10+2), with knowledge of handheld devices..
- g) All the deployed resources should be able to speak in Hindi / English and local dialect

MIS & Reports

- a) The bidders should have capability to produce different reports like total numbers of calls, total call attended, successful calls, Bank wise call list, and other similar list.
- b) The bidder should have capability and will be responsible for carrying on Reconciliation of the calls and bill raised per member bank.

Monitoring of services

- a) The bidder should be able to create a central monitoring facility which will monitor all financial transaction and/or non-financial transaction and submit a report on daily basis to branch owing the financial transaction on the same day or next working day. The cash deposit/ receiving receipt should also be submitted to the owning branch on same day or visit on the next working day (in case of late receipt)

Others

- a) Proposed solution shall provide Dashboard based facility to the member Banks for monitoring / tracking of service call / complaints and grievances related to the service provided. The tracking module shall be linked with GPS Tracking system and must be updated on real time for call updates.
- b) In order to impose quality and safety assurance in the service delivery, Bidder has to do due diligence of the employees/ agents / service boy etc. engaged under this project. Following documents of the Agents shall be furnished by the Bidder at the time of agreement with the member Bank. It shall be updated from time to time as per requirement, change etc.
 - i. Identification Proof
 - ii. Address Proof
 - iii. Satisfactory Police Verification Certificate
 - iv. Engagement Letter of issued by the employer

- v. Direct or Tripartite Agreement (as the case may be) with the bidder and employer and agent clearly spelling the terms and conditions, scope of work, ethics of service delivery and remuneration structure.
- vi. Account details of the Agent
- c) Selected bidder shall immediately inform the Bank and the customer upon any change in the Agent responsible for service delivery.
- d) The RFP is for engagement of service provider, purely on contractual basis and there won't be any employee employer relationship between Bidder/ partners/ any Agent and Bank.
- e) The selected bidder shall execute Non Disclosure Agreement on its own behalf as well as all consortium partners, its employees / Agents.
- f) The selected bidder shall take appropriate action to comply with data protection obligation including, without limitation, the adoption of appropriate technical and organizational method to ensure that entire system is safe guarded against accidental destruction, loss, technical malfunction, falsification, theft etc.
- g) The DSB solution & System will be verified by CISO of Banks in view of Information Security mechanism followed by DSB Service Provider.

Part-V

1. Consortium

The DSB Service provider may have a tie-up with any solution provider for providing an end-to-end Door Step Banking Solution. However, the DSB Service provider should have a relationship with the Door Step Banking Solution provider as an authorized reseller, distributor, and should have a back-to-back agreement to ensure that the total solution proposed is as a turnkey solution.

The DSB Service provider may form a consortium and bid for the RFP document, as it is the Banks' expectation to implement and maintain the most appropriate solution and maintain policies and procedures to serve the Bank. However, in this case the Bank will deal with only the DSB Service provider as a single point of contact who shall have the sole responsibility for the entire assignment irrespective of the fact that it is only the part of the consortium. Each consortium shall name the DSB Service provider who shall have the single point responsibility for the consortium in their bid responses. The DSB Service provider which shall have the single-point responsibility of the bid will be deemed to be the system integrator and will be deemed to play the lead role in the bid and shall have single point responsibility of the bid.

The DSB Service provider shall mention in technical bid the details of contractor or sub-contractor in connection with the services required to be provided by the bidder. Under all circumstances, the selected bidder shall be responsible for misconduct / deficiencies in services rendered to Bank through the bidder selected or its sub-contractors. Bank reserves the right to reject work, which is not in conformity with its standards.

2. Order details

The RFP document is being published by Anchor Bank on behalf of all the member Public Sector Banks to engage the service provider for implementation of Door Step Banking Solution. Successful bidder has to execute an agreement with the member Banks on same terms and conditions. Work Order will be placed by Anchor Bank in the name of selected bidder as per requirement. The payment will be made by member Banks and the Performance Bank Guarantee for order will be required to be submitted to Anchor Bank. The amount payable to the Service Provider (selected bidder) shall be based on the actual amount of work done without any guarantee of a minimum number of centers/ customers/ calls.

3. Schedule of Implementation

The selected bidder has to complete the implementation process as per Scope of Work mentioned herein above within eight (08) weeks from the date of issuance of Letter of Intent.

4. Compliance with all Applicable Laws

The selected bidder (on behalf of all the consortium partners, agents etc) shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The selected bidder shall promptly and timely obtain all such consents, permissions, approvals, license viz. UIDAI/ NPCI Certification, PCI-DSS Certification, Labor Law compliance etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

All the employees/operator deployed by the vendor for the solution must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages 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.

5. Solicitation of employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract

and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

6. Performance Bank Guarantee

The selected bidder (hereinafter called vendor) shall be required to provide a Bank Guarantee for **Rs.8,00,00,000.00 (Rupees eight crore only)** to Anchor Bank, issued by any scheduled commercial bank, (other than Anchor Bank) valid for the tenure of **3 years plus a claim period of 3 (three) months** from the date of execution of the SLA, **indemnifying any loss to the Bank for Work order issued by Anchor Bank.** The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA). Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of the related RFP or this SLA executed between the vendor and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.

The Selected bidder, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per **Annexure – G**, issued by any scheduled commercial bank Rs.8,00,00,000.00 (Rupees eight crore only) valid for **39 months (36 months + a claim period of 3 months)** from the date of work order. However, the selected bidder may have to extend the validity of the Performance Bank Guarantee for a period of two years as required by the Bank. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period.

The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.

7. Payment Terms and Paying Authority

Bills raised by the selected bidder would be payable by the respective member Bank on receipt of invoice along with supporting MIS. Payment will be effective from the date the selected bidder takes over the job of Door Step Banking. The bills pertaining to each month, for all services rendered during each month, shall be submitted to the respective Member Bank within 20 days of the succeeding month. While submitting bills, the Bidder has to submit photocopies of the receipt of wages duly acknowledged by his employees engaged in Door Step Banking Service activity. Final payment shall be released subject to deductions of penalties if any.

