

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF CORPORATE BUSINESS
CORRESPONDENT (CBC) ENTITIES
FOR BC MANAGEMENT SERVICES
HYBRID MODEL (KIOSK & MOBILE)

RFP Reference No.	CO/FID/CBCRFP/1/2023-24
RFP Issuance Date	31/08/2023
Date and Time of Pre-Bid Meeting	14/09/2023 at 11.00 A.M
Last Date for Receipt of Bids	17/10/2023 at 2.00 P.M
Date and Time of Opening of Bids	17/10/2023 at 2.30 P.M

Issued By:

Financial Inclusion Department,
Indian Bank, Corporate Office, 1st Floor,
Post Box No.5555, 254-260 Avvai Shanmugam Salai,
Royapettah, Chennai- 600014.

Phone: +91-44-2813- 4507/4526/4529

Email: cofid@indianbank.co.in

Website: <https://www.indianbank.in>

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Preface

This RFP document is divided into two Parts.

Part-1: Schedule A to H

Part-2: Section- 1 to 8

The sections are meaningfully segregated for better understanding of the RFP document. The Section headings or any other headings do not have any contractual sequence and submission of bid to this RFP should be based on total understanding of this RFP document.

Part-1:

SCHEDULE A	: Important Dates and Information on RFP Submission
SCHEDULE B	: Definitions
SCHEDULE C	: Abbreviations
SCHEDULE D	: Brief About RFP
SCHEDULE E	: Disclaimer
SCHEDULE F	: Adoption and Implementation of Pre-Contract Integrity Pact
SCHEDULE G	: Overview of Indian Bank
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Part-2:

SECTION 1	: Invitation for Bid
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SECTION 3	: Scope of Work
SECTION 4	: Terms and Conditions
SECTION 5	: Eligibility Criteria
SECTION 6	: Pricing of BC Management Services and Payment Terms
SECTION 7	: Format of Model Agreement / Service Level Agreement (SLA)
SECTION 8	: Check List of Documents to be submitted and Annexure Formats (I to XXV) & Appendix Formats (I, II)

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**REQUEST FOR PROPOSAL (RFP)
EMPANELMENT OF CORPORATE BUSINESS
CORRESPONDENT (CBC) ENTITIES
FOR BC MANAGEMENT SERVICES**

Part-1

SCHEDULE-A

Important Dates and Information on RFP Submission **(Offline Mode Only)**

Sl. No.	Particulars	Timeline
1	Issuance Date of RFP	31/08/2023
2	Last Date for receiving Pre-Bid queries /clarifications	11/09/2023 Pre-Bid Query Format is given at Appendix-II
3	Cost of RFP	<p>Non-refundable Rs.50,000/- (Rupees Fifty Thousand only) that can be transferred through e-transfer viz., NEFT/RTGS/IMPS/UPI etc. one day prior to pre-bidding meeting date, towards cost of bid document in the following account number:</p> <p>Account No. : 743848138 Account Name : Indian Bank, Head Office Technology Management Department-II</p> <p>IFSC Code : IDIB000H003 Branch : Harbour</p> <p>Narration / Ref. shall be "CO:FI CBC RFP Cost - <Name of the Bidder>"</p> <p>Alternatively, Bidders can send in the form of Account Payee DD favouring "Indian Bank" payable at Chennai. (Scanned copy of DD to be submitted Prior to Pre-Bid Meeting)</p> <p>Mode of Submission: (Online for e-transfer/ Offline for DD) Micro and Small Enterprises (MSE) / Startups (recognized by DPIIT) Bidders, please refer Instruction to Bidders in Section-2 of this RFP.</p>
4	Pre-Bid Meeting Date and Venue Details	14/09/2023 at 11.00 A.M through virtual / physical mode. Bidders willing to participate in pre-bid meeting need to submit their details at cofid@indianbank.co.in on or before 12/09/2023. The interested Bidders who have

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Royapettah, Chennai-600014.

		<p>not transferred the Cost of RFP through online means shall have to send the scanned copy of DD through e-mail as above one day prior to pre-bid meeting date.</p> <p>Bidders who have not submitted Non-Refundable Cost of RFP either the scanned copy of DD through e-mail or transferred Rs.50,000/- (Rupees Fifty Thousand Only) shall not be called for pre-bidding meeting.</p> <p>Details of virtual/physical meeting would be communicated via e-mail to interested bidders separately.</p>
5	Last Date of Submission of Bid / Closing Date in Offline Mode & Opening of Bids	<p>17/10/2023 at 2.00 PM</p> <p>The RFP bid document should be submitted in a sealed outer envelope addressed to the Bank at the Address given below and delivered at the below address: Assistant General Manager (FI), Indian Bank, Corporate Office, Financial Inclusion Department, First Floor, PB No.:5555, 254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600014.</p> <p>The Cost of RFP as Account Payee DD favouring "Indian Bank" payable at Chennai (Only for Bidders who have not transferred online) should be sent along with the RFP Bid documents.</p>
6	Documents to be submitted physically by Bidders (Offline Mode)	<ol style="list-style-type: none"> 1. Account Payee DD favouring "Indian Bank" payable at Chennai towards Cost of Bid Document. (Only for Bidders who have not transferred online) 2. Bid Security (EMD) for Rs.50,00,000 (Rupees Fifty Lakhs Only) to be submitted in the form of Bank Guarantee (issued by a nationalised/scheduled commercial bank (other than Indian Bank) as per

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		<p>details mentioned in this RFP.</p> <p>3. Pre-Contract Integrity Pact</p> <p>4. All documents as per Checklist of documents given at Section-8 of this RFP.</p>
7	Bid Opening Date	17/10/2023 at 2.30 P.M
8	Date, Time, Venue of Presentation / Demo by eligible bidders (Bidders who qualify CBC's eligibility criteria shall be called for Presentation/Demo)	Date and mode shall be intimated separately by the Bank through email.
9	Offline Bid Submission Details	This Bidding Process of RFP shall be through offline mode only. Eligible Bidders who have not submitted complete details as per Point no.6 and all the documents sought in this RFP shall not be allowed to participate in Bidding. Their application shall be rejected summarily.
10	RFP Co-ordinator(s)	<p>Shri. Sujay Kumar, Assistant General Manager (FI), Indian Bank, Corporate Office, Financial Inclusion Department, First Floor, PB No.:5555, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014.</p> <p>Shri. S Somasundaram Chief Manager, Indian Bank, Corporate Office, Financial Inclusion Department, First Floor, PB No.:5555, 254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600014.</p>

The RFP document can also be downloaded from Bank's website:

<https://www.indianbank.in>

Paper publication will be done for the information regarding publishing the RFP.

However, clarifications, modifications, and date of extensions, if any, will be published in Bank's website only.

Note:

1. Indian Bank does not take responsibility of any offers / documents, damaged/lost in transit/delivered at incorrect address prior to receipt of it at its designated office.
2. The Bidding process involves only Technical Bid, ie., Technical Evaluation Process. There shall not be any Commercial Bid. **First** stage of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures and appendices) for which quotation is called for. Bidders shall ensure physical submission of all documents at designated office. Bidders need not submit any commercial bid. Bids submitted by the bidders will be evaluated and only eligible bidders will be called for Presentation / Demo in the **Second** stage.
3. Documents to be sent shall be duly signed by the Authorised Signatory under the seal of the firm / company in every page. Any correction should be authenticated by the same signatory. If in-sufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection.
4. The original RFP (and addendums, if any) needs to be signed with the seal of the firm / company in every page by the bidders and must be submitted along with Bid.
5. Time is as per Indian Standard Time. The above dates and time are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates mentioned above, the Bids shall be opened on the next working day at the same time and place unless communicated otherwise.

The RFP is issued by:

**General Manager (FI),
Indian Bank,
Corporate Office, Financial Inclusion Department,
Post Box No.:5555, 254-260, Avvai Shanmugam Salai, Royapettah,
Chennai- 600014.**

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SCHEDULE-B

Definitions

Application/Proposal	"Application/Proposal" means the offer made by the Applicant as written reply or submission in response to this RFP.
Applicant/Bidder	"Applicant/Bidder" means any eligible entity/Company which applies/submits applications/Proposals in response to this RFP and willing/offering to provide services as a Corporate Business Correspondent/Service Provider (CBCs/SPs) for the Bank pursuant to the terms of this RFP.
Bank	Bank refers to "Indian Bank" including its Branches, Administrative offices, Processing Centers/Hubs, Cells and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks)
Bidder	Any company/entity/organization who bids for offering services as a Corporate Business Correspondents (CBCs) for the Bank pursuant to the terms of this RFP
Bid	The offer made by the Bidder in response to this RFP with respect to the proposal as per terms and conditions in the RFP.
Corporate Business Correspondent (CBC)	CBC Means Corporate Business Correspondents, also referred as Service Providers (SPs), who are entities eligible to act as Corporate BC to Indian Bank for providing BC Management Services under the terms hereof described in the RFP by engaging individual Field Business Correspondents (FBCs) also termed as Business Correspondents (BCs) and managing them on behalf of Bank. They are.
Contract/Service Level Agreement/Agreement	"The Contract/Service Level Agreement/Agreement" means the model agreement/SLA as per IBA format entered between the Bank and the Successful Applicant/Service Provider/CBC as per Section-7 of this RFP, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. The CBC/SPs shall not be entitled to seek any modifications or amendments to any of the terms and conditions of the contract/SLA or other documents/standard formats annexed to this RFP.
Eligibility Criteria	"Eligibility Criteria" means the minimum criteria required to

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	be satisfied by the Applicant to be eligible for engagement as a Corporate Business Correspondent/Service Provider as per guidelines of RBI and more particularly described in this RFP.
Field Business Correspondent (FBC)	Individual BC engaged through Corporate Business Correspondents (CBCs) permitted to provide Basic Banking Services including transactions on behalf of bank as agents in the locations/cluster of villages/areas as allocated and fixed by bank. They are alternatively called Bank Mitras and / or Business Correspondents (BCs).
FID	Financial Inclusion Department of Indian Bank Corporate Office
FI Solution	"FI Solution" means the various hardware & peripherals (including Android based Tab/Tablet/device) used by the BC for implementation of the BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE).
Hybrid Locations under OPEX Model / Commercials	It means combination of both Fixed-Point BC (KIOSK) & Mobile BC in locations under SSA and Non SSA areas as determined by Bank. OPEX Structure means remuneration payable based on volume of enrollment / Transactions / Services as per defined commercials of Bank on periodical basis. The period of payment to CBC and BCs through their respective CBCs shall be Monthly/ Quarterly / Half-yearly which shall be defined in the agreement. Bank has already approved Remuneration/Pricing Structure for all banking activities at BC Channel and the sharing ratio between CBC and FBC shall be at 20:80.
Kiosk	"Kiosk" means fixed service points with a laptop/smart phone/BC Handheld Device, biometric scanner, camera, printer, debit card reader, etc., as per specification as approved by the Bank
Non-Sub Service Area (SSA)	Non- Sub Service Area (SSA) is a cluster of 2-6 villages and is linked to at least one base branch of the Bank. Bank extends banking & financial services in both rural and urban Non-SSAs as per business proposition criteria.
NBFC	"NBFC" means a Non-Banking Finance Company registered under the Companies Act, 1956/2013 in India and offers various financial services but do not have a banking license and regulated as per the laws of India.
RBI	"RBI" means the Reserve Bank of India.

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Services	“Services” means all work/services, to be provided by the Applicant as described in the RFP and include provision of technical assistance, training, certifications, auditing, and other obligation of Service Provider covered under this RFP.
Sub Service Area (SSA)	Sub Service Area (SSA) is a cluster of 2-6 villages and is linked to at least one base branch of the Bank. Bank extends banking & financial services in both rural and urban SSAs as per Statutory/Regulatory requirements.
Any term used in this document and not specifically defined herein will have the same meaning as provided in relevant RBI regulations and/ or RBI/IBA guidelines and in case of any dispute the decision of the Bank shall be final and binding.	

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SCHEDULE-C

Abbreviations

AePS	Aadhaar Enabled Payment System
API	Application Protocol Interface / Application Programming Interface
AI	Artificial Intelligence
BC	Business Correspondent
BF	Business Facilitator
BG	Bank Guarantee
BSBDA	Basic Savings Bank Deposit Account
CAPEX	Capital Expenditure
CBC	Corporate Business Correspondent
CBS	Core Banking System
CSP	Customer Service Point
DBT	Direct Benefit Transfer
DC	Data Center
DR	Disaster Recovery
DES	Data Encryption Standard
DFS	Department of Financial Services
DPIIT	Department for Promotion of Industry and Internal Trade
EBT	Electronic Benefit Transfer
ECS	Electronic Clearing System
EMD	Earnest Money Deposit
FBC	Field Business Correspondents
FI	Financial Inclusion

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GCC	General Purpose Credit Card
GOI	Government of India
GFR	General Financial Rules
IBA	Indian Banks' Association
ICT	Information and Communication Technology
IDRBT	Institute for Development and Research in Banking Technology
ITeFI	IT enabled Financial Inclusion
IPR	Intellectual Property Rights
KCC	Kisan Credit Card
KYC	Know Your Customer
KYE	Know Your Employee
LLP	Limited Liability Partnership
MIS	Management Information System
MEA	Ministry of External Affairs
MSE	Micro and Small Enterprises
MTTR	Mean Time to Restore
NABARD	National Bank for Agriculture and Rural Development
NBFC	Non-Banking Financial Company
NEFT	National Electronic Fund Transfer
NGO	Non-Government Organisation
NPA	Non-Performing Assets
NPCI	National Payment Corporation of India.
NSIC	National Small Industries Corporation
NFIQ	NIST Finger-print Image Quality

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NIST	National Institute for Standards and Technology
NREGP	National Rural Employment Generation Programme
NSC	National Savings Certificate
NSFI	National Strategy for Financial Inclusion
OEM	Original Equipment Manufacturer
OPEX	Operational Expenditure
PIN	Postal Index Number
POT	Point of Transaction
PKI	Public Key Infrastructure
PADSS	Payment Application Data Security Standard
PMJDY	Prime Minister Jan Dhan Yojana
RBI	Reserve Bank of India
RD	Registered Device
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SLA	Service Level Agreement
SSA	Sub Service Area
STQC	Standardization Testing and Quality Certification
SHG	Self Help Group
TAB	Tablet to Be Used in Kiosk/Mobile BC
UID	Unique Identity
UIDAI	Unique Identification Authority of India
VLE	Village Level Entrepreneur

SCHEDULE-D

Brief About RFP

Indian Bank (<https://www.indianbank.in>), a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Corporate Office at Post Box No. 5555, 254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600014, India. The Financial Inclusion Department at Corporate Office (CO: FID) is situated on 1st Floor of Corporate Office at Post Box No.- 5555 254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600014, India.

Indian Bank has 10750 Field Business Correspondents (FBCs) providing Basic Banking Services in SSA and Non-SSA locations engaged through Corporate Business Correspondents (CBCs) entities as on 31.03.2023. Bank intends to appoint/empanel CBC entities for BC Management Services Pan India for existing over 10750 Field Business Correspondents (FBCs) led Locations under OPEX Model along with 6300 proposed new locations during the Financial Year 2023-24 in Pan India with +/- 5% variation. Indian Bank hereinafter called as the **Bank/The Purchaser interchangeably**, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, intends to issue this bid document, hereinafter called Request for Proposal or RFP, to the CBC entities to participate in the competitive technical bidding only towards the selection/empanelment for rendering BC Management Services specified in the Bid Data Sheet, as per specifications and terms and conditions in this RFP. There shall not be any Commercial Bidding to this RFP as commercials/pricing for BC Management Services product/service wise have been finalized bank as per best practice prevalent in the Industry.

A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as “**Bidder / Service Provider / Vendor / Seller / Corporate Business Correspondent (CBC)**” interchangeably which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns.

The Request for Proposal (RFP) invites detailed technical bids from well-qualified eligible entities for their empanelment as Corporate Business Correspondent (CBC) for the purpose of deploying BCs in the field to deliver banking and financial services as

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required by the Purchaser. A CBC entity for Pan India or limited Region/Zones should be capable of deploying Business Correspondent Agents in entire states of India as and when required by the Bank. Empanelment shall be valid for 3 years from the date of execution of agreement with the Bank. Bank intends to empanel/select successful Bidder as CBC for a period of 3 years extendable for further 2 years at the discretion of the Bank under the same terms and conditions or as amended by the Bank, which shall be binding on the Bidder / CBC. Bank shall enter into agreement with only those successful Bidders as CBC on selection for BC allocation. All successful Bidders shall be empaneled with Bank and Bank shall enter agreement with those successful Bidders who shall be allotted BC locations for carrying out BC operations at the discretion of Bank, as and when vacancies arise. Empaneled Bidders shall not have automatic right for BC allocation and Bank at its discretion may or may not execute agreement.

CBCs already empaneled with the Bank, having validity of contract, need not apply.

SCHEDULE-E

Disclaimer

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank or any of their representatives, employees, or advisors (collectively referred to as Bank, hereinafter), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Bank to any party other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals for BC Management as Corporate Business Correspondents (CBCs). This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment from time to time. It does not purport to contain all the information that a Bidder requires. Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

This RFP is not an offer by Indian Bank, but an invitation to receive responses from the eligible applicants. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the duly authorized official(s) of Indian Bank with the selected applicants.

The Bank reserves the right of discretion to change, modify, add to, or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website and it will become part and parcel of RFP. The Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Bank reserves the right to reject any or all the Request for Proposals received in response to

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this RFP document at any stage without assigning any reason whatsoever. Bank reserves its right to cancel / withdraw this RFP process at any stage without assigning any reason to the applicants / bidders. The decision of Bank shall be final, conclusive, and binding on all the parties.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this RFP.

Applicants shall bear all their costs associated with or relating to the preparation and submission of their proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the applicant and Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

Indian Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive, and binding on all the parties.

SCHEDULE-F

Adoption and Implementation of Pre-Contract Integrity Pact (IP) in Bank

As per directives of Central Vigilance Commission (CVC), Bank has adopted and implemented the Integrity Pact. As per the guidelines, in respect of all major procurements which essentially envisages an agreement between the prospective vendors/bidders and the buyer committing the persons /officials of both the parties not to exercise any corrupt influences on any aspect of the contract. The IP envisages a panel of Independent External Monitors (IEMs), who would review whether and to what extent parties, have complied with their obligations.

Vendors/Bidders/Sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the bidders along with technical bid, the offers shall be summarily rejected.

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

The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with successful Bidders will be valid from date IP is signed by both the parties till the completion of contract. Pre-contract Integrity Pact with the unsuccessful bidders will be valid 6 months after the agreement is entered with the successful bidder.

Adoption of IP:

- ✓ The Pact essentially envisages an agreement between the prospective Bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the agreement/contract.
- ✓ Only those Bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- ✓ The Bidders shall submit signed Pre-Contract Integrity Pact as per **Annexure-XV**. Those Bids which are not containing the above are liable for rejection.
- ✓ Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates, if any.

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- ✓ Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- ✓ Pre-Integrity Pact in respect of this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.
- ✓ The Pre-Contract Integrity Pact agreement submitted by the Bidder during the Bid submission will automatically form the part of the contract agreement till the conclusion of the contract i.e. issue of Letter of empanelment/engagement to successful Bidders for performing as CBC.
- ✓ IP in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- ✓ Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.

CVC has decided to engage the services of the following two of Independent External Monitors (IEMs) for Indian Bank, who will review independently and objectively, whether and to what extent parties have complied with the obligation under the pact.

1. Name: Shri Girraj Prasad Gupta, ICAS (Retd.)
E-mail- gpgupta1804@gmail.com
2. Name: Shri. Arun Kumar Sharma
Email: sharmaak6@gmail.com

It may kindly be noted that all clarifications/query/status with respect to the tender may be forwarded to the following officer and not IEMs except queries related to Integrity Pact.

**Assistant General Manager (FI),
Indian Bank,
Corporate Office, Financial Inclusion Department,
Post Box No.:5555, 254-260 Avvai Shanmugam Salai,
Royapettah, Chennai- 600014.**

SCHEDULE-G

Overview of Indian Bank

Indian Bank, with its Corporate Office in Chennai was established as a part of Swadeshi Movement on 15th August 1907.

Along with 13 other Banks, the Bank was Nationalized on 19th July 1969. With effect from 1st April 2020, erstwhile Allahabad Bank amalgamated into Indian Bank. In the last 117 years, Bank has established a rich legacy by providing quality financial services. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian Banking Industry. Bank's foremost priority has been to serve the people and the Nation.

The Bank has two subsidiaries, viz., IndBank Merchant Banking Services Ltd. and IndBank Housing Ltd. Bank has also two Joint Ventures namely Universal Somp General Insurance Company Ltd. and ASREC (India) Ltd.

Bank has three sponsored Regional Rural Banks (RRBs) viz. Saptagiri Grameena Bank headquartered at Chittoor (Andhra Pradesh), Tamil Nadu Grama Bank headquartered at Salem (Tamil Nadu) and Puduvai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

Bank has been a pioneer in Financial Inclusion (FI) implementation and received many awards and accolades. Bank has been embarking its journey in Financial Inclusion ecosystem from Conventional FI to Digital FI.

VISION:

"Delivering excellence in financial services through customer focus, employee engagement and sustainable growth"

MISSION:

- ✓ Bring the best of innovation and technology in our offerings
- ✓ Be responsive to the unique needs of every customer through all channels of choice
- ✓ To provide value to stakeholders
- ✓ Empower and engage our employee

As on 31st March 2023, Bank's total Global Business reached Rs.10.95 lakh crores consisting of deposits at Rs.6.21 lakh crore and advances at Rs. 4.74 lakh crores.

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SCHEDULE-H

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REQUEST FOR PROPOSAL (RFP) EMPANELMENT OF CORPORATE BUSINESS CORRESPONDENT (CBC) ENTITIES FOR BC MANAGEMENT SERVICES

Part-2

SECTION-1

1.0. Invitation for Bid :

- 1.1. Indian Bank a Public Sector Bank, headquartered in Chennai has Pan-India network with 21,466 touch points including 5787 Brick & Mortar Branches, 4929 ATMs/BNAs, 10750 Field Business Correspondents (FBCs) as on 31.03.2023. It has overseas presence having branches in Singapore, Colombo, and Jaffna, besides a Foreign Currency banking unit in Colombo.
- 1.2. Hierarchical structure of the Bank is as mentioned below:
Branches → Zonal Offices → Field General Managers' Offices → Corporate Office
- 1.3. The Bank intends to extend banking and financial services to the under-banked and un-banked areas of the country through its program of Financial Inclusion (FI) - Pradhan Mantri Jan Dhan Yojana (PMJDY) being the flagship National Programme on Financial Inclusion. Bank shall also fulfill the objective laid out in National Strategy for Financial Inclusion- NSFI (2019-24). In the context of Financial Inclusion-PMJDY, NSFI, and other Financial Inclusion Programmes, the Bank envisages extension of Banking & Financial Services to these under-banked & un-banked (Rural & Urban) areas in both Sub Service Areas (SSAs) and Non-SSAs approach through FBCs/Bank Mitras at both Fixed locations as well as in movable delivery units to provide "branchless banking" Pan India and deliver financial and banking services using ICT based financial inclusion technologies.
- 1.4. Sub Service Area (SSA) is a cluster of 2-6 villages and is linked to at least one base branch of the Bank. Bank extends banking & financial services in both rural and urban SSAs as per Statutory/Regulatory requirements and in non-SSAs purely as a business proposition. Location allocation by Bank for SSA areas to successful bidders to act as CBC is non-negotiable. Non-SSA locations both existing and future requirements are linked to Business propositions. However, all the locations shall have Business targets.
- 1.5. Bank follows the Corporate BC Model by way of Selection/Empanelment of entities who in turn appoint FBCs/Bank Mitras as per requirement of the Bank based on Location specifications, Eligibility Criteria of Individual FBCs, Technological Requirements, Infrastructure Build up as per specified guidelines, Products & Services to be offered, Uniform Branding, Signage, Dress Code, Ambience, House Keeping, Inspection & Audit, Customer Services including

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Grievance Redressal Mechanism, etc. The agreement with Successful Bidders for engagement of CBCs by Bank shall be on "Principal to Principal" basis.

- 1.6. Bank provides Basic Banking Services in Non SSA's i.e., unbanked Rural/Urban areas as FBCs/additional BCs and /or 2nd BCs in locations at discretion of the Bank, depending upon requirements and business considerations of the Bank. The FBCs shall use Integrated hand-held mobile device/Micro ATMs/ Laptop/ Desktop/ Mobile/Tab etc. for providing banking services in SSAs and Non-SSAs both at Fixed Point and movable delivery unit, as advised/specified by the Bank. After a fixed time FBCs shall move in their catchment areas for providing door-step banking services to the customers at their doorstep.
 - 1.7. The Delivery Model is a hybrid model. FBCs in this model are expected to offer basic banking services at all centers for a minimum of 4 hours in their fixed set-up. Thereafter, FBC agents will be mobile i.e., move to any other uncovered areas within their service area and offer doorstep banking services. Their device can be either a laptop or tablet or integrated hand-held mobile device, as specified by the Bank. However, integrated FI solution shall be available in one device/set up at any point of time.
 - 1.8. Bank has its own Integrated end to end FI Technology Solution along with FI Gateway (FIG) set-up for BC Channel Operations through Fixed Point AEPS/Micro ATMs/ Integrated mobile device/ Kiosk/Mobile etc. and movable delivery units manned by FBCs engaged through CBCs. The FBCs of respective bidders on selection as CBCs will be required to function using Bank's present technical application only. In the future, if Bank contemplates to bring new FI technology solution, by which the Bank may upgrade/add/delete/change their technology as required for all Desktops/Laptops/TABS/Mobiles or other devices, CBCs are required ensure their FBCs to adopt the new technology as and when implemented without any cost to the Bank.
- Bidders empaneled as CBCs shall ensure that their BCs / FBCs / Bank Mitras shall make their own arrangements for Cash Management and providing the devices for the FI services to be rendered to the Bank, as per the specifications provided by the Bank.
- 1.9. Bank uses/shall use AEPS/IMPS/UPI/PIN PAD-Card / Bhim Aadhaar / Bill Payment related Transaction Platforms at Kiosks in Fixed locations and movable delivery units led by FBCs as per best practices prevalent in the Industry and as per requirements of Bank from time to time. The device specified by the Bank from time to time, with applicable standards with certified Biometric Scanner and

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Payment Application Data Security Standard (PADSS) certified PIN Pad, etc. shall be used the BCs / Bank Mitras. Registered Devices and its patches/services shall be (Unique Identification Authority of India) UIDAI compliant and the bidder shall be required to ensure/maintain the standards as per regulatory and statutory standards of UIDAI/NPCI from time to time through their FBCs.

- 1.10. Bank invites applications from the eligible Bidders for their engagement / empanelment as CBCs for the purpose of deploying individual FBCs in the field to deliver banking and financial services. A CBC for Pan India or limited Region (entity) should be capable of deploying FBC Agents in all the states/UTs of India, as and when required by the Bank. Interested Bidders may submit their proposal as per terms and conditions mentioned in the RFP document.
- 1.11. Empanelment of CBCs shall not have automatic right to commence BC operations unless entered into an agreement with Bank. Bank shall have discretion to engage / re-engage / remove existing CBCs on merit / performance evaluations and may consider preferential engagement for them further to continue as CBC at its own discretion. In case, Bank decides to engage the empaneled CBCs by means of allocation of BC locations and mandate to commence BC operations then Bank shall enter into agreement with them.
- 1.12. The period of engagement / empanelment of CBCs shall be for a period of 3 years from the date of agreement with bank or as decided by the Bank, extendable further 2 years at the discretions of Bank. Mere empanelment as CBC does not entitle to commence BC operations by any CBCs unless entered into an agreement with Bank.
- 1.13. Bank invites technically complete and competitive proposals from Bidders who are capable of engaging FBCs with nitty-gritty of Financial Inclusion activities and have requisite expertise and experience of rendering BC Management Services as detailed in Section-5 and ensuing section.
- 1.14. Preference shall be given to empanel CBCs, who has experience in managing Customer Service Outlets and BC Management, with presence in any state or different geographical location in the country, so that Bank can expect focused manpower from them.
- 1.15. Bank shall have the discretion to increase/decrease/cancel all or part of the existing FBC locations as per requirement and discretion of Bank.
- 1.16. The empaneled Bidders after selection shall be provided mandates for SSAs /

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Non-SSA for banking transactions in the Region (s)/ Zone (s) / State (s) of the Bank pan-India as per their capabilities and financial strength.