8. Minimum wages

The bidder / consortium partner shall act as principal employer and must ensure payment of minimum wages to their employees who are engaged in Bank's establishment in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to be submitted by the bidder while responding to this RFP. The bidder must ensure the payment of PF & other statutory benefits to the employees employed by them. Bank reserves the rights to inspect salary slip & payment certificates of the employees engaged at any point of time.

9. Insurance

- a. The selected bidder shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.
- b. The loss-payee endorsement of such insurance policies shall be in favor of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Bank.

10. Price

The bidder shall keep the price valid for 12 months from the last date of opening of commercial bid. Under no circumstances, Bank shall bear any increase in the prices. Benefit of downward revision in price on the basis of increased number of transaction after annual review, shall be passed on to the member Banks; as per commercial format.

11. Liquidated Damage

Notwithstanding the Bank's right to cancel the order, liquidated damages at Rs. 1,00,000.00 (Rs. One Lakh Per week) will be charged for every week's delay in the specified implementation schedule. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by Anchor Bank to the bidder etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. Any loss caused to the bank owing to non-performance of the selected bidder as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the selected bidder in future in any form.

If the selected Bidder fails to provide any of the services after starting of operations, as per the terms of this RFP, the Bank shall be entitled to charge penalty/ liquidated damages @ 5% of the monthly bill, per week or part thereof.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Performance Bank Guarantee for further delay in delivery, implementation and migration.

12. Fidelity and Secrecy

The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process of Door Step Banking Services and all information whatsoever concerning or relating to the Bank/Member bank/concerned branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract. The bidder shall be responsible for the following insurance coverage:

- Fidelity Insurance Policy for the personnel of the bidder carrying cash
- Employee accidental policy
- Mediclaim for its employee
- Vehicle Insurance

The bidder shall be responsible for Cash losses/shortages/discrepancies due to act of dishonesty, fraud, misappropriation, embezzlement of cash by its employee(s)/sub-contractors. Under such circumstances bidder will have to make up entire loss incurred by the Bank. Secure recruitment procedures must be adopted with police clearance for all personals engaged for cash management services. Identity cards duly attested by authorized officials of the bidder must be issued for all staff attending calls, processes to be followed as laid down by RBI vide various circulars issued from time to time.

13. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. During such situation the DSB service shall remain operational, however delay shall not be considered for the said period. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality shall survive termination of the SLA.

14. Contract Period:

The selected bidder need to execute a Service Level Agreement (SLA) with each member Banks separately covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of **Three years** from the date of Agreement. The performance of the selected bidder shall be reviewed every quarter. Non- compliance of and terms and conditions by the bidder is liable for rejection. The contract may be extended for a further period of 2 years on mutually agreed terms and conditions, based on performance of the bidder during last three year.

The draft format of SLAs will be provided after the Letter of Intent (LOI) with the successful bidder.

15. No Legal Relationship

No binding legal relationship will exist between any of the Bidder and Bank until execution of a contractual agreement.

16. Service Level Agreement

The selected bidder will be required to sign the Service Level Agreement with all the member banks within 07 days of the acceptance of the LOI/PO (Whichever is earlier).

17. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

18. Award of Contract

The commercial bids submitted by the service providers in Annexure - E will be evaluated as per price quoted and the Service provider, whose commercial offer has been determined as the lowest, will be named as L1 and the second lowest will be named as L2. The L2 will be given a chance to match the price with L1 within 3 (three) days of communication. In case L2 agrees and matches the L1 price, the 2 vendors selected will be awarded the contract.

The orders will be distributed between them in the ratio of 60% and 40% of the total centers to be allotted. L1 bidder will be given priority in selection of Centers, subject to centers shall not be below 60% and adjacent centers (geographical distribution) shall be allotted to each bidder. L2 will get 40% centers left after award to L1. Bank's decision in this regard would be final and conclusive and binding upon the service providers.

In case, L2 vendor is not agreeing to match the L1 price the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets a second vendor who agrees to match the prices of L1. In case, none of the above vendors is able to match the L1 price the whole quantity will be ordered to L1 only.

19. Penalty Clause:

- The Selected Bidder shall perform its obligations under the respective work order and the agreement entered into with the Bank, in a professional manner.
- If the Selected Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.

Total penalty mentioned for above and Liquidated damages shall be subject to maximum of **10% of the total cost of ownership**. However, any penalty imposed by the Govt./RBI/ any other statutory body due to act/failure of conduct of bidder or its agents shall be entirely borne by the bidder. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract, after invoking Performance Bank Guarantee submitted by the Selected Bidder.

Bank may recover such amount of penalty from any payment being released to the selected bidder, irrespective of the fact whether such payment is related to this contract or otherwise.

20. Indemnity

The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The Selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The Selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected vendor or its employees/personnel. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank afterward) in Bank's favour in this respect before or at the time of execution of the Service Level Agreement.

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. The selected Bidder is required to submit the Deed of Indemnity. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Selected Bidder has sole control of defense and all related settlement

negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc. due to acts of Selected Bidder's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

The Selected Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws/Governmental Requirements
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages 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.

21. Independent Service Provider

- a. *The selected bidder and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The selected bidder acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Anchor Bank or any subsidiary or affiliate thereof.*
- b. The selected bidder's personnel, employees, sub-contractors of the bidder etc. have no authority/ right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the selected bidder shall be employed solely by the bidder and governed by terms of the bidder's employment and the selected bidder shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the Anchor Bank by the employees/ sub-contractor of the selected bidder.

c. The selected bidder shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The selected bidder shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the bidder at member Bank establishments / ATM sites and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for aforesaid tender.