- 1.17. Bidders interested in participating in this RFP at the first stage must fulfill the Pre-Qualification eligibility criteria and compliance mentioned in the document at Annexure-VII. In the second stage, the shortlisted entities shall be called for Technical Evaluation that includes presentation before Project Evaluation Committee (PEC) / Project Management Committee (PMC) of Bank. The Technical Evaluation shall be of two parts. In the first part, Technical score shall be assigned based on Evaluation and Assessment matrix given at Appendix-I. A weightage of 40% shall be given for Technical score and 60% for presentation. There shall not be any commercial bid, as Bank has specified the commercial structure, which is given at Section-6 of this RFP. The Bidders who apply to this RFP is deemed to have accepted the commercials as per structure given at Section-6. The bidders shall deliver all the services through their FBC as mentioned in the Section-6 in toto and shall not have any discretion to reduce/refuse to offer any or part of the services. The Bank in future may add /delete more services as per mandatory / market requirement, which shall be binding on the bidders / CBCs. Bank shall only call those bidders who are eligible for Technical Evaluation and final presentation as a part of the selection/empanelment process.
- 1.18. Interested bidders may download the complete set of this RFP from our Bank's official website "www.indianbank.in".
- 1.19. Bid can be submitted through offline mode only. The bidder should submit the Bid, item wise, in the specified formats / order, with the documents as mentioned in Section-8, i.e., "Check List of documents to be submitted", in full, in a sealed envelope super-scribed "RFP Bidding Process of Indian Bank for empanelment of CBC" within time and date, at the office address as mentioned in Sl. No.5 of Schedule-A heading "Important Dates and Information on RFP Submission". The sentence "NOT TO BE OPENED BEFORE -----, ----- PM" is also to be printed on the envelopes (inner / outer envelopes) containing the bid documents.
- 1.20. All the pages of the Bid Documents are to be Signed by the Authorised signatory with the seal of the entity, properly numbered as "Page No...<no. of the page>.... of<total No. of pages>...." (for example "Page No. 21 of 265", for the 21st page of the Bid document, if the total no. of pages in the Bid document is 265), neatly ordered/arranged, Spiral Bound and submitted.
- 1.21. Please ensure that there should not be any pages / documents as loose sheets.

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Bid Documents, if submitted in loose sheets, without page numbering, etc. as mentioned in the RFP may not be accepted by the Bank

- 1.22. Bids submitted after the due date or after the stipulated time on the due date or at any other place other than the one specified in SI. No.5 of SCHEDULE-A or incomplete in any respect are liable to be rejected at the discretion of bank.
- 1.23. Incomplete and/or unsigned bids are liable to be rejected. Bids not submitted along with relevant, necessary, sufficient documents/certificates will be treated as incomplete.
- 1.24. Complete set of Bid documents are to be submitted in full in one go as per schedule. Submission in parts is not accepted, unless required by the Bank.
- 1.25. Bank may not accept any deviations from the terms and conditions, specified in the RFP. Deviations may result in disqualification of the offer made by the Bidder, at the discretion of the Bank.
- 1.26. Bank has the right to accept or reject any quotation/cancel the RFP at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.

1.27. **Make in India:**

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

- 1.28. Bank will also provide benefits to Micro and Small Enterprises (MSEs) / Startups as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration as per **Annexure-XVIII. Self-attested copies of Valid** Udyog Aadhaar Certificate / Udyam Registration Certificate / Certificates issued by the competent authorities to be submitted along with the Bid Documents.

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1.29. Restriction of Bidders from Countries Sharing Land Borders with India:

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India without prior written permission from the Bank.

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established, or registered in such a country; or
- b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or

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- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership (LLP), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders' agreements or voting agreements.
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

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1.30. Please note that

- a) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- b) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- c) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory of the bidder and to be sent with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
- d) The Bank shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents, or the Bidding Process, including any error or mistake therein or in any information or data given by the Bank.
- e) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

After Eligibility Criteria evaluation, intimation will be given to all qualifying bidders about the date and time of Technical Evaluation cum Presentation and Demo.

Note: The tender cannot be split. Either the Bidder on behalf of the Principal/ OEM or the Principal/ OEM themselves can participate in the bid, but both cannot bid simultaneously for the same solution.

SECTION-2

2.0. Instruction to Bidders:

2.1. Introduction:

The Bidder is expected to examine all instructions, forms, terms, and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the Bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

2.2. Pre-Bid Meeting:

- a) The Bidder is requested to submit any queries/clarifications, if any, to the Bank strictly as per pre-bid query format given at Appendix-II to the following e-mail ID on or before the date and time mentioned as per Schedule-A.
- b) A pre-bid meeting is scheduled to be held through Video Conference /Skype/Webex on date and time mentioned as per Schedule-A. Bidder's designated representatives (Maximum 2 Persons) may attend the pre-bid meeting.
- c) The Purpose of the meeting will be to clarify the doubts raised by the probable bidders.

E-mail ID: cofid@indianbank.co.in

- d) All communications in respect of this RFP shall be addressed to the above email id, with subject containing the phrase **"RFP for CBC Ref No. CO/FID/CBCRFP/1/2023-24"** followed by the relevant subject matter.

2.3. Cost of Bid Document:

In case the Probable Bidder intends to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e., **Rs. 50,000/- (Fifty Thousand Rupees only) (Non-refundable)** by way of transferring the amount in the account as detailed in point no. 3 of [Schedule-A - Important Dates and Information on RFP Submission] or through Account Payee Demand Draft in

favour of 'Indian Bank' payable at Chennai. Bidders must ensure that Non-refundable cost of bid document i.e., Rs.50,000/- (Rupees Fifty Thousand only) has already been remitted to the account as mentioned in point no. 3 of Schedule-A or DD to be scanned and sent through above mentioned mail at least one day prior to pre-bid meeting as a proof having made the payment. Physical mode of DD may be submitted along with complete set of RFP documents, but scanned copy must be sent 1 day prior to pre-bid meeting: (Only those bidders who have sent scanned copy prior to pre-bid meeting shall be allowed to submit physical copy along with the RFP Bid documents)

Such Bidders who have not chosen to attend the pre bid meeting, are required to submit the DD for cost of Bid Document through offline mode (as mentioned under point no. 3 of Schedule-A along with Bid Documents at the below-mentioned address.

**Assistant General Manager (FI),
Indian Bank Corporate Office,
Financial Inclusion Department,
First Floor, Post Box No.:5555,
254-260 Avvai Shanmugam Salai,
Royapettah, Chennai- 600014**

Bidders claiming benefits under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Central Purchase Organisation or the concerned Ministry of Department are exempted from cost of the RFP. Such Bidders should submit the copy of relevant registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure-XVIII duly signed by company secretary/Director of the entity concerned.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <https://www.indianbank.in> and informed vide mail to the bidders who have raised queries.

2.4. Amendments of Bidding Documents:

- a) At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- b) All prospective bidders will be communicated of the details of

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amendments and clarifications through our Bank's Website. Signed copy of the amended document should form part of the Technical Bid to be submitted by the Bidders. The amendments if any, will be published in the Bank website and will form part of the Bidding document.

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

2.5. Bid Security (Earnest Money Deposit):

- 2.5.1 All bids must be accompanied with **EMD (Earnest Money Deposit)-refundable of Rs.50,00,000.00 (Rs. Fifty Lakhs only)** to be submitted in the form of a Bank guarantee from a Nationalized/Scheduled Commercial bank located in India, other than Indian Bank, for the equal amount in lieu of the Security Deposit, with validity for 9 months from the last date of submission of the Bid (as mentioned in Schedule-A) and claim period of 12 months from the validity date.

This Bid Security amount is to be submitted along with the bid. Bank may seek extension / renewal of Bank Guarantee, if required.

- 2.5.2 The EMD must not be in electronic form.

- 2.5.3 Bidders claiming benefits under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Central Purchase Organisation or the concerned Ministry of Department / Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting EMD, as per extant guidelines of Government of India.

- 2.5.4 Bid securities of the unsuccessful bidders shall be returned after the final bid validity and latest on or before the 30th day after the selection/empanelment of Bidders as CBC.

- 2.5.5 The Bid Security provided by successful Bidders will be discharged upon the Bidder signing Agreement and furnishing the performance security. The Bid Security of Empaneled Bidders on selection as CBC (For Empaneled CBCs, Bank shall not be binding to sign the Agreement) shall also be returned after the final bid validity or before the 30th day after the selection/empanelment of Bidders as CBC, whichever is later, subject to the Bidder signing the Agreements and furnishing the performance security. They must furnish Performance Guarantee, only when Agreement shall be executed with them by Bank.

The bid security may be forfeited if:

a) Bidder withdraws its bid during the period of bid validity

or

b) In the case of a successful Bidder with whom Bank intends to execute contract, if the Bidder fails to sign the Contract, as required by the Bank, within the specified time from the date of communication of selection for empanelment or to furnish performance security.

2.5.6 No interest will be payable on the Bid Security amount.

2.6. General Evaluation Criteria:

2.6.1 The Bank will examine the Bid to determine whether they are complete, whether the documents have been properly signed and whether the Bid is generally in order.

2.6.2 The Bank may waive any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation.

2.6.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of Bid documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the Bid documents without material deviations.

2.7. Stage-1: Eligibility Evaluation Bid:

2.7.1 The Bidder shall furnish as part of its Eligibility bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract as CBC.

2.7.2 The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall be established to the Bank's satisfaction that the Bidder has the necessary eligibility for Technical Evaluation of the Bid Documents and Presentation/Demo and that, the Bidder meets only the qualification requirements. This Process does not guarantee the capability assessment by bank to perform the contract as CBC.

2.7.3 The sealed Bids will be opened on date and time mentioned in Schedule-A under the heading "Important Dates and Information on RFP Submission" in the presence of the Vendor's representative, if they are available during the opening of the Bids, as per schedule. In case the date of opening of the tender is declared

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a Holiday, the tenders will be opened on the next working day. Indian Bank reserves the right to accept / reject any or all the Tenders without assigning any reason whatsoever.

2.8. Stage-2: Presentation/Demo:

Bank shall only call those bidders who are eligible for presentation as a part of the selection/empanelment process. The Technical Evaluation shall be of two parts. In the first part, Technical score shall be assigned based on Evaluation of the Bid Documents and Assessment matrix given at Appendix-I. Presentation/Demo shall form the second part.

A weightage of 40% shall be given for Technical score and 60% for presentation. A minimum cut off 75 marks shall be required for the Bidders for selection/empanelment consisting of both Technical Score and Presentation. A maximum of upto 5 (five) bidders shall be selected / empaneled. Bank at this stage shall determine the technical and operational capability of Bidder to perform the Contract and Scope of work as per RFP.

2.9. Commercial Bid:

There shall not be any commercial bid, as Bank has specified the commercial structure for BC Management and Operation.

2.10. Clarification of Bids:

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing by email and no change in the substance of the bid shall be sought, offered, or permitted. The Bidder shall make his/her own interpretation of all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information is provided in the Bidding Document, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/ all tender in whole or in part without assigning any reason whatsoever.

2.11. Evaluation Criteria:

Bid evaluation methodology that Indian Bank shall adopt is given below:

- a) Bidders at first stage must qualify as per Eligibility Criteria
- b) 40:60 Technical-Functional scoring model will be used for the Technical evaluation. The total marks scored by the eligible bidders as determined by the Bank under Eligibility Requirements will be given 40% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted score for presentation as explained below will be given 60% weightage and shall be called Weighted Functional Score (WFS).
- c) Scoring in the Technical Evaluation: The Bidders, who comply with Bank's technical specifications and other terms and clauses of the RFP document as explained in above points, will be awarded marks. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical competency for enabling the Bank for objective evaluation and scoring in the Technical Requirements. The Bidders themselves shall not fill in any score in Technical Requirements. Evaluation and scoring process will also involve independent verification by the Bank, the details submitted in the Bid Document.
- d) After scrutiny of the Technical Bid document and supporting documents, and responses to various Technical Evaluation points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by the bidder will be called Eligibility Score.
- e) The marks obtained in Technical Evaluation will be given a weightage of 40% which will be termed as "Weighted Technical Score" (WTS) and shall be arrived at as under:

Weighted Technical Score (WTS): $(TA/TB) \times 40$

TA: Technical Evaluation Score of the respective Bidder

TB: Highest Technical Evaluation Score among all the eligible Bidders

The total marks of 100 as per technical evaluation criteria (Evaluation and Assessment Matrix) will be scaled down to 40 marks.

For Example: If there are two bidders "A" and "B" who score 40 and 80 marks

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respectively, their "WTS" would be as under:

Bidder "A" = $(40 / 80) \times 40 = 20$ marks,

Bidder "B" = $(80 / 80) \times 40 = 40$ marks

- f) All the eligible bidders, then shall be called for presentation/demo after Technical Evaluation.
- g) For the evaluation of presentation/demo, Weighted Functional Score (WFS) will be computed by assigning 60% weightage using the formula given below, as part of Techno-Functional Evaluation Process:

Weighted Functional Score (WFS): $(FA / FB) \times 60$

FA: Functional (Presentation/Demo) Score of the respective Bidder

FB: Highest Functional (Presentation/Demo) Score among all the eligible Bidders

Extending the example given above, in case Bidders, Bidder "A" and "B" for example awarded as 70 and 80 respectively after their presentation, then the WFS in their case would be calculated as under:

Bidder "A" = $(70 / 80) \times 60 = 52.50$ marks

Bidder "B" = $(80 / 80) \times 60 = 60$ marks

- h) The total of Technical and Functional Scores of each bidder will become basis of final ranking of bidders. Bidder whose total of Technical & Functional Scores is highest will be ranked as "H1 Bidder" and bidders with second & third highest final scores will be ranked as "H2" and "H3" and so on and so forth.