No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company shall hold the Bank, its successors, Assignees and Administrators 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 your employees, agents, contractors, subcontractors etc. However, the bidder selected would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

22. Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

23. Privacy & Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the

details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

24. Compliance with Laws

- a. The selected bidder hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected bidder has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The bidder shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.
- c. If at any time during the term of this Agreement, if Anchor Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the Anchor Bank and the bidder, which proves to be unsatisfactory to the Anchor Bank, then the Anchor Bank shall be entitled to terminate this Agreement by giving not less than 630 days notice in writing.
- d. Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.

The selected bidder and its sub-contractors should adhere to RBI guidelines related to the mentioned Scope of Work as issued from time to time. An undertaking in the company letterhead of the selected bidder has to be submitted in this regard.

25. Right to incorporate Changes

The Bank reserves right to incorporate changes in the application/project if new feature is implemented by Government and/or Bank's competent authority etc. and should be part of scope including the necessary customization.

26. Guarantees

Selected bidder should guarantee that all the material/man power as deemed suitable for the scope as defined under this document, are licensed and legal.

27. Audit by Third Party

Bank at its sole discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank. The audit charges shall be borne by the selected bidder.

28. Preliminary Scrutiny

Anchor Bank will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

Anchor Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and Anchor Bank reserves the right for such waivers.

29. Resolution of Disputes

The selected Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between authorised officer / of BANK and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held at City of Head office of Individual member Bank in India) and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator and the two appointed arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing.

The arbitrators shall hold their sittings at City of Head office of Individual member Bank in India. The arbitration proceedings shall be conducted in English language.

Subject to the above, the courts of law at Kolkata alone shall have therein respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The selected Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorized personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be at city of Head office of member Bank.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed

to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The courts of city of Head office of member Bank alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

Notwithstanding anything contained hereinbefore it is made clear that in the event of any dispute between the selected Vendor and any of the Member Banks arises during the continuance of the arrangement such dispute shall be resolved between the selected Vendor and the said Member Bank and neither the Anchor Bank nor any of the other Member Banks shall held responsible and/ or liable for such dispute.

30. Exit Option and Contract Re-Negotiation

The Bank reserves the right to withdraw the order or Re-Negotiate at any point of time, in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / work order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the product from third-party suppliers, in case such product is available at a lower price and the Selected Bidder's offer does

not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

31. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to terminate the SLA and/or declare a firm ineligible, either indefinitely or for a stated period of time, if it is found that the vendor was itself engaged in corrupt or fraudulent practices in competing for or in executing the contract.

32. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving **Thirty (30) days** prior written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice i.e. within the cure period of 30 days.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or

composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

- Delay in completing commissioning / implementation and acceptance tests/checks beyond the specified periods
- The selected vendor goes into liquidation, voluntarily or otherwise
- The selected vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- An attachment is levied or continues to be levied for a period of seven days on the vendor
- The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed
- Deductions on account of liquidated damages/penalty exceed more than 10% of the total work order
- In case the selected vendor fails to deliver the resources as stipulated in the delivery schedule, BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected vendor.

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

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

33. Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

34. Termination for Default

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

35. Termination for Convenience

Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience for any reason what-so-ever.

36. Effect of Termination

- a) In the event of termination of the SLA due to any cause whatsoever, [whether consequent to the expiry of stipulated terms of the Contract or otherwise], Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor vendor to take over the obligations of the erstwhile vendor in relation to the execution/continued execution of the scope of the contract.
- b) In the event that the termination of the SLA is due to the expiry of the term of the SLA, a decision not to grant any (further) extension by Bank, the vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the services(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the SLA that are expressly or by implication intended to come into or continue in force on or after such termination.

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the selected bidder to the Bank or its

designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ work order should be applicable for reverse transition services.

The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ work order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain fixed.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

37. Arbitration

All dispute or differences whatsoever arising between the selected bidder and the Bank out of or in relation to the construction, meaning and operation, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the

Bank, to the Selected bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at City of Head office of Individual member Bank in India.

38. Applicable law & Jurisdiction of court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at City of Head office of Individual member Bank in India. (with the exclusion of all other Courts).

39. Limitation of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the cost of ownership. This limit shall not apply to third party claims for

- a) IP Infringement indemnity.
- b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, total cost of ownership at any given point of time, means the aggregate value of the work orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c) Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ work order

40. No Set-off, counter-claim and cross claims

In case the Successful Bidder has any other business relationship with member Banks, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, Bank shall have such rights against the Successful bidder.

41. Bank's Right

Bank reserves the sole right to itself for including any addendum to this entire bid process. The bidder shall not claim as a right for requiring Bank to do the aforesaid.

42. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written mutual consent signed by both the Parties i.e. the Successful Bidder and Bank. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment/ modification etc. in the

Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/ or to give effect to any modifications, amendments or fresh guidelines issued/ imposed by RBI.

43. Adoption of Integrity Pact:

Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a) Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b) Principal to treat all bidders with equity and reason.
- c) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e) Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. **Format of IP is attached as Annexure-H for strict compliance.**

The following Independent External Monitors (IEMs) have been appointed by Anchor Bank, who will review independently and objectively, whether and to what extent

parties have complied with their obligation under the pact.

- a) Shri S R Raman
1A-121, Kalpataru Gardens
Near East-West Flyover
Kandivali East, Mumbai - 400101
E-mail:- raman1952@gmail.com

b) Ms Vijayalakshmi R Iyer
Flat No. – 1402, Barberry Towers,
Nahar Amrit Shakti,
Chandivali, Powai, Mumbai – 400072
E-mail:- vriyer1955@gmail.com

The Integrity Pact should be stamped as per the stamp law of respective state and duly signed with seal on all pages in presence of two witnesses.

44. Non-disclosure

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

- a. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the successful bidder will strictly maintain the secrecy of Bank's data.

(Tender offer forwarding letter)**Tender Ref. No.: DIT/BPR&BTD/OA/2074/2019-20****Date: 14/08/2019**

To
The General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Sub: RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points RFP REF NO: DIT/BPR&BTD/OA/2074/2019-20 Date: 14/08/2019

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer to UCO Bank (on behalf of member bank) that intends for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points and will be Providing Services mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to the process of UCO Bank for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points as per your work orders.

In the event of our selection by the Bank for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points, we will submit a Performance Guarantee for a sum equivalent to Rs.8,00,00,000.00 (Rupees eight crore only) to Anchor Bank to be valid for a period of Three years plus three month notice period in favor of UCO Bank effective from the month of execution of Service Level Agreement or successful go live whichever is earlier.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of 180 days.

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

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission.

Dated this ____day of _____2019

Signature: _____

(In the Capacity of) _____

(Detailed Scope of Work)

S#	Feature in the System	Bidders Comments (Y/N)
A	Call Centre	
1	The Call Centre Solution should be capable of Customer Grievance Redressal mechanism i.e. registering the customer grievance details in the application, which can forward the grievance to respective Banks	
2	For calls related to Bank's specific system e.g. Hotlisting of cards, Accounts related information, etc., Routing the calls to respective Bank through integration of Common Call Centre with the existing call centre of the Bank.	
3	The Call Centre Solution should be capable tracking status up to final closure. The Call Centre Solution should be capable to integrate with existing grievance redressal modules implemented in the individual bank	
4	Outbound automated calls for Promotion of Government Schemes such as PMJDY, PM Kisan Samman Nidhi, APY etc. / Promotion of Digital Payment Platforms/ Educating customers about Security features & advisory to be followed while using Banking Products.	
B	Common Web Portal	
1	For Customers – Option to lodge and track service request / grievances for Door Step Banking, link of individual Bank's portal.	
2	For Customers – Option to route call / hyperlink (know number) of member Bank's call center.	
3	For Banks – Dashboard for the Banks with options to see the calls related to respective Banks, access the MIS and grievance	
C	Common Mobile APP	
1	Option to lodge and track service request / grievances for Door Step Banking.	
2	In app provision to dial toll free number of member Banks	
3	Icon /Hyperlink of Mobile Banking App of each member Bank.	
D	Service Request Handling Application	
1	As this Interface is to be- used by the Call Center Executive, Number of Screens and Data input fields are to be kept minimum, form will be approved by the Bank	

2	Citizen Service request shall also be handled through Web/Mobile Application which has to be developed by Vendor	
3	Each Call Center executive will enter into the application using their login and password. Executives will have landing page where he can (i)add service request or (ii) add complaint with reference to existing service request (iii) search/track existing service request and answer query (iv) lodge and initiate process related to services where Agents are not required (viz. card hot listing etc.) The team leader will have separate landing page where he/she can see the call details of other executives be it query or complaint or new service request. Team leader may forward the complaint to respective officer via e-mail/SMS	
4	All the entries will be automatically time-stamped	
5	Each call will have unique topology and id. For ex- Service request will start with SRDDMMYY(Bank Code-xx) xxxx, complaint will start with CPDDMMYY(Bank Code -xx) xxxx, Query will start with QRDDM MVY(Bank Code -xx)xxx.	
6	Search can be done on the basis of various attributes such as- Mobile number, Service Request id, Name, UID etc	
7	All the details with reference to the caller, requested service, preferred time of visit etc. has to be captured on this application. All the fields will have basic auto-validations	
8	There should be an Eligibility Test Mechanism in the interface at the Call Centre by which the executive will be able to check genuineness of caller.	
9	Also develop a mechanism for inclusion of any new query of applicant into the existing FAQ. Alerting system for every SLA breach has to be there.	
10	The complaints with reference to any services have to be captured against service request id.	
11	The status of application should be updated on this application on real time basis. If a citizen enquires about status of service, the call center executives should be able to provide status of application at any time	
12	The service request allocation to Agent as per. predefined rule should be done using this application.	
13	The development of an application that would provide a stage wise update to the citizen regarding the progression in the service delivery process.	
14	Feedback call to be conducted by call center executive after the delivery of the service to the customers.	
15	Also develop a mechanism for inclusion of any new query of applicant into the existing FAQ. Alerting system for every SLA breach has to be there.	
E	Service Delivery Application Interface	

1	The application should be platform agnostic i.e. supporting all platform viz. Android / IOS / Windows etc.	
2	The application should support Single Sign-On for all Bank's applications Payment Gateway, Payment Wallet integration.	
3	The application should Integrated with NPCI for Aadhaar based Biometric Authentication.	
4	The application should Integrated with Bank's other related Applications.	
5	The application has to be integrated with member Bank's SMS gateway for sending updates to customers.	
6	Every Agent will be provided their secured login id & password.	
7	Home Screen of the Agent application should have following components	
	(i) Daily To- Do List	
	(ii) Service fulfillment form against Service Request id	
	(iii) FAQ	
	(iv) Raise Grievance	
	(v) Role based MIS etc.	
8	After login, Agent should be able to view the daily planner for scheduled activities. This should be in sync to delivery time as chosen by citizens against their service request id. Daily planner will raise alerts to the Agent.	
9	Service Request handling application will push the new service requests to Agents as per predefined rule through this application. Once assigned, Agent should be able to view the filled data by call Center Executive, Applicant's Contact Details, Requested Service Details, Scheduled Time of visit etc.	
10	Agent may call in case of rescheduling and update it accordingly.	
11	Agent will login to the wrapper interface (i.e. interface page for each respective Bank) following which the s/he may select requested service and then it will be redirected to the Bank's application interface	
12	The application or the agent must not store any user information anywhere except in designated server.	