Total Score H1 = $(TA / TB) \times 40 + (FA / FB) \times 60$

In above examples, the Total Score after Techno-Commercial evaluation (H1) of Bidders "A" and "B" will be as under:

Bidder	Weighted Technical Score	Weighted Functional Score	Total Score
A	20	52.50	72.50
B	40	60	100

Total Marks Bidder “A” = 72.50 marks- **H2 Bidder**

Total Marks Bidder “B” = 100 marks - **H1 Bidder**

- i) All bids shall be evaluated by a Project Evaluation Committee (PEC) / Project Management Committee (PMC) set up for this purpose by the Bank. The evaluation shall be based on Technical Competence-Management and Corporate Governance, Financial Strength and Human Resource Management and the Functional Competence. The Technical and the Functional Evaluation shall have the weightage of 40% and 60% respectively, and this weightage shall be taken into consideration for arriving at the Eligible Bidder for Selection. The assessment methodology and format are covered in the next section.
- j) Thus, the proposals will be evaluated in three stages.
Phase 1 – Eligibility cum General Evaluation Criteria
Phase 2 – Technical Evaluation Criteria
Phase 3 – Functional Evaluation Criteria
- k) A minimum cut off 75 marks shall be required for the Bidders for selection/empanelment consisting of both Technical Score and Presentation. A maximum of upto 5 (five) bidders shall be selected / empaneled.
- l) Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders

2.12. Proposal Process Management:

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Bank reserves its right to cancel / withdraw this RFP process at any stage without assigning any reason to the applicants / bidders. Each party shall be entirely responsible for its own costs and expenses that

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are incurred while participating in the RFP, subsequent presentations, demos, any other meetings, etc., during the process.

2.13. Liabilities of Bank:

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

2.14. Bid and Proposal Ownership:

The Bid submitted and all supporting documentation / templates, etc., are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia causes the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

2.15. Bid Pricing Information:

By submitting a signed Bid, the Bidder certifies that the Bidder has given its consent for the commercials/pricing structure of BC remunerations as per Section-6 and rendering BC Management Services and agrees that Bank at its discretion may or may not allot locations for BC Management. Empanelment of CBC with Bank shall not have any automatic right to claim allotment of BC locations unless Bank issues exclusive mandate and enters into agreement and Bidder at no stage shall claim in this regard and no liability shall form against Bank. No attempt by the Bidder is permitted, to induce any other Bidder to submit, or not to submit, to agree, or not agree with commercial for restricting competition has occurred.

SECTION-3

3.0. Scope of Work:

The Scope of the work to be undertaken by the successful bidders upon their empanelment as CBCs, would involve the following:

- 3.1. Bank's Corporate Business Correspondent model (Corporate BC) envisages the use of identified and properly verified institutional agents for acting as Field Business Correspondents (FBCs)/Bank Mitras, for supporting the Bank in extending its financial services, operating from different statutory/non-statutory locations away from the bank branches. These services involve the conduct of banking business led by FBCs as stipulated in this RFP.
- 3.2. Bank proposes to continue with Corporate BC Model through independent entities designated as CBCs having expertise and experience in BC Management Services. Individual FBCs or Bank Mitras shall not be directly appointed by the Bank and they shall continue to be engaged by the CBCs. CBC will manage end-to-end on-boarding and setting up of BC agents including Identification, Verification, Training, Device procurement and Regular maintenance of services including On-site Technical /Functional / Operational support to FBCs.
- 3.3. The technical aspects i.e., End-to-End FI solution for BC activities should be capable of extending basic banking services in a hybrid delivery model as defined in para 1.6 and should also be capable of adopting to FI gateway as per Bank's requirement developed by Technical Service Provider (TSP). CBCs should implement the Bank's Technology platform for BC channel, security standards, FI Gateway Solution, Digital FI Solution for various products at BC channel, Data Centre (DC) setup, Disaster Recovery (DR) activity etc.
- 3.4. Bank shall avail the services of CBCs, who in turn engage the FBCs for running the Customer Service Points known as CSPs for certain specified time and thereafter will perform Doorstep banking. FBCs shall setup Banking Services Kiosks (Biometric Enabled) and movable with mobile/ Integrated Handheld Device for extending banking services and remittances facilities in Metro / Urban / Semi-Urban / Rural centers in SSA and/or Non-SSA BC locations identified by the bank across India as per specifications of Bank.
- 3.5. CBCs shall ensure smooth functioning of BC outlets in line with FI policy of the Bank including supervision, ensuring zero-downtime service duration and collecting customer feedback.

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- 3.6. CBCs shall ensure that BC agents are active (terms as defined by the Bank) and meet across-sales targets (over and beyond the customer demand led FI products such as Deposits, Withdrawals, Remittance and Social Security Schemes (SSS) or any other products/services as required by the Bank from time to time.
 - 3.7. CBCs shall consume the Bank's data to build analytics dashboard that will help in monitoring and supervising BCs including cash management as per Bank's Policy.
 - 3.8. It is to be noted carefully that FBC/ Bank Mitra is neither an employee or deemed to be an employee of the bank both by way of direct or indirect means and they are working as sub-agents for the bank appointed by third party i.e. CBCs who in turn shall have direct contractual agreement with the Bank. IBA has also recommended Model Agreement for CBCs to be executed by Banks and CBCs. The service level agreement based on IBA Model Agreement Format is presented at Section 7 of this RFP.
 - 3.9. Bank shall abide by the RBI guidelines. Some of the key considerations to be kept in view while entering business correspondent relationship with the third parties are:
 - a) Internal policy for identifying and accepting Business Facilitators/Business Correspondents as outside Service Providers,
 - b) The risk management strategies in the banks,
 - c) The rating of the correspondents,
 - d) Due diligence to be carried on them,
 - e) The code of ethics /fair practices under which the Business Facilitators/Business Correspondents shall operate, and
 - f) On-going monitoring and review
 - 3.10. The End-to-End FI solution of Bank shall be capable of providing online enrollments of SB/RD/FD/Social Security Schemes, Remittances (NEFT/RTGS/IMPS/UPI), Cash in Cash out (CICO) transactions on Aadhaar Enabled Payment System (AEPS) / Carded based platform, Bhim Aadhaar Pay etc. Besides, there are various services to be rendered from BC channel with defined commercials listed at the ensuing part of the RFP. The Commercials are dynamic in nature and may change from time to time as per market need and due consultation with CBCs with whom bank has entered into agreement. All the Services offered at BC channel as decided by bank are binding on Bidders and there shall not be any pick and choose by any Bidder to act as CBC with Bank.

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- 3.11. FBCs shall incur all costs by themselves for all type of physical infrastructure build up at their allotted BC locations, procurement of devices, network facilities /upgradation / maintenance etc. as per specifications provided by bank, which may be revised from time to time.
- 3.12. CBCs shall ensure supply, install /re-install, configure/ re-configure and maintain all the required technology and infrastructure, including hardware, software, and maintenance through their appointed FBCs / Bank Mitras and integrate with the end-to-end FI solution as per requirements of Bank at FBC/Bank Mitra locations.
- 3.13. Bank will provide the BC location details /set up and CBCs must install / configure proposed End to End FI solution of Bank in their devices and assist bank officials / FBCs / NPCI officials etc. to make the unit operational to extend requisite banking services. Technical End to End FI solution shall have the capacity for fingerprint (FP) / Iris based authentication of unique Identification and Development Authority of India (UIDAI), PIN based RuPay card authentication and geo-tagging.
- 3.14. CBCs must take technical support from our back office to provide support to FBCs / Bank Mitras at their CSP, application upgrade at all terminals and issue resolution related to common application. In case of exigencies, the CBC should have arrangement for necessary support and maintenance of Kiosk and Movable delivery unit application at BC locations. Bank will provide the facility for technical support including helpdesk facility through its TSP.
- 3.15. CBCs shall ensure the device of FBCs are NPCI/UIDAI/PCI-DSS/PA-DSS standards for PIN based Rupay / other cards specifications and as per NPCI / UIDAI specifications standards from time to time.
- 3.16. Bank's end to end FI solution supports bill generation for FBCs and Bank Mitras based on combination of variables / performance / fixed pay structure and commission, charges on Monthly / Quarterly basis. Bank shall credit all commission to the designated Escrow A/C of CBCs to be maintained at corporate level of Bank and shall take the mandate from each CBC for direct onward credit to the SB / OD account of FBCs. The sharing of commission shall be in the ratio 20:80 between CBCs and FBCs.
- 3.17. Bank may use Artificial Intelligence (AI) / Data Analytics tool / Scenario Analysis etc. as per need to track the accommodating / round tripping transactions of FBCs at the discretion of the Bank. Such transactions shall not be considered as genuine and no commission shall be computed on complete leg of those transactions. Bank's discretion shall be final and binding on CBCs/FBCs.

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- 3.18. **CBCs are not permitted for Sub-contracting any of the activities related to BC Management Services and within Scope of this RFP.** CBCs should have direct contact with their agents (FBCs/Bank Mitras) and not through any sub-contractors. CBCs will be the only contact point for all the services and issues related to this offer by Bank.
- 3.19. CBCs shall provide manpower support for complete integration for end-to-end FI solution at their allotted FBC/Bank Mitra locations. Selected CBC shall be responsible for managing the action and activities of its personnel/ Supervisors involved in the BC Management services and shall be accountable for all the acts and deeds of personnel deployed / engaged by them in the BC Management services.
- 3.20. CBCs will select, engage, train, educate, appoint, and maintain FBCs / Bank Mitras in the SSAs / uncovered villages / Non SSAs centres as per list given by Bank under PMJDY / Non – PMJDY and in Rural, Semi Urban and Urban/ Metro locations for providing basic banking services under inter - operable platforms as per requirement of Bank from time to time.
- 3.21. FBCs / Bank Mitras shall be required to deliver Banking and Financial Services in their service areas as per extant RBI guidelines / DFS, Ministry of Finance, GoI requirement for FI programme / PMJDY as National Mission and guidelines issued from time to time by Bank.
- 3.22. Bank shall impose per day/per month/per customer/per batch transaction limit to be performed by FBCs at the discretion of Bank in a flexible manner subject to revision.
- 3.23. The number of BC locations to be set up will be as per Bank's business requirement and will be at its sole discretion. The BC locations shall be exclusively used for banking services of the Bank and not for any other purposes. The Bank shall have exclusivity at the CSP of the CBC for the BC arrangement. Accordingly, an outlet of the BC sourcing business for the Bank should not source any banking/financial product for any other Bank(s) / Institution (s).
- a) **Number of Kiosks** – Over 10750 CSP outlets are functional at present across India at Metro/Urban/Semi-Urban/Rural centres and their locations have been provided by Bank. The number of CSP outlets may be increased or decreased as per the business requirements of the Bank and solely at its sole discretion.

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- b) **Base Branch / Link Branch** - Each of the Kiosk / BC Location of FBCs shall be attached to a base branch of the Bank.
- c) **Location of CSP** - The CSP would be located at a minimum feasible distance of more than 1 km from base (link) branch, or as decided by the bank, in Metro/Urban/Semi Urban/ Rural areas. In rural areas as well as under SSA approach, the distance criteria shall not be applicable as they shall function as per statutory requirements. The premises and other infrastructure like power, water, furniture, etc. should be owned/ leased by the FBCs. The FBCs shall be required to open and function kiosk at the locations/centres identified/allotted by the Bank.
- d) **Technology Infrastructure** – The FBCs should have their own hardware for Kiosks and Movable Delivery units that shall have connectivity with Bank's FI Server Gateway. The FI Server is interfaced with CBS Server of the Bank. The FBCs shall be required to incorporate new standards as approved by the Bank as prescribed by UIDAI, IDBRT, Government of India, and Reserve bank of India etc. for compliance of devices, from time to time.
- e) **Scope of Services**- The Bidder agrees to provide the services through Field Business Correspondents/Bank Mitras as detailed hereunder, as per the scope and as may be required by the Bank from time to time. Bank may increase/decrease/modify the number of services at BC Channel as per mandatory requirements or market needs.

Following are some of the main objects of the entity to be pursued that shall broadly deem to constitute the CBC business:

- ✓ Engagement of FBCs/Bank Mitras to the Bank for providing Basic Banking Services at Rural, Semi Urban, Urban or Metro locations or any other areas as per bank's specifications.
- ✓ Providing Banking Services with or without technology support.
- ✓ Carrying out Cash-in-Cash Out (CICO) transactions by FBCs that include deposit/payment and remittance services/loan related facilities to customers directly or on behalf of Bank
- ✓ Enrollment of PMJDY/Non-PMJDY SB Accounts/Retail Deposits/Micro Insurance-PMJJBY/PMSBY/Micro Pension-APY Schemes

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- ✓ Processing and submission of applications to bank
 - ✓ Canvassing for KCC/AKCC Renewal/Re-lending
 - ✓ Follow up for Recovery
 - ✓ Disbursal of Small Value Credit
 - ✓ Collection of Small Value Deposits
 - ✓ Sale of Mutual fund products/pension products/ other third-party products
 - ✓ Receipt and Delivery of small value remittances/other payment instruments
 - ✓ Old Age Pension/DBT/MNREGA or and any disbursement under Government Schemes
 - ✓ Or any other services under the scope of Financial Inclusion and or Business Correspondents advised by RBI/Government or bank or agency.

Nature of Services:

PART 'A'

- i. Identification of prospective customer / borrowers & fitment of activities.
- ii. Collection and preliminary processing of loan applications including verification of primary data.
- iii. Creating awareness about savings and other products offered by the Bank and education and advice on managing money & debt counseling.
- iv. Processing & Submission of applications to the Bank.
- v. Promotion, nurturing, monitoring and handholding of Self-Help Groups / Joint Liability Groups / Credit Groups and others.
- vi. Post sanctions monitoring in case of advances / loans granted by the Bank.
- vii. Follow up of Recovery.

PART 'B'

- i. Disbursal of Small Value Credits Strictly as per instructions of the Bank.
- ii. Recovery of principal / interest from the borrowers and prompt deposit of the same with the Bank.
- iii. Collection of small value deposits & prompts deposit of the same with the Bank.
- iv. Sale of Micro / insurance / mutual fund / pension and other third party products as may be decided by the Bank.
- v. Receipt & delivery of small value remittances / other payment instruments.

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- vi. Any other service as may be advised by the Bank in writing to the Bidder to perform as CBC.
 - vii. Bank may onboard FinTech Companies/ NBFCs etc. through exposing Application Programming Interface (API). Services to be rendered through these functionalities shall be part of this agreement

f) Field Business Correspondent (Bank Mitra) Activities:

There shall be 2 broader activities of FBC/Bank Mitra activities.