13	Upon submission of application, Bank's service charge will be lien marked in the in the account of customer. After successful completion of service request, charges will be debited and deposited to respective Bank's Pool Account. Service request will be accepted only if lien marking is possible in the account by the Bank. In second phase of implementation, Agent shall collect the said charges for the required service in cash, if citizen has no account with the Bank. Same shall be deposited electronically in the account of respective Bank through the Agents account on the spot.	
14	All the transaction and payment details should be properly logged. For every financial transaction that is carried out by the Agent, receipt must be provided to the citizen in the form of an SMS prompt or through a Micro-ATM / POS (Point of Sale) machine.	
15	All the entries done by the Agent should be time-stamped, Geotagged and should be enforced by application. This data should be available in the respective Bank's MIS.	
16	Different layers viz. Bank Admin, Supervisors, Agents etc. will have role based access.	
17	All 100 centres must have at least one Supervisor in each centre along with one dedicated Project Manager in each centre.	
18	The application should generate payment receipt as per prescribed format.	
19	All change requests have to be fulfilled without any additional fee. At any instant of time, The Bank may change work-flow or add some SMS or tracking or add new module without any additional cost.	

General Details of the Bidder**A. Profile of Bidder**

1. Name of bidder:
 - Location
 - Regd. Office:
 - Controlling Office:
 - Constitution
 - Date of incorporation & Date of Commencement of business:
 - Major change in Management in last three years
 - Names of Banker /s
 - Name and contact details of authorized signatory:

B. Financial Position of Bidder for the last three financial years

	2016-17	2017-18	2018-19
Net Worth			
Annual Turnover			
Net Profit (PAT)			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

1. Description of service :
 - Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches
2. Details of Experience in the field of RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points.

PSU Organization/BFSI		
Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders and references

Place : _____

Date: _____

Signature of Bidder: _____

Name : _____

Business Address: _____

Original Solution Developer Authorization Form (OAF)

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

We **(Name of the OSD)** who are established and reputable manufacturers/Developer of having offices at and do hereby authorize M/s..... (who is the bidder submitting its bid pursuant to the Request for Quote issued by UCO BANK on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Quote received from your bank by the Bidder and we have duly authorised the Bidder for this purpose.

We hereby extend our guarantee/ warranty as per terms and conditions of the RFP No and the contract for the equipment and services offered for supply against this RFP No by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No. in respect of such equipment and services.

Yours Faithfully

Authorized Signatory

(Name:

Phone No.:

Fax:

E-mail :)

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

Commercial Bid**Table – 1****(Service Calls where allotment of DSB Delivery Agent is not required)****(Amount in Rs.)**

Sl. No.	Item Description	Unit Rate**	Tentative quantity of calls per annum*	Total Cost#
		A	B	C=A*B
	Calls pertaining to Universal Call Centre where allotment of Agent is not required		50,00,000	
	Total cost			

* The quantity referred above is arbitrary. Actual quantity of services to be rendered may be more or less.

Exclusive of all Taxes

Note: Unit Rate shall not exceed Rs. 5/- per successful call for entire contract period

TABLE – 2

(Service Calls where allotment of DSB Delivery Agent is required)

(Amount in Rs.)

Sl. No.	Item Description	Unit Rate**	Tentative quantity of services per annum*	Total Cost#
		A	B	C=A*B
	Non Financial services		50,00,000	
	Financial services		50,00,000	
	Total cost		100,00,000	

* The quantity referred above is arbitrary. Actual quantity of services to be rendered may be more or less.

** In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.

Exclusive of all Taxes

Above rates shall be reviewed annually.

Note: Unit Rate shall not exceed Rs. 75/- per call in any category for entire contract period.

TABLE - 3**(Amount in Rs.)**

Sl. No.	Item Description	Unit Rate**	Tentative quantity of services per annum*	Total Cost#
		A	B	C=A*B
1	Total of TABLE -1			
2	Total of TABLE -2			
3	Total cost of Ownership (SI#1 + SI#2)			
4	Total Cost of Ownership (SI # 3) in words			

* The quantity referred above is arbitrary. Actual quantity of services to be rendered may be more or less.

** In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.

Exclusive of all Taxes

We confirm that: -

1. Rate quoted above are inclusive of all cost required for IT Infrastructure, development, deployment and maintenance of all software, engagement recruitment, training, facilitation and end to end operations, Agents (including payment of remuneration to Agents) as well as coordinate with corresponding Banks
2. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
3. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
4. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the "highest of all bid" cost and will arrive at the TCO.
5. In case of any discrepancy between figures & words, the amount in words shall prevail.
6. Payment will be based on actual call completed on monthly basis.
7. The unit rates are freezed for initial period of 12 months from date of opening of commercial bids and thereafter rates will be finalised subject to annual review of rates. However, unit rate should not exceed as mentioned in table 1 & table 2.
8. The bidder has to quote the above prices in Indian rupees only, excluding taxes. Applicable taxes are payable extra at actuals. The prices should be exclusive of all taxes i.e. GST (CGST/SGST/IGST) which will be payable at actual applicable at the

time of invoicing.

9. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
10. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
11. Lowest Bidder (L1) will be determined on Grand Total for the period of contract i.e. 3 years (Total Cost of Ownership, i.e. TCO).
12. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
13. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
14. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
15. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 14.08.2019 and subsequent pre-bid and amendments.

Company Seal

Authorized Signatory

Date

Name & Designation:

Commercial Bid (Masked)**Table – 1****(Service Calls where allotment of DSB Delivery Agent is not required)****(Amount in Rs.)**

Sl. No.	Item Description	Unit Rate**	Tentative quantity of calls per annum*	Total Cost#
		A	B	C=A*B
	Calls pertaining to Universal Call Centre where allotment of Agent is not required	XXXXXXXX	50,00,000	XXXXXXXX
	Total cost	XXXXXXXX		XXXXXXXX

* The quantity referred above is arbitrary. Actual quantity of services to be rendered may be more or less.

Exclusive of all Taxes

Note: Unit Rate shall not exceed Rs. 5/- per successful call for entire contract period

TABLE – 2

(Service Calls where allotment of DSB Delivery Agent is required)

(Amount in Rs)

Sl. No.	Item Description	Unit Rate**	Tentative quantity of services per annum*	Total Cost#
		A	B	C=A*B
	Non Financial services	XXXXXXX	50,00,000	XXXXXXX
	Financial services	XXXXXXX	50,00,000	XXXXXXX
	Total cost	XXXXXXX	100,00,000	XXXXXXX

* The quantity referred above is arbitrary. Actual quantity of services to be rendered may be more or less.

** In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.

Exclusive of all Taxes

Note: Above rates shall be reviewed annually.

Note: Unit Rate shall not exceed Rs. 75/- per call in any category for entire contract period.

TABLE - 3**(Amount in Rs.)**

Sl. No.	Item Description	Unit Rate**	Tax	Total Cost#
		A	B	C=A*B
1	Total of TABLE -1	Xxxxxxx	xxxxxxx	xxxxxxx
2	Total of TABLE -2	Xxxxxxx	xxxxxxx	xxxxxxx
3	Total cost of Ownership (SI#1 + SI#2)	Xxxxxxx	xxxxxxx	xxxxxxx
4	Total Cost of Ownership (SI # 3) in words	Xxxxxxx	xxxxxxx	xxxxxxx

* The quantity referred above is arbitrary. Actual quantity of services to be rendered may be more or less.

** In each category, for increase of 20% in total call per annum; unit rate shall reduce by quantum of 10% of quoted rate.

Exclusive of all Taxes

Note: Above rates shall be reviewed annually.

We confirm that: -

1. Rate quoted above are inclusive of all cost required for IT Infrastructure, development, deployment and maintenance of all software, engagement recruitment, training, facilitation and end to end operations, Agents (including payment of remuneration to Agents) as well as coordinate with corresponding Banks
2. The calculation for arriving at TCO is properly mentioned in the appropriate columns and we also confirm that the above mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon our company.
3. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
4. If cost of any item is left blank then bank will follow the system of normalization, where it will insert the "highest of all bid" cost and will arrive at the TCO.
5. In case of any discrepancy between figures & words, the amount in words shall prevail.
6. Payment will be based on actual call completed on monthly basis.
7. The unit rates are freezed for a period of 3 years.
8. The bidder has to quote the above prices in Indian rupees only, excluding taxes. Applicable taxes are payable extra at actuals. The prices should be exclusive of all taxes i.e. GST (CGST/SGST/IGST) which will be payable at actual applicable at the time of invoicing.

9. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
10. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
11. Lowest Bidder (L1) will be determined on Grand Total for the period of contract i.e. 3 years (Total Cost of Ownership, i.e. TCO).
12. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
13. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
14. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
15. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 14.08.2019 and subsequent pre-bid and amendments.

Company Seal

Authorized Signatory

Date

Name & Designation:

Checklist Document for Eligibility Criteria Compliance

Sl. No	Criteria	(Proof of documents required / must be submitted)	Compliance (Y/N)
1	Bidder should be a company registered under Companies Act 1956 and Companies Act 2013 since the last three years as on RFP submission date.	Certificate of incorporation & commencement of Business (whichever applicable), CIN/DIN /Credit report/ GSTIN should be submitted. The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the eligibility bid.	
2	The Bidder should have minimum annual turnover of Rs. 25 Crores per year during the last three financial years (2016-17, 2017-18 & 2018-19). In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2016-17, 2017-18 and 2018-19) should be submitted along with Auditor's Certificate. (Chartered Accountant certified Provisional balance sheet for 2018-19 to be submitted for those bidders who do not have audited balance sheet and Profit & Loss statement for 2018-19).	
3	The bidder should have positive net-worth in last three financial years (i.e. 2016-17, 2017-18 & 2018-19)	Copies of the audited balance sheets of the company showing positive net-worth of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Auditor's Certificate. (Chartered Accountant certified Provisional balance sheet for 2018-19 to be submitted for those bidders who do not have audited balance sheet and Profit & Loss statement for 2018-19).	
4	Bidder should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in	Self-declaration to this effect on the company's letter head should be submitted. Bidder has to submit a Declaration in the format as mentioned in the Annexure –	

	India as on date of RFP submission) any bank / institution in India.	K.	
5	The bidder / any partner should be in business of providing Business Correspondent / Banking agent / doorstep services for at least 3 years and have availability of delivery channel and must have provided services in India as on date of submission of bid.	Letter from client/ Agreement with the client along with respective purchase order to this effect is to be submitted.	
6	The bidder / any partner should be in business of providing Call Centre / Web Portal / Banking Mobile App related solution for at least 3 years in India as on date of submission of bid.	Letter from client/ Agreement with the client along with respective purchase order to this effect is to be submitted.	
7	The bidder / any partner should have proper support organization structure for each cluster of 10-15 Sub Service Areas to carry out the Banking Agent activity successfully	Details of Support organization structure is to be provided.	
8	Bidder should submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/regulatory bodies etc.	An undertaking on the letterhead of the company has to be submitted.	

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Duly signed and stamped photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. UCO BANK reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

PROFORMA FOR PERFORMANCE GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's work order/ Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO Bank and the Vendor for a period of In pursuance of Request for Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We, [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during

the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

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 (date of expiry of Guarantee including claim period).

8. Dated the day of for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorized Official.

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s_____ represented by_____ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for 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 Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles: -

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, 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.

- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):

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

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer'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 during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers 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.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be

held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Work order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Work order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Work order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Work order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Coal

India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11. Independent External Monitor(s)

11.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

11.3 The Bidder(s) / Seller(s) if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.

11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11.7 The word “**Monitor**” would include both singular and plural.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India or City of Head office of Individual member Bank in India..

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration.

14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank.