- 1. Enrolment Services- Liability Products; Assets; Fee Based Third-Party Products
- 2. Transactions

Enrolment Services (Liability Products)

- i. Enrollment for Account Opening of Savings/Basic Bank Accounts/PMJDY as per bank's requirement of both offline or/and online mode from time to time with or without Aadhaar for various or/and specific states as per laid down policy of bank.
- ii. RD/FD/Any other deposits Enrolment for Account Opening for the tenure and amount fixed by bank from time to time as per laid down policy of bank.
- iii. Promotion/Enrolment of Social Security Schemes of Central/State/any other approved agencies like of PMJJBY/PMSBY/APY etc. at present or to be directed by bank from time to time.

Enrolment Services (Assets)

- i. Canvassing of Loan Applications from Eligible Beneficiaries in Micro Credit/Other Schemes.
- ii. KCC/GCC Fresh/Renewal

Enrolment Services (Third Party Products)

- i. Sale of third party financial/insurance/health/any other products with prior approval of the bank.
- ii. Distribution of coins and notes to the customers.

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Transactions (Financial & Non-Financial Transactions)

- i. To deposit money in an account with any bank using AEPS/Normal/Any other mode or combination of all as decided by bank from time to time.
- ii. Withdrawal of money from an account with any bank through AEPS/card based/Micro ATM/ Integrated mobile device/ any other mode approved by bank.
- iii. Remittances from an account through AEPS/Other mode with a bank to an account with same or any other bank using technology platform.
- iv. Balance Enquiry and issue of Receipts/Statement of Accounts.
- v. Generation of Mini Statement and facility of Passbook Printing.

Other Activities:

- i. Creating awareness about savings and other products offered by the Bank and Education and advice on managing money & debt counseling amongst the habitats.
- ii. Follow up and recover of loan from the borrowers allocated by the link branch, as per extant scheme for Recovery of Bank's dues/to be changed from time to time.
- iii. Aadhaar Demographic/Biometric authentication/E-KYC/Promotion of Digital Payment Structure etc.
- iv. Any other activity/services/products that shall be intimated by bank from time to time.

3.24. Role of CBC:

- i. The CBCs/SPs shall provide basic banking services through their FBCs from their own outlet set up at identified locations under Hybrid Model i.e., concurrent functioning of Fixed and movable model as per guidelines of Bank in consultation with our link branch/es in metro/urban/semi urban/rural areas. All such Centers/Kiosks/BC locations shall be designated as "Indian Bank Customer Service Point" in English and "Indian Bank Grahak Seva Kendra" in Hindi and translated in regional language as per trilingual format.
- ii. The CBCs/SPs shall carry due diligence and only engage Village Level Entrepreneurs (VLEs) as FBCs having established identity, integrity, skills etc.

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- iii. The successful Bidder as CBC shall manage the activities related to BC management and deploy supervisors preferably in the ratio of 40:1 (For every 40 FBCs deployment of 1 Supervisor) and shall be accountable for all the acts and deeds of its personnel deployed for the project and extending BC management services to Bank.
 - iv. The CBCs/SPs shall ensure that FBCs to procure the required hardware, connectivity and equipment that may be required for providing banking services through CSP outlets, the cost of which would be borne by FBCs. After the readiness of the site, bank shall issue operator code (KO Code / BC ID) to start banking services through Kiosk. CBCs/SPs shall use the end-to-end FI solution of our bank/or of any third party approved by our bank. CBCs shall not be permitted to use any software, which is not approved by our Bank. FBCs/Bank Mitras are required to invest in equipment, hardware, and connectivity by themselves.
 - v. The CBCs/SPs shall have to furnish the list of authorized agents proposed to be employed by them with details of their biodata containing photograph, address, age, educational background etc. duly verified and conducting due diligence about the character and good conduct of their agent/operator.
 - vi. Appointment letters to FBCs shall be issued by CBCs to their FBCs without Bank's logo. ID cards to FBCs/Bank Mitras shall be issued by CBCs/SPs depicting Bank's logo to the approved FBCs/Bank Mitras only, as per Bank's approved format.
 - vii. The CBCs/SPs shall have to render BC services to the bank purely on contract basis with commercials agreed by them and there shall be no employer-employee relationship between the bank and the FBCs or any of employees of CBCs.
 - viii. It is the sole responsibility of the CBC/SP to manage cash of their own at each service outlet/kiosk Centre approved by the bank and reconcile the same with amount of transactions processed at each outlet on daily basis.
 - ix. The CBC/SP shall have to implement decentralized cash management system i.e. a separate settlement account should be maintained for each outlet with respective link branch of the Bank, assigned to the outlet. Each FBC/Bank Mitra must have one SB account with our Bank attached with the same link branch for credit of their remuneration.
 - x. It is the sole responsibility of the CBCs/SPs to ensure the cash in transit and overnight retained cash is adequately insured by obtaining insurance cover over

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and above the amounts mentioned in the Umbrella Insurance Policy of the Bank (as per Section 7 of this RFP).

- xi. The bank may provide overdraft facility on merit for settlement account per BC point wise against securities on the usual commercial terms and conditions. Bank shall have the discretion to sanction or reject the same.
- xii. Criminal record of person to be checked and Police verification to be done before appointing her/him as FBC Agent/Bank Mitra.
- xiii. Since the device/machine used by the FBC Agent/Bank Mitra for FI Solution of the Bank is critical piece of infrastructure, it should be used only by the authorized FBC Agent/Bank Mitra through Aadhaar based Log in. On date change, while working FBC Agent/Bank Mitra shall be required to do the fresh log in on next date. If the machine shall be used by some unauthorized person, then CBC/SP shall lodge the police complaint.
- xiv. Sub Kiosk Operator (Sub KO) /Sub Operator should also have same qualification of main FBC agent and should do Aadhaar Log in for carrying out the FI activities, with prior written permission from Bank. Providing such permission and requirement shall be at the sole discretion of Bank.
- xv. Service Level Agreement (SLA) to be executed between CBCs/SPs and FBC Agent/Bank Mitra with regard to the FI activities to be carried out for the Bank. CBCs/SPs to submit a copy of valid agreement entered with their FBCs/Bank Mitras within One Month from the date of execution/renewal of the agreement, to the Bank.
- xvi. Do's & Dont's list to be displayed in a uniform manner at Bank Mitra point as provided by the Bank
- xvii. The Services available at Bank Mitra / BC Point, as provided by the Bank, should be displayed at Bank Mitra Point
- xviii. CBCs/SPs should not take huge security amount from the FBCs/Bank Mitras in the name of devices/training etc.
- xix. CBCs/SPs to provide technical and administrative support to BC Agent/Bank Mitra.
- xx. Proper periodic training of the FBCs/Bank Mitras in vernacular/local languages, managing attrition plan for Bank Mitras by coverage of Incentives, Accolades, Personal Accidental Coverage, Health Policy etc. shall be taken care of by

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- CBCs/SPs. Bank also with intimation to CBCs/SPs may arrange for training /sensitization programme for the Bank Mitras.
- xxi. CBCs/SPs shall implement and inform the Bank about the Grievance Redressal Mechanism Structure for Customers
 - xxii. CBCs/SPs shall put in place Escalation Matrix for addressing any issues relating to their BCs/Bank Mitras and made available to them (BCs/Bank Mitras) and the bank.
 - xxiii. Provision of one sub-FBC Agent/Bank Mitra for the BC Points, as fall back arrangement, in the absence of main FBC Agent/Bank Mitra, with Aadhaar log in, may be considered by Bank at its discretion. CBCs/SPs shall keep themselves ready for complying with the same.
 - xxiv. If any FBC shall take any unauthorised money from customers / does any other misdemeanor / charge for the services more than the one prescribed by Bank, then strict action to be taken against that FBC / Bank Mitra. Since the acts of the FBC / Bank Mitra are binding on the respective CBCs/SPs, FBC / Bank Mitra and their CBC / SP will also be liable for action.

The Scope and services as above are indicative in nature and would be subject to revision from time to time and depending on the need of the bank / Regulatory / Statutory requirements, which shall be binding on the bidder.

SECTION-4

4.0. Terms and Conditions:

Bidders on their selection as CBC shall be expected to provide BC Management Services on the following broader Terms and Conditions:

4.1. General Terms and Conditions:

- 4.1.1. CBCs/SPs shall agree and confirm that they and their agents/employees, sub-contractors/FBCs are properly trained to perform the CBC obligations as per scope of this RFP, maintain, privacy of customer information and informing the correct terms and conditions of the products offered etc.
- 4.1.2. CBCs/SPs shall adhere to extant instructions on Fair Practices Code for lending as also their own code for collection of dues or in the absence of such a code at the minimum adopt the IBA's code for collection of dues and repossession of security. It shall be essential that they refrain from action that could damage the integrity and reputation of the Bank.
- 4.1.3. The FBCs/ Bank Mitras appointed by CBCs/SPs shall treat all the customers with dignity and respect. Their FBCs/Bank Mitras shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the customers / borrowers, their family members, referees, and friends, making threatening and anonymous calls or making false and misleading representations.
- 4.1.4. CBCs/SPs through their FBCs/Bank Mitras shall adhere to the performance standards in respect of services and products as detailed in Scope of Work in Section-3 hereunder written, which forms part & parcel of their agreement with Bank. The Bank shall reserve the right to change / vary / the contents of Scope of Work by advising the same to Bidders on selection/empanelment as CBC in writing and upon such advice, the amended Scope of Work shall become effective and binding on the Bidder / CBC / SP.
- 4.1.5. CBCs/SPs shall be fully aware that failure to observe as above shall attract penal provisions including termination of the agreement without any notice. If any complaint shall arise from customers of Bank or members of the public against or any other entity, the CBCs or/and FBCs/ Bank Mitras or its employees of having used unethical or coercive measures in the process of recovering the dues, CBC alone shall be liable and answerable for the same and the Bank shall in addition

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be entitled to recover such damages or compensation that the Bank may be constrained to pay as per any order of Reserve Bank of India, Courts, Tribunals or Statutory Authorities in this regard, from the CBC / SP.

- 4.1.6. CBCs/SPs shall specifically agree that their FBCs/Bank Mitras shall maintain all records, accounts including registers / documents etc. as per instructions of the Bank, from time to time and ensure safe and proper custody of all records, accounts including documents etc. Their FBCs/Bank Mitras shall account for all the monies received and paid by the FBCs/Bank Mitras from/to the Customers. The transactions and cash position shall be reported to the Designated Base Branch on daily basis. The maximum cash that can be retained by their FBCs/BF/Bank Mitras shall be as per Bank's Policy (which may vary from time to time / intimated by the Bank). Their FBC/BF/Bank Mitra shall not retain cash more than the said limit. Their FBCs/BF/Bank Mitra shall promptly deposit the cash with the Designated Base Branch within the time frames stipulated by the Bank.
- 4.1.7. CBCs shall ensure that their FBCs/Bank Mitras and /or its employees or any other person engaged by them shall not commingle or misappropriate the funds in any manner. The CBC shall indemnify the Bank in this regard to the full extent.
- 4.1.8. CBC/ BF specifically agrees on its behalf and also on behalf of its BC/ Bank Mitra that the Bank shall be entitled to inspect and audit the performance of the CBC/ BF /BC/ Bank Mitra, records maintained by CBC/ BF /BC/ Bank Mitra through its officers/employees or agents / auditors/ Third Party / External Auditors as may be decided by the Bank at its sole discretion and CBC/ BF and its BC/ Bank Mitra hereby undertakes to promptly produce all records and information for the purposes of inspection and audit. CBC/ BF and its BC/ Bank Mitra shall provide access, to the Officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of records maintained by the CBC/ BF and its BC/ Bank Mitra, any audit report, review reports and findings made on the CBC/ BF and its BC/ Bank Mitra in connection with the services performed by CBC/ BF and its BC/ Bank Mitra for the Bank.
- 4.1.9. Further, CBC/ BF specifically agrees on its behalf and also on behalf of its BC/ Bank Mitra that it shall allow access to Reserve Bank of India (RBI) or persons authorized by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the CBC/ BF /BC/ Bank Mitra within a reasonable time. The persons authorized by RBI shall have right to obtain copies of the records, information etc. in possession of CBC / BF and/or their BC/Bank Mitra.

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- 4.1.10. CBCs/SPs shall further agree that in case access shall not be allowed to the persons authorized by RBI for the purposes of inspection which results in imposition of supervisory fees by RBI upon the Bank, and the Bank would be required to pay such supervisory fees to RBI, Bidder shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI.
- 4.1.11. CBCs/SPs or its agents shall bear all expenses / costs & charges in connection with the inspection and audit either conducted by the Bank or by RBI.
- 4.1.12. CBCs/SPs on behalf of their FBCs/Bank Mitras shall specifically agree that the Bank shall have full right to monitor and assess the performance of services by CBCs and their FBCs/Bank Mitras and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the Bank shall instruct the CBC in writing and CBCs shall agree to rectify the deficiencies or to ensure compliance of the instructions of the Bank.

4.2. Technical Terms and Conditions:

- 4.2.1. The Bidders on selection as CBCs shall ensure that the Kiosk of FBC shall be located within the Geographical area allotted to them and shall be in conformity with SSA approaches of Bank/GOI/SLBC as per guidelines issued by Bank as well as Non SSA approach of Bank. All FBC locations shall be in a prominent place as defined by Bank and acceptable to Bank.
- 4.2.2. The Kiosk of FBC should be housed in a building that should have minimum 150-200 Sq.ft. floor area. Copies of Lease/Rental Agreement with the landlord or latest tax receipt, if owned shall be kept on record with respective CBCs for each FBC location. A copy of the same shall also be submitted to the Base Branch. A Certificate in this regard shall be obtained by Bank from time to time from CBCs.
- 4.2.3. The Infrastructure set up for Kiosk for FBC shall have Sign Boards as per Bank's specification, Escalation Matrix Board depicting Base Branch office address, contact numbers, name of contact persons along with CBC's/Service Provider's office address, contact numbers, name of the supervisors etc. The operational infrastructure consists of proper sitting arrangements with ventilations, laptop/desktop/tablet/or any other fixed/movable devices as per specification/configuration decided by bank, Finger Image Record (FIR) enabled Fingerprint or without/Bio Metric/IRIS/Face Recognition Device, PIN PAD Device/Card reader/Bar Code Reader, passbook printer, thermal printer, CCTV, web camera, Internet with good connectivity etc. The cost towards Rent, Electricity, any other expenses, Device and Equipment costs shall be borne by FBCs themselves and CBCs shall ensure the procurement and periodical maintenance/upkeep/upgradation on behalf their FBCs/Bank Mitras.

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- 4.2.4. Bank may extend financial support in terms of extending interest bearing / commercial terms and conditions, loan facility to FBCs for setting up of their BC Infrastructure. The quantum and tenure of such loan facility shall be at the discretion of bank.
- 4.2.5. The device specifications of FBCs to meet specification standard of Bank before on boarding them into end-to-end FI solution. The CBCs shall be required to provide training and operational support for the end-to-end infrastructure supporting the FBCs including Device Procurement, Maintenance, Trouble Shooting etc.
- 4.2.6. CBCs shall extend all technical assistance related to onboarding, installation, re-installation of device and applications to their respective FBCs, at the time on boarding or any time in future, as per directions/stipulations of Bank and its third-party vendor to act as TSP for end-to-end FI solution.
- 4.2.7. All Devices/equipment deployed should be regulatory specification compliant and compliant with UIDAI/NPCI registered devices (RD). Any violation, like RD services guidelines, Regulatory specification, etc. and penalty so charged to the bank for such violation shall be recoverable from the CBCs.
- 4.2.8. CBCs shall ensure that Network security between Bank's FI Gateway and FBC terminal and it shall be their sole responsibility. CBCs shall ensure that data transmitted from Bank's FI gateway to FBC terminal and vice versa is secured at all times and is as per extant industry and Bank's standards.
- 4.2.9. Bank/CBCs should carry out security audit for the technology, process, and people, time to time, through internal sources or/and through third party. System/ISO Audit from time to time shall be done at the discretion of bank.
- 4.2.10. CBCs shall ensure that devices of FBC shall have an updated licensed version of anti-virus solution and only authorized/licensed software shall be loaded in the device of FBC. FBCs shall not install any tools that will enable screenshots, snipping tools to prevent exfiltration of Bank's information. Any loss of Bank's information or violation shall attract punitive action/penalty as a part of performance of CBC.
- 4.2.11. Bidder shall prepare and have in place a 'Business Continuity and Recovery Plan' for the purposes of ensuring continued rendering of services undertaken by the CBC and submit a self-attested copy of the same to the Bank simultaneously with the execution of the agreement or latest within one month from the date of execution of the agreement. CBCs shall agree to make necessary changes to

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the Business Continuity Plan or Contingency Plan as per instructions / directions given by the Bank after examination of the plan submitted by the CBCs. CBCs shall also test the Business Continuity and Recovery Plan periodically (at least once in 6 months) / as may be advised (at shorter interval) by the Bank in the presence of the Officer, employee or representative of the Bank if so required by the Bank.

4.3. Operational Terms and Conditions:

- 4.3.1. The Bidder appreciates and fully understands that the services of its employees are not exclusive to the Bank and that it will stipulate the freedom and non-exclusivity of the services of the persons employed/engaged/assigned in their respective contract of appointment. A copy of which will be furnished to the Bank.
- 4.3.2. Bidder shall act prudently in accordance with the terms of Agreement with Bank and shall exercise all due diligence in carrying out its duties and obligations under Agreement. The CBC/SPs shall agree that they will preserve the documents and data in accordance with the legal/regulatory obligation of the Bank in this regard.
- 4.3.3. Bidder agrees that they shall always have commitment for social action and capacity building, which shall be non-discriminative, secular, non-exploitative and transparent.
- 4.3.4. Bidders are fully aware that public shall have the freedom to use banking facilities by approaching the Bank directly even though the CBCs are available in their locality through their BC Network. Hence, the CBCs or their FBC/BFs shall not directly or indirectly convey or create an impression among the public that the Bank cannot be approached other than through the CBC/BC.
- 4.3.5. While the CBCs can act for more than one Bank, FBCs shall at the point of customer interface or at retail outlet, represent and provide banking services of one bank only. CBCs shall also ensure that customer data base and accounts details are kept separate and there is no commingling of data.
- 4.3.6. CBCs shall not introduce any product/ process without the written approval of the Bank. CBCs shall also agree that the financial services offered by their retail outlets / subagents / FBCs shall not be tied to the sale of any product of the CBCs.
- 4.3.7. CBCs shall not adopt any restrictive practice such as offering savings or remittance functions only to its own customers and forced bundling of services

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offered by the CBCs. CBCs shall undertake the activities at places other than the Bank premises/ ATMs.

4.3.8. The authentication of transactions at FBC point would be through matching the biometric/sample of fingerprint/IRIS/Face Recognition as decided by bank with UIDAI server or using the card-based PIN. The hardware system should support the products and services as per Bank's guidelines and specifications.

4.3.9. CBCs may have their own internal software for monitoring the performance of their FBCs. However, Bank may provide MIS/API access to CBCs. The CBCs shall have in place an effective communication mechanism for their FBCs.

4.3.10. CBC and their BCs shall ensure that its services using Agent Mobile Application/ Agent Web portal/ Micro-ATM PoS are fully compliant to RBI Guidelines for BCs and Do's and Don'ts, as specified by National Payments Corporation of India (NPCI) from time-to-time which shall inter-alia include:

- Display of the name & Logo of the Sponsor bank of CBC;
- Display of Agent ID with full name of CSP and PAN#
- Display of Customer care contact/email/WhatsApp details of the CBC / Bank
- Display of customer charges or no charges for each service, as the case may be.
- Customer Charges, if any, disclosed with delivery of SMS to customer after service fulfillment.
- Provision for communication of GPS location of CSP to Bank when transacting in accordance with the regulatory provision.

Non-compliance of the above-mentioned stipulation/conditions shall be considered very seriously and would attract action by authorities including penal provisions.

4.3.11. CBC and their BC/Bank Mitra shall ensure that its Settlement Bank Account fund transfers for services like AePS Cash-out settlement to BC/Bank Mitra etc. will be only through its BC/Bank Mitra's designated bank accounts and not through any other third party's account. Each BC/Bank Mitra may have settlement accounts in its own name or joint name or at the discretion of the Bank (with due prior written approval from the Bank) with 100% account verification done by CBC /Bank. Any misuse of the bank API for this purpose will be considered as serious non-compliance and consequent necessary action including penal provision.

4.3.12. CBC will ensure that it will have IT backend to support display and digital acceptance of any new terms and conditions, as required by regulatory changes, to its BC/Bank Mitra/CSP followed by email to each BC/Bank Mitra/CSP reproducing the new

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terms accepted. Repository of such records will be kept and made available to Bank on demand during periodic audit

4.4. Legal Terms and Conditions:

- 4.4.1. Bidders are aware that all information disclosed to the CBCs on engagement by the Bank and/or accessed by CBCs or its agents and all records, accounts, documents maintained by CBCs shall be confidential in nature and having regard to the sensitive nature of the information and records, shall specifically agree to maintain secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as CBCs would ensure for its own confidential & sensitive information. CBCs shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, agents, representatives, and Sub-Contractors to ensure compliance with confidentiality obligations of CBCs.
- 4.4.2. Bidder agrees that on engagement as CBC with Bank, upon an agreement with Bank, they shall indemnify and shall keep the Bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations by CBCs, as mentioned above, or their FBCs/Bank Mitras or its employees, agents, representatives, Sub-Contractors. CBCs further shall agree to make good the loss suffered by the Bank within 15 days upon first demand by the Bank which shall be final, conclusive and binding on CBC/.
- 4.4.3. Bidder specifically agree that the confidentiality and indemnification obligations of the CBCs in terms of their agreement with Bank when entered shall survive termination of agreement.
- 4.4.4. The contract/agreement with Bidder on selection as CBCs shall be on a principal-to-principal basis and on a non-exclusive basis and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal Agent relationship having regard to the nature of the transactions or by implication.
- 4.4.5. Bidder shall perform its obligations as CBC as an independent party. Neither the Agreement with Bank nor the Bidder's performance of obligations under the Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, principal employer-contractor, master and servant, or employer and employee, between the Bank and the Bidder as CBC or its employees, its Sub Agents, or/and their Field Business Correspondents/Business

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Facilitators/Bank Mitras.

- 4.4.6. The CBCs shall employ his/her/its/their own workmen for providing services after agreement with Bank. The employees of CBC or their agents like of FBCs/Bank Mitras will be under the total control, both administrative and supervisory, of the CBCs.
- 4.4.7. Neither Bidder as CBC nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 4.4.8. In the event any legal proceedings initiated by the employees, staff, agents of the Bidder as CBC against the Bank or the Bank shall be made a party in any proceedings, the Bidder as CBC shall implead itself as a party therein and ensure that the claim/case against the Bank is defended/extinguished/ dismissed immediately. All costs, expenses, charges, decree, award, claims, damages, compensations, etc., in this regard including Attorney's fees shall be borne by the Bidder as CBC. The Bidder as CBC shall indemnify and keep the Bank indemnified in this regard to the full extent.
- 4.4.9. The Bidder as CBC shall verify the antecedents of the personnel it desires to engage for provision of the Services and shall ensure that it does not engage or continue to engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in the provision of Services.

4.5. Compliance of Laws:

- 4.5.1. Bidder shall be responsible as CBC to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by CBC as per agreement with Bank.
- 4.5.2. Bidder as CBC shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of the agreement between the CBC & the Bank.
- 4.5.3. Bidder as CBC shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, FBCs, agents, representatives, and Sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus, or other benefits to which they may be entitled, and the Bank shall have no liability in this regard.
- 4.5.4. The Bidder shall on demand by the Bank, produce any document in proof of statutory payments paid/payable by the CBCs/SPs in compliance of the provision

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of any labour or other statute, and supply copies of the same as may be required by the Bank.

4.5.5. Bidder as CBC shall represent and warrant that it shall have full authority to enter into Agreement with the Bank and render the services as envisaged as per agreement and all Corporate or other necessary approvals have been obtained for entering Agreement with the Bank. Further, the persons who shall execute agreement on behalf of the Bidder as CBC shall have full authority and power to execute agreement and bind the CBC.

4.5.6. Bidder as CBC shall not violate any proprietary and intellectual property rights of Bank and / or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright, and any other proprietary rights.

4.6. Fees, Taxes, Duties & Payments and Penalty:

4.6.1. Bidder as CBC shall be paid fees and commission by the Bank in the manner detailed in Pricing of Services offered to Bank as per Section-6 subject to deduction of TDS thereon wherever required under the provisions of the Income Tax Act, etc.

4.6.2. TDS responsibility of FBCs shall be on CBCs, for which Bank shall not be liable.

4.6.3. All other taxes excluding GST, duties and other charges which may levied shall be borne by the Bidder as CBC and the Bank shall not be liable for the same. No costs / expenses shall be payable/ reimbursed by the Bank against conveyance, traveling expenses, boarding, lodging, out of pocket expenses, liaising etc.

4.6.4. The Bidder as CBC shall not demand, collect/recover any commission/service charges or other monies from the Customers, directly for the services rendered by them.

4.6.5. All expenses, stamp duty and other charges expenses in connection with execution of agreement with Bank shall be borne by Bidder as CBC.

4.6.6. In case of customer complaints, deficiency in service on the part of Bidder as CBC or its employees, FBCs, agents, representatives, and Sub-Contractors, etc., the Bank shall be within its rights to withhold the fees, commission payable or demand return of the fees, commission paid.

4.6.7. Without prejudice to the bank's right to terminate the agreement with Bank, for any defective services or inability to provide the service for any reason or

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nonfunctioning of the Indian Bank Common Service Point (CSP) or BC Point or Indian Bank Grahak Seva Kendra of bank for any reason, beyond 5 (five) working days continuously, a penalty @Rs. 500/- per day (From the 6th day onwards) will be charged for each of the CSP/BC Point/Grahak Seva Kendra will be charged and deducted from the commission of Bidder as CBC.

4.7. General Indemnity and Liability:

- 4.7.1. Bidder as CBC shall agree and keep the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in services rendered by Bidder or any acts of commission / omission on the part of employees, agents, representatives, or Sub-Contractors of Bidder or their FBC/BFs. Bidder as CBC shall agree to make good the loss suffered by the Bank within 15 days upon first demand by the Bank which shall be final, conclusive and binding on Bidder as CBC
- 4.7.2. Bidder as BC shall be liable under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents, representatives and/or sub-contractors) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/or transactions.

4.8. Performance Security:

- 4.8.1. The successful Bidder after Agreement with Bank to act as CBCs/SPs shall deposit with the Bank, security deposit as Performance Security in the form of a Performance Bank Guarantee (PBG) for the equal amount in lieu of Security Deposit to be given as security for the due performance and observance by the CBC/SP of all the stipulations, conditions and agreements contained in the contract.
- 4.8.2. Within 15 days of issuance of work order i.e. Agreement with Bank for providing BC Management Services, the successful bidder becoming CBC shall furnish to the Bank the Performance Security equivalent to Rs.60,00,000 (Rupees Sixty lakhs only) in the form of Bank Guarantee validity for 69 months from the date of Agreement with the Bank (or a date specified by the Bank, which shall be close to the period mentioned) with further 12 months claim period from the Validity date in the format as per Annexure-XI. Relaxations if any, extended by GOI/Competent Authorities for furnishing Performance Guarantee shall be

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passed on to Eligible bidders.

- 4.8.3. The Performance Security submitted by the CBCs, only on Agreement entered with Bank, shall be invoked as compensation for any loss resulting from any default on the part of CBC or its employees, FBCs, agents, representatives, and Sub-Contractors and/or the CBC's failure in completing their obligations under the agreements with the Bank or/and extension thereof and shall cover all terms and conditions mentioned in the agreement.
- 4.8.4. The Performance Security will be discharged by the Bank and returned to the successful bidder acting as CBC with Bank, not later than 30 (Thirty) days following the date of completion of performance under the CBC agreement. Performance Security of those CBCs shall be discharged and returned by the Bank if the agreement for providing BC management services cease to exist.
- 4.8.5. Failure of the successful bidder on becoming CBC of Bank to comply with the requirement of signing agreement and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security, in which event Bank may call for the new Bids.
- 4.8.6. For empanelment of CBCs, Bank shall issue the communication after finalization of selection and may invite for executing agreements. After execution of the agreement by the successful Bidder (as CBC) with the Bank, the CBC must complete the obligation of BC deployment as per mandate. The 1st mandate includes Minimum deployment of 90% of the allotted BCs/Bank Mitras in the Regions/Zones within 45 days of execution of agreement or timeline set by Bank whichever is later.