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign this Integrity Pact at _____ on _____
(Seller/Bidder) and _____ on _____ (Buyer)

BUYER

Signature:
Authorised Signatory,
UCO Bank,

Place:
Date:
Witness 1:
(Name & Address)

BIDDER * /SELLER*

Signature:
Authorized Signatory (*)

Place:
Date:
Witness 2:
(Name & Address)

Format of Pre-Bid Queries to be submitted by the Bidder(s)

To be e-mailed in .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

Format of Bank Guarantee (EMD)

To

**The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

In response to your invitation to respond to your **Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019**, M/s _____ having their registered office at _____ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for **Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019**.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head Office _____ hereby irrevocably guarantee an amount of **Rs. 50 Lacs (Rupees Fifty Lacs Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently between Bank and the Bidder.

We undertake to pay immediately on demand to Anchor BANK the said amount of Rupees Fifty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 50.00 Lacs only** (Rupees Fifty Lacs Only).
2. This Bank guarantee will be valid up to _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)

Undertaking to be given by the Bidders

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir(s),

Sub: Request for Proposal (RFP) for “Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points” vide “RFP Ref No: DIT/BPR&BTD/OA/2074/2019-20 Dated 14/08/2019”

- a. We, M/s _____, the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment as required within stipulated time.

We, M/s _____, the undersigned, hereby confirm that we will supply the Hardware/ Software/ Call Centre Services/ Applications/ Manpower etc with good service as mentioned herein technical specifications.

(Signature & the capacity of the person duly authorized to sign the bid for and on behalf of)

Undertaking to abide by all By-Laws / Rules / Regulations

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001. (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the **RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019** including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/ regulatory bodies etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 20 _____.

Place:

For M/s.

.....

Undertaking by the bidder

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019 We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Undertaking Letter to the Bank on the Vendor's Letterhead

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

(Proforma of letter to be given by all the Bidder participating in the Bank for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points RFP on their official letterheads.)

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064.

Dear Sir,

Sub: RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by 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 tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby confirm that we are agreeable to provide services as per SLA for a period of 3 years, extendable by another 2 years on base of performance. All the Annexure with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

The price quote in the commercial template in Annexure – E valid for a period of 180 days from date of opening of commercial bid.

Yours faithfully,

Authorized Signatory:

Designation:

Bidder's corporate name:

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws.

**To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064**

Dear Sir,

Sub: RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard.

(Proof of compliance and labour license needs to be submitted along with the quotation).

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking Letter on the vendor's letterhead for GST Law

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Sub: RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019

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

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Undertaking format for Manufacturer Authorization letter

To
The Deputy General Manager
DIT, BPR & BTD
UCO Bank, Head Office
5th Floor, 3&4, DD Block, Sector-I
Salt Lake, Kolkata -700064

Dear Sir,

Sub: RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019

We _____ (Name of the Manufacturer) who are established and reputable manufacturers of having factories at _____, _____ and _____ do hereby authorize M/s _____ (Name and Address of Bidder) to offer their quotation, pursuant to the Request for Proposal issued by Bank on behalf, to submit a Bid, negotiate and conclude the contract with you for supply of link service provider provided by us against the above invitation for Bid offer from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee and warranty and ATS as per terms and conditions of the RFP No _____ and the contract for the link providing services offered against this invitation for Bid offer by the above firm. We undertake to provide back to back support for the services, in case of failure by the above mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP Ref. No. _____ in respect of such Scope of Work related to us.

Yours Faithfully

Authorized Signatory (Name: Phone No. Fax E-mail)

(Letter to be submitted by the Manufacturer on firm's letter head)

RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019

FINANCIAL CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

This is to certify that M/s_____, a company incorporated under the companies act, 1956/2013 with its headquarters at, _____ has the following Turnover, Net worth and Profit After Tax from its Indian Operations. This information is based on the Audited Financial Statements for 2016-17, 2017-18 and 2018-19.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2016-17			
2017-18			
2018-19			

Date:

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company

RFP for Selection of Service Provider for Implementation of Door Step Banking Services through Universal Touch Points vide RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 dated 14/08/2019

NON-DISCLOSURE AGREEMENT

(To be executed on non-judicial stamp paper of requisite value)

This Non-Disclosure Agreement is entered into on this day of..... 2019

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**
(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is *inter alia* engaged for Door Step Banking Services (DSB) through Universal Touch Points (UTP) as per the terms and conditions specified in the RFP Ref No. DIT/BPR&BTD/OA/2074/2019-20 Date: 14/08/2019. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Implementation of Door Step Banking Services (DSB) through Universal Touch Points (UTP)

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

- (a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- (b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- (c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- (d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) 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.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such

case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a

period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected vendor)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(the selected vendor)

Signature: _____

Name: _____

Designation: _____

Date: _____

Technical Bill of Material

Sl#	Item / Services	Quantity	Detail specification / services offered
1	Central System Configuration		
	i Hardware		
	ii. Software		
	iii. Bandwidth		
	Iv Security Appliance		
	v. Other infrastructure		
2	Mobile APP		
	i. System Design		
	ii. Platform Detail		
	Integration API		
3	Call Center		
	Architecture Design		
	Agent Strength (Dedicated / Shared)		
	Call handling Capacity		
	Integration with Central Server / Banks		
4	Web Portal		
	System Design		
	Platform Detail		
	Integration API		
5	Hand Held Device for Agents		
6	Integration APIs		
7	Security Design and Measures		
8	Integration with NPCI for AEPS / NFS transactions		
9	Monitoring and Reporting Tools		
10	Centre wise Agents		
	Count		
	Skill Set		