Failing to comply with the timelines of 45 days will invite penalty of Rs.10,000 (Rupees Ten Thousand Only) per day from 46th day of issuance of mandates/ execution of agreements. Bank reserves the right to cancel the mandate if the successful Bidder, as CBC, fails to activate all SSAs/Non SSAs within 60 days from date of mandate / agreement. Bank reserves the right to cancel entire mandate and forfeit PBG, if CBC fails to appoint BCs within 60 days from signing the agreement or timeline set by Bank whichever is later.

4.9. Term & Termination of Agreement:

- 4.9.1. The agreement shall be valid for a period of 3 years from the date of its execution and may be renewed for further period of 2 years or beyond, on yearly basis, at Bank's discretion, on the existing terms and conditions or modified terms and conditions, as may be mutually agreed between the parties. The Bank as well as

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Bidder as CBC shall have right to terminate the agreement by giving a month's notice in writing to the other party. In the event of termination of the agreement by Bidder as CBC, all records, information including documents, etc., shall be returned by Bidder as CBC and their BCs to the Bank as per instructions of the Bank.

- 4.9.2. The Bank shall have a right to terminate the agreement immediately by giving a notice in writing to Bidder in the eventualities described as per Model Agreement.
- 4.9.3. Notwithstanding anything contained herein, the Bank reserves its right to terminate the agreement immediately without assigning any reason.

In the event of the termination of the agreement by either party pursuant to clause(s) hereinabove, CBC shall be liable and responsible to return all records and information in its possession / its BC's / Bank Mitra's possession.

4.10. Governing Laws & Jurisdiction:

4.10.1. The agreement shall be governed and construed in accordance with the Laws of Republic of India.

4.10.2. The parties agree to submit to the jurisdiction of the appropriate court in Chennai, Tamil Nadu, in connection with any dispute between the parties under the agreement. (Mediation & Arbitration can be considered as an alternative to Court remedies)

4.10.3. All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement or in discharge of any obligation arising out of the Agreement shall be settled amicably. If the parties are not able to solve them amicably, either party (the Bank or Successful Bidders) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Successful Bidder shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Chennai (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.

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- 4.11. Bank at its discretion may execute agreements/allot the mandates to successful bidders empaneled through this RFP for engaging its agents at locations provided by bank. Empanelment does not give a right to empaneled bidder to claim the mandates for BC Management Services. Bank shall not be binding to enter into any agreement or give commitment in entire period, as per clause 4.9.1.
- 4.12. All Payments are subject to applicable taxes, including TDS, GST etc. GST compliance shall be done by the Bidders. In all payments Bank shall bear the GST cost.
- 4.13. "The appointment cannot be transferred or assigned by the Bidder without the prior written approval of the Indian Bank." Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit, written permission of the Bank. The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/her relationship with the Bank.

SECTION-5

5.0. Eligibility Criteria:

Pre-Qualification/ Eligibility Criteria for Bidders in response to the “RFP” Proposal:

5.1. The Bidder, who will be participating in the RFP for empanelment/selection of CBCs as per terms mentioned in this RFP document including willingness to deploy FBCs as per Bank’s requirement and anywhere in India, shall have the following eligibility criteria:

- 5.1.1. NGO/MFIs set up under Societies/ Trust Acts and/ or Section 25 Companies: or
- 5.1.2. Co-operative Societies registered under Mutually Aided Co-operative Societies Acts/ Co-operative Societies Acts of States/ Multi State Co-operative Societies Act; or
- 5.1.3. Post Offices; or
- 5.1.4. Payment banks; or
- 5.1.5. Companies registered under the Indian Companies Act, 1956/2013 with large and widespread retail outlets, excluding Non-Banking Financial Companies (NBFCs); or
- 5.1.6. Non-Deposit taking NBFCs (NBFC-ND) subject to compliance of RBI guidelines:

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- i. that there is no commingling of bank funds and those of the NBFC-ND appointed as CBC.
- ii. There shall be a specific contractual arrangement between the bank and the NBFC-ND to ensure that all possible conflicts of interest are adequately taken care of.
- iii. that the NBFC-ND does not adopt any restrictive practice such as offering savings or remittance functions only to its own customers and forced bundling of services offered by the NBFC-ND and the bank does not take place.

or

- 5.1.7. SHG Federations or Self-Help Groups Promoting Institutions (SHPIs) as Corporate BCs. The SHG Federation/SHPI will appoint and manage the selected members as Bank Sakhis (Bank Mitra) as per NABARD guidelines (Details provided separately – Location of BC)

- 5.1.8. Consortium members shall not be allowed to participate.

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- 5.1.9. Only one bidder in Group Company having common director / trustee can participate.
 - 5.2. Bidder should have the relevant object clause of activities (Corporate Business Correspondent (CBC) business) in commensurate with the objective and scope of work of this RFP in their Internal Charter Memorandum of Association (MOA)/Articles of Association (AOA) / By Laws/ Deeds/ Constitutions of Bidder. Bidder must be in relevant business such as EBT, DBT, Aadhaar Based Payment Platform etc. The discretion of bank in interpretation of object clause shall be final and binding on Bidder.
 - 5.3. Bidder should have at least 4 years of experience as on the date of publication of this RFP. In case of Micro and Small Enterprises (MSEs) and Startups (as defined by Department of Industrial Policy and Promotion (DIPP), recognized by Department of Industry & Internal Trade (DPIIT), subject to their fulfilling its terms and conditions), minimum experience shall be treated as 2 years as on the date of publication of this RFP.
 - 5.4. The Bidder should have been engaged in Customer Service Outlets and BC Management activities.
 - 5.5. The Prime Project Leader/Executor/Technical or Operational Head of the Bidder should have at least 2 years of experience in Financial Inclusion Solution with a Public Sector Bank /Private sector bank / RRB.
 - 5.6. Bidder shall have experience of successful implementation of BC Management for financial inclusion project in at least one Public Sector Bank /Private sector bank / RRB in India, which has minimum 500 Branches. The presence of BCs of the Bidder should be at least in 5 states/ UTs with a minimum of 500 BCs/FBCs.

Bidders claiming benefits under MSE / Startups should have experience of successful implementation of BC Management for financial inclusion project for at least one Public Sector Bank /Private sector bank / RRB in India, which has minimum 500 Branches.
 - 5.7. The activities to be undertaken by the FBCs/ Bank Mitras would be within the normal course of Bank's business as defined in the scope of work of this RFP. The services of the FBC / Bank Mitra shall be in their allotted location / area, but at places other than the bank's premises/ ATMs.
 - 5.8. (i) The Net Worth of the Bidder should be positive for the previous three financial years. i.e. as per Audited Financial Statements for the FY 2020-21, FY 2021-22

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and 2022-23. If Audit has not been completed for the FY 2022-23, Chartered Accountant Certified Provisional Financial Statements shall be submitted / accepted. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2022-23 is to be submitted by the bidder separately.

(ii) Minimum Net Worth should be Rs.10 Crore or more as on 31.03.2023, as per balance sheet for the FY 2022-23.

(iii) The Annual report for the last 3 years as mentioned above, shall be submitted by Bidder.

(iv) Net Worth of the bidder should not be negative as on 31.03.2021, 31.03.2022 & 31.03.2023 and should not have eroded by more than 30% in the last three years, viz., FY 2020-21, FY 2021-22 & FY 2022-23.

Bidders claiming benefits under Micro and Small Enterprises (MSE) / Startups shall have the following criteria with regard to Net Worth:

(i) The Net Worth of the Bidder should be positive for the previous two financial years, as per Audited Financial Statements for the FY 2021-22, FY 2022-23. If Audit has not been completed for the FY 2022-23, Chartered Accountant Certified Provisional Financial Statements shall be submitted / accepted. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2022-23 is to be submitted by the bidder separately.

(ii) The Annual report for the last 2 years as mentioned above, shall be submitted by Bidder

(iii) Minimum Net Worth should be Rs.1 Crore or more as on 31.03.2023, as per balance sheet for the FY 2022-23.

(iv) Net Worth of the bidder should not be negative as on 31.03.2022 & 31.03.2023 and should not have eroded by more than 30% in the last two years, viz., FY 2021-22 & FY 2022-23

Bank shall compute Net Worth of the entity as per prevalent practice. The computation of net worth methodology is entirely at the discretion of Bank and Bank's decision in this regard shall be binding to all Bidders.

5.9. The Bidder should have an Average Annual Business Turnover of Rs.10.00 crore during the previous three financial years, i.e. as per Audited Financial

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Statements for the FY 2020-21, FY 2021-22 and FY 2022-23. Bidders claiming benefits under MSE / Startups should have an Average Annual Business Turnover of Rs.2.00 Crore during the previous two financial years. i.e. as per Audited Financial Statements for the FY 2021-22 and FY 2022-23.

If Audit has not been completed for the FY 2022-23, Chartered Accountant Certified Provisional Financial Statements shall be submitted / accepted. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2022-23 is to be submitted by the bidder separately.

- 5.10. The Bidder should not have been blacklisted during the last 5 (five) financial years by any of Government Authority or Public Sector Undertakings (PSUs)/ PSU Banks/ IBA/ RBI/ NABARD/NPCI/ UIDAI/ IDBRT, etc. Bank shall disqualify those entities in case their name appears in any public domain and their bid for further process will not be considered.
- 5.11. The services of the Bidder should not have been discontinued by any Bank on account of non-performance /poor performance in last 3 (three) financial years; in case of Bidders claiming benefits under MSE / Startups, the same shall be considered in last 2 financial years.
- 5.12. The Bidder should satisfy the norms of due diligence as laid down by Reserve Bank of India or any other regulatory body like NPCI, UIDAI etc.
- 5.13. The Bidder should have adequate organizational strength to undertake / service large areas, deploying BC/FBC Agents in all the states / UTs of India, as and when required by the Bank.
- 5.14. FBCs engaged by them should have sufficient knowledge to handle the technology/MICRO ATMs/Tablets/Integrated Mobile Devices /enrollment devices as per technical specifications required by bank / regulatory authorities at Indian Bank Customer Service Point/Indian Bank Grahak Seva Kendra so as to provide requisite banking services financial as well as non-financial to customers.
- 5.15. Neither the Bidder nor its Promoters and Directors should be defaulters to any financial institution. The Bidder should not have been reported adversely against their creditability by any Bank to Indian Banks Association / RBI / Credit Rating Agencies for any malpractice / fraud / prosecutions / etc.
- 5.16. Bidder will sign the Pre-Contract Integrity Pact (IP) as per Annexure -XV.

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- 5.17. Bidder should have a team of minimum 10 certified, experienced engineers working dedicatedly on FI technology solutions since last 3 years out of which 2 engineers should have more than 2 years of experience as a team / project leader. Bidders claiming benefits under MSE / Startups should have a team of minimum 5 certified, experienced engineers working dedicatedly on FI technology solutions since last 2 years out of which 2 engineers should have more than 1 year of experience as a team / project leader.
- 5.18. The Bidder should be able to depute local supervisors in the Zones of the Bank, in which Indian Bank desires to have CSP Centre i.e., there must be at least 1 supervisor for every 40 FBCs for implementation of FI programme of the Bank. The deployment of supervisors must be completed within 45 days of allocation of centres/agreement with Bank. The allocation of centres to the Service Providers must not be construed as matter of right. Bank reserves the right to allocate fully/partially or not to allocate at all.
- 5.19. The Bidder is expected to examine all instructions, forms, terms and conditions and technical bid requirements in the RFP documents. Failure to furnish all information / documents, as required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the Bidder's risk and might result in the rejection of the bid.
- 5.20. The Documents as mentioned in **Annexure -VII** are to be submitted by the bidders along with the Bid Documents. Bidders who do not meet the Pre-Qualification Eligibility Criteria and Compliance / necessary documentary evidence, declarations, etc. as mentioned in **Annexure -VII** are not submitted along with the Bid Documents, shall not be considered for 2nd stage Evaluation.

6.0. Pricing of BC Management Services and Payment Terms:

6.1. Bank follows OPEX Model for BC Management Services through Corporate Business Correspondents (CBCs) for remuneration to CBCs and FBCs. Bank shall have centralized payment structure. There shall be 3 types of remuneration structure for CBCs/FBCs for rendering BC management Services to Bank.

- a) Fixed Component: - Based on minimum no. of enrolments in SB, Term Deposits, SSS Schemes (PMJJBY, PMSBY, APY) or any other products as and when decided by the Bank and/or Minimum No. of eligible Transactions (Cash, Fund Transfer) working for minimum 25 days in a month eligible for maximum Rs.5000 (Rupees Five Thousand Only) or in proportionate basis per month per FBC. If the number of working days is less than 20 days, then @Rs.500/- per day shall be deducted as penalty for 1st Six months of Operation of FBCs except on genuine grounds to be decided by bank. (1st Operation of FBCs shall be reckoned from the date of carrying out one transaction in his/her terminal ID after on boarding into Bank's FI solution. If Minimum enrollment and minimum transactions criteria are not met, the BCs shall be given only Rs.2500/- after the 1st Six Months of Operation).
- b) Variable Components: - It is of two parts- Part 1: Transaction and Part 2: Retention of Deposits.

Part 1: Transaction: Based on eligible transactions in Cash-in-Cash out (CICO) in approved account types or/and product and services of Bank per month per FBC.

Part 2: Retention of Deposits: Monthly Incentives based on Retention of SB/RD deposits in the accounts enrolled by FBCs on Daily Average basis subject to fulfilling certain Terms and Conditions of Bank with a maximum cap.
- c) Enrolment Commission in SSS Schemes and Other Business Canvassed by FBCs:
Payable on Quarterly or various Interval the frequency of which at the discretion of Bank as per agreed rates/DFS/RBI approved rates for SSS and defined rates of Bank from time to time.