LIST OF 100 CENTRES

Sl No.	Centre	State or UTs	District
1	Greater Mumbai	MAHARASHTRA	MUMBAI
2	DELHI	NCT OF DELHI	NEW DELHI
3	BBMP	KARNATAKA	BANGALORE URBAN
4	Chennai	TAMIL NADU	CHENNAI
5	Hyderabad	TELANGANA	HYDERABAD
6	Kolkata	WEST BENGAL	KOLKATA
7	Pune	MAHARASHTRA	PUNE
8	Ahmadabad	GUJARAT	AHMEDABAD
9	Gurgaon	HARYANA	GURGAON
10	Lucknow	UTTAR PRADESH	LUCKNOW
11	Jaipur	RAJASTHAN	JAIPUR
12	Patna	BIHAR	PATNA
13	Bhubaneswar	ODISHA	KHURDA
14	Noida	UTTAR PRADESH	GAUTAM BUDDHA NAGAR
15	Vadodara	GUJARAT	VADODARA
16	Bhopal	MADHYA PRADESH	BHOPAL
17	Chandigarh	CHANDIGARH	CHANDIGARH
18	Nagpur	MAHARASHTRA	NAGPUR
19	Kochi	KERALA	ERNAKULAM
20	Kanpur	UTTAR PRADESH	KANPUR NAGAR
21	Navi Mumbai	MAHARASHTRA	THANE
22	Thiruvananthapuram	KERALA	THIRUVANANTHAPURAM
23	Dehradun	UTTARAKHAND	DEHRA DUN
24	Indore	MADHYA PRADESH	INDORE
25	Guwahati	ASSAM	KAMRUP METROPOLITAN
26	Surat	GUJARAT	SURAT
27	Ghaziabad	UTTAR PRADESH	GHAZIABAD
28	Ranchi	JHARKHAND	RANCHI
29	Coimbatore	TAMIL NADU	COIMBATORE
30	Thane	MAHARASHTRA	THANE
31	Ludhiana	PUNJAB	LUDHIANA
32	GVMC	ANDHRA PRADESH	VISAKHAPATNAM
33	Faridabad	HARYANA	FARIDABAD
34	Jalandhar	PUNJAB	JALANDHAR
35	Raipur	CHHATTISGARH	RAIPUR
36	Vijayawada	ANDHRA PRADESH	KRISHNA
37	Allahabad	UTTAR PRADESH	ALLAHABAD
38	Varanasi	UTTAR PRADESH	VARANASI
39	Bidhannagar (M)	WEST BENGAL	North Twenty Four Parganas
40	Jammu	JAMMU & KASHMIR	JAMMU

41	Rajkot	GUJARAT	RAJKOT
42	Mangalore	KARNATAKA	DAKSHIN KANNAD
43	Agra	UTTAR PRADESH	AGRA
44	Amritsar	PUNJAB	AMRITSAR
45	Mysore	KARNATAKA	MYSORE
46	Nashik	MAHARASHTRA	Nashik
47	Meerut	UTTAR PRADESH	MEERUT
48	Kalyan-Dombivli	MAHARASHTRA	THANE
49	Jabalpur	MADHYA PRADESH	JABALPUR
50	Dhanbad	JHARKHAND	DHANBAD
51	Jodhpur	RAJASTHAN	JODHPUR
52	SRINAGAR	JAMMU & KASHMIR	SRINAGAR
53	Sambalpur	ODISHA	SAMBALPUR
54	Panchkula	HARYANA	PANCHKULA
55	Madurai	TAMIL NADU	MADURAI
56	Jamshedpur	JHARKHAND	PURBI SINGHBHUM
57	Pimpri Chinchwad	MAHARASHTRA	PUNE
58	Gandhinagar	GUJARAT	GANDHINAGAR
59	Udaipur	RAJASTHAN	UDAIPUR
60	Thrissur	KERALA	THRISSUR
61	Chaibasa	JHARKHAND	Pashchimi Singhbhum
62	Hubli-Dharwad	KARNATAKA	DHARWAD
63	Gorakhpur	UTTAR PRADESH	GORAKHPUR
64	Aurangabad	MAHARASHTRA	AURANGABAD
65	Gwalior	MADHYA PRADESH	GWALIOR
66	Tirupati	ANDHRA PRADESH	CHITTOOR
67	Tiruchirappalli	TAMIL NADU	TIRUCHIRAPALLI
68	Patiala	PUNJAB	PATIALA
69	Panaji	GOA	NORTH GOA
70	Haora	WEST BENGAL	HAORA
71	Cuttack	ODISHA	CUTTACK
72	Asansol	WEST BENGAL	PASCHIM BARDHAMAN
73	Kota	RAJASTHAN	KOTA
74	Bilaspur	CHHATTISGARH	BILASPUR
75	Bareilly	UTTAR PRADESH	BAREILLY
76	Ajmer	RAJASTHAN	AJMER
77	Shimla	HIMACHAL PRADESH	SIMLA
78	Kozhikode	KERALA	KOZHIKODE
79	SAS NAGAR	PUNJAB	SAHIBZADA AJIT SINGH NAGAR
80	Belgaum	KARNATAKA	BELGAUM
81	Shillong	MEGHALAYA	EAST KHASI HILLS
82	Guntur	ANDHRA PRADESH	GUNTUR
83	Aligarh	UTTAR PRADESH	ALIGARH
84	Salem	TAMIL NADU	SALEM
85	Vasai-Virar City	MAHARASHTRA	PALGHAR
86	Rohtak	HARYANA	ROHTAK

87	Puducherry	PUDUCHERRY	PUDUCHERRY
88	Margao	GOA	SOUTH GOA
89	Warangal	TELANGANA	WARANGAL URBAN
90	Bhilai Nagar	CHHATTISGARH	DURG
91	Durgapur	WEST BENGAL	PASCHIM BARDHAMAN
92	Anand	GUJARAT	ANAND
93	Agartala	TRIPURA	WEST TRIPURA
94	Moradabad	UTTAR PRADESH	MORADABAD
95	Jamnagar	GUJARAT	JAMNAGAR
96	Bhavnagar	GUJARAT	BHAVNAGAR
97	Mira-Bhayandar	MAHARASHTRA	THANE
98	Siliguri	WEST BENGAL	DARJILING
99	Kolhapur	MAHARASHTRA	KOLHAPUR
100	Jhansi	UTTAR PRADESH	JHANSI