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- 6.2. Bidders, selected as CBCs, who enter all the required agreements, including, Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), etc. with the Bank, shall be provided the Pricing of BC Management Services and Payment Terms.
- 6.3. Bank shall pay only for eligible transactions performed by FBCs during a month as per rule engine, scenarios considered by Bank, by deducting accommodating/round-tripping/ineligible transactions from the actual transactions performed by FBCs. The repetitive, round leg/trip, split transactions done by FBCs to maximize transaction volume shall be not eligible for commission.
- 6.4. Bank shall endeavor to pay the commission on or before 10th day after receiving invoice from CBCs without any binding/commitment on their part for the delay in payment directly to the ESCROW account to be opened with Bank by the Bidders on their selection as CBC. The ratio of sharing commission with FBCs and CBCs shall be 80:20. The CBCs shall be required to provide mandate to Bank before 1st week of every month for direct credit of Net commission (Computed Commission Less TDS/GST/Penalty, if any) into the SB accounts of FBCs to be maintained with their respective base branches of Indian Bank. TDS/Issuance of Income Certificate/Form 16 to FBCs shall be the sole responsibility of CBCs.
- 6.5. Bank may consider Payment Cycle for remuneration to FBCs from 25th of every month to 24th day of succeeding month to release timely payment to FBCs preferably on or before 10th of every month. The Payment cycle may alter or remain as above, at the discretion of Bank and with mutual consent of both the parties, viz., Bank and CBCs.
- 6.6. Bank at its discretion may declare incentives/awards/performance recognition systems for FBCs directly without 20% share of the CBCs. Bidders on selection as CBC shall have to put their consent for reimbursement of 100% such amount to FBCs without any sharing pattern.
- 6.7. The insurance premium of Cash Handled by FBCs shall be borne by Bank. However, the quantum of Cash/Working Capital requirement per FBC in specific areas shall be governed by Policy of Bank in vogue.
- 6.8. FBCs shall be Village Level Entrepreneurs (VLEs). Bidder in the capacity of CBCs on selection shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents & representatives

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and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus, or other benefits to which they may be entitled, and the Bank shall have no liability in this regard. CBCs may enter into similar agreement with individual FBCs.

Note:

- 1) The commission structure shall be inclusive of all taxes & charges other than GST.
- 2) The fixed charges will be paid to the BCA/BC, wherein the BCA should be active as under:
 - a. FBCs should work minimum 4 hours on all working days and minimum 25 days a month.
 - b. Non-functioning on minimum working days shall attract penalty. The fixed remuneration shall attract pro-rata reduction to be calculated as follows.
(No. of days worked/25) x Eligible fixed component.
 - c. The methodology of minimum 4 hours working per day and minimum no. of working days shall be computed by Bank.
 - d. No Fixed Remuneration to individual FBCs shall be paid in case Fixed and Variable commission put together exceeds Rs.25, 000/- p.m.

6.9. The indicative pricing structure is as under: (Subject to Change)

S.No	Parameter	Remuneration
1	Fixed Remuneration for BCs*	Rs 5000/-
2. Variable Component		
2	New SB Account Enrollment	Rs 20 for SB account
3	New FD Account Enrollment	Rs 10/- (FD<=Rs10,000/-) & Rs 25/- (FD>Rs 10,000/-) Min FDR value Rs: 100/-
4	New RD Account Enrollment	Rs 10/- (RD<=Rs 500/-) & Rs 20/- (RD>=Rs 500/-). Min RD Value Rs.100/-
5	New PMJJBY*: PMSBY: APY*	(Rs 7.50/- to Rs 30.00/-): Rs 1/-: Rs 50/-
6	APY persistency	Rs 25/- for 2 years on persistency
7	Onus Cash Deposit (AePS)	Up to Rs.12.50 lakh (0.40%),

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	& TPD) /Withdrawal (AePS & RuPAY)	>12.50 lakh up to 50 lakh (0.20%), Max. Rs.20/- >50 lakh (0.10%). Max. Rs.15/- 0.10% extra for Hilly/LWE/Uncovered Village
8	AEPS Offus Cash Deposit / Withdrawal	0.50% per Txn up to Max Rs 10/-
9	AEPS Fund Transfer	Onus: 1% of Txn amount, Min Re.1/- & Max Rs.10/- per Txn Off us: 0.5% per Txn up to Max Rs 10/-
10	KCC account canvassing	@ 0.25% of limit sanctioned and disbursed subject to a max of Rs. 300/- & Rs.250/- per renewal.
11	Old Age pension payment (OAP) in TN	Rs.10/- per OAP on disbursement
12	For retention of SB/RD deposits	0.50% per annum payable on monthly basis if Aggregate Average Daily Balance More than Rs 25 Lakhs. Max Rs.10 Crore & Calculation will be for Balance Rs 2.50 lakh in individual account. Maximum Incentive is capped at Rs 35000/-
13	Recovery of NPA	As Per Recovery Policy of Bank
14	Rupay Card Activation	Rs 5/- per activation of RUPAY card
15	Fixed Cost for BC Management for CBCs	CBC: BCs: 20:80 linked to Gross BC earning
*Terms and conditions apply		

Note: The Pricing of BC Management Services and Payment Terms are subject to change at the discretion of the Bank, which shall be binding on the bidders / CBCs.

SECTION-7

7.0. Model Agreement / Service Level Agreement (SLA): (Indicative that may change at the time of Actual Agreement)

1. Model Business Correspondent Agreement: (IBA Format)

THIS AGREEMENT is made on thisday of.....,2023 between **Indian Bank**, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai 600014 (hereinafter called as Bank "The Bank") interchangeably, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns , as FIRST part

and **M/s -----** (Name of CBC/BF) having its Registered Office at ----- (Address, City and Country of CBC/BF) hereinafter referred to as Corporate Business Correspondent/ Business Facilitator (CBC/BF) as the case may be which term or expression unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successors in title and permitted assigns of the SECOND part

And are hereinafter individually referred to as party and collectively referred to as "The Parties".

WHEREAS the Bank has undertaken to expand its banking operations extensively in accordance with the Guidelines issued by the Reserve Bank of India, with including modifications thereto as may be made by the RBI from time to time, and

WHEREAS pursuant to the aforesaid guidelines, the Bank is desirous of availing services of the CBC / BF on principal-to-principal basis to facilitate its business growth and the CBC/BF has offered to undertake such assignment / provide professional services as may be required by the Bank (in terms of Bank's RFP and its subsequent Amendments for Empanelment of Corporate Business Correspondents (CBCs) entities for BC Management Services (Ref. No. CO/FID/CBCRFP/1/2023-24 dt 31.08.2023, subject to changes to be incorporated from time to time, at the discretion of the Bank).

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

NOW THEREFORE this agreement witnesseth as under:

2. Scope of Services

The CBC/BF agrees to provide the services as detailed hereunder, as per the scope of Services including the following and as may be required by the Bank from time to time.

Nature of Services:

PART 'A'

- a) Identification of prospective customer / borrowers & fitment of activities.
- b) Collection and preliminary processing of loan applications including verification of primary data.
- c) Creating awareness about savings and other products offered by the Bank, education and advice on managing money & debt counseling.
- d) Processing & Submission of applications to the Bank.
- e) Promotion, nurturing, monitoring and handholding of Self-Help Groups/ Joint Liability Groups / Credit Groups and others.
- f) Post sanction monitoring in case of advances / loans granted by the Bank.
- g) Follow up of Recovery.

PART 'B'

- a) Disbursal of Small Value Credits Strictly as per instructions of the Bank.
- b) Recovery of principal / interest from the borrowers and prompt deposit of the same with the Bank.
- c) Collection of small value deposits & prompt deposit of the same with the Bank.
- d) Sale of Micro insurance / mutual fund / pension and other third-party products as may be decided by the Bank.
- e) Receipt & delivery of small value remittances / other payment instruments.
- f) Any other service as may be advised by the Bank in writing to the CBC / BF.
- g) Bank may onboard FinTech Companies/ NBFCs etc. through exposing Application Programming Interface (API). Services to be rendered through these functionalities shall be part of this agreement.

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CBCs are not permitted for Sub-contracting any of the activities related to BC Management Services either to a third party or subsidiary or in any form and within Scope of the RFP / this agreement, unless specifically permitted by the Bank in writing.

CBC/ BF agrees and confirms that they and also their BC/ Bank Mitras/agents/ employees, sub-contractors.

- a) are properly trained to perform the CBC's/ BF's /BC's/ Bank Mitra's obligations under this agreement, and would maintain, privacy of customer information and shall inform the correct terms and conditions of the products offered to the prospective customers etc.
- b) adhere to extant instructions on Fair Practices Code for lending as also their own Code for collection of dues or in the absence of such a code at the minimum adopt the Indian Banks' Association (IBA)'s Code for collection of dues and repossession of security. It is essential that they refrain from any acts or omission that could damage the integrity and reputation of the Bank.
- c) CBC/ BF and its BC/ Bank Mitra shall treat all the customers with dignity and respect. CBC/ BF and its BC/ Bank Mitra shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the customer's / borrowers' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.
- d) CBC/BF and its BC/Bank Mitra shall adhere to the performance standards in respect of services and products as detailed in schedule 'A' hereunder written, which forms part & parcel of this agreement. The Bank reserves the right to change / vary / the contents of schedule 'A' by advising the same to CBC/BF in writing and upon such advise the amended Schedule 'A' shall become effective.
- e) CBC/ BF and its BC/ Bank Mitra is fully aware that failure to observe as above shall attract penal provisions including termination of the agreement without any notice. If any complaint arises from customers of The Bank or members of the public against the CBC/ BF or its BC/ Bank Mitra or employees of having used unethical or coercive measures in the process of recovering the dues, CBC/ BF alone shall be liable and answerable for the same and the Bank shall, in addition to other remedies in law shall also be entitled to recover such damages or compensation that the Bank may be constrained to pay as per any order of Reserve Bank of India, Courts, Tribunals or Statutory Authorities in this regard.

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Display at Customer Service Point (CSP) Outlets:

- a) CBC/ BF and its BC/ Bank Mitra to ensure that each CSP outlets will install uniform standard signage in the local language (vernacular), prescribed by the Bank indicating its status as Customer Service Point for the Bank and displaying Bank's logo, PMJDY logo, name of CBC / BF / BC/ Bank Mitra, name of the Bank & contact details of the Link branch as well as the address and telephone number of Controlling Authority of the Bank and Banking Ombudsman.
- b) Apart from the above, every CSP will have to display the following details in its outlets for information of the public:
 - i. Working hours;
 - ii. List of products / services available at CSP Outlets;
 - iii. Charges for various services to be recovered from customers;
 - iv. List of Do's and Don'ts for customers;
 - v. List of Do's and Don'ts for CSPs;
 - vi. Transaction limits;
 - vii. Instructions regarding Rupay Card;
 - viii. Certification acquired through Indian Institute of Banking & Finance (IIBF);
 - ix. Other display materials advised by the Bank from time to time.

3. Maintenance of Records by CBC/BC / BF AND Monitoring / Inspection by the Bank

- a) CBC/ BF specifically agrees that they alongwith their BC/ Bank Mitra to maintain all records, accounts including registers/ documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents etc. CBC/ BF and their BC/ Bank Mitra shall account for all the monies received and paid by the BC/ Bank Mitra to the Customers. The transactions and cash position shall be reported to the Designated Base Branch on daily basis. The maximum cash that can be retained by the BC/ Bank Mitra shall be intimated by the Bank and BC/ Bank Mitra shall not retain cash in excess of the said limit. CBC/ BF shall ensure that their BC/ Bank Mitra promptly deposit the cash with the Designated Branch within the time frames stipulated by the Bank.
- b) CBC / BF shall ensure that their BC/ Bank Mitras and /or its employees or any other person engaged by them shall not co-mingle or misappropriate the funds in any manner.

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- c) CBC/ BF specifically agrees that the Bank shall be entitled to inspect and audit the performance of the CBC/ BF /BC/ Bank Mitra, records maintained by CBC/ BF /BC/ Bank Mitra through its officers/employees or agents / auditors/ Third Party / External Auditors as may be decided by the Bank at its sole discretion and CBC/ BF and its BC/ Bank Mitra hereby undertakes to promptly produce all records and information for the purposes of inspection and audit. CBC/ BF and its BC/ Bank Mitra shall provide access, to the Officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of records maintained by the CBC/ BF and its BC/ Bank Mitra, any audit report, review reports and findings made on the CBC/ BF and its BC/ Bank Mitra in connection with the services performed by CBC/ BF and its BC/ Bank Mitra for the Bank.
- d) Further, CBC/ BF specifically agrees on its behalf and also on behalf of its BC/ Bank Mitra that it shall allow access to Reserve Bank of India (RBI) or persons authorized by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the CBC/ BF /BC/ Bank Mitra within a reasonable time. The persons authorized by RBI shall have right to obtain copies of the records, information etc. in possession of CBC / BF and/or their BC/Bank Mitra. CBC/ BF further agrees that in case access is not allowed to the persons authorized by RBI for the purposes of inspection which results in imposition of supervisory fees by RBI upon the Bank, and the Bank is required to pay such supervisory fees to RBI, CBC/ BF shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI.
- e) CBC/ BF shall bear all expenses/ costs & charges in connection with the inspection and audit either conducted by the Bank or by RBI.
- f) CBC/ BF specifically agrees that the Bank has full right to monitor and assess the performance of services by CBC/ BF /BC/ Bank Mitra and wherever the Bank discovers any deficiency or non - performance of the services up to the mark, the Bank shall instruct the CBC/ BF /BC/ Bank Mitra in writing and CBC/ BF agrees to rectify the deficiencies and / or to ensure compliance of the instructions of the Bank.

4. Business Continuity and Recovery Plan

CBC/ BF agrees to prepare and have in place / produce a 'Business Continuity and Recovery Plan' for the purposes of ensuring continued rendering of services undertaken by the CBC/ BF /BC/Bank Mitra to the Bank simultaneously with the execution of the agreement or latest within one month from the date of execution of the agreement. CBC/ BF agrees to make necessary changes to the Business Continuity and Recovery Plan or Contingency Plan as per instructions / directions

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given by the Bank after examination of the plan submitted by the CBC/ BF . CBC/ BF shall also test the Business Continuity and Recovery Plan periodically (at least once in 6 months) / as may be advised (at shorter interval) by the Bank in the presence of the Officer, employee or representative of the Bank if so required by the Bank.

5. Additional covenants

- a) The CBC/ BF appreciates and fully understands that the services of its BC/ Bank Mitra/ employees are not exclusive to the Bank and that it will stipulate the freedom and non-exclusivity of the services of the persons employed/engaged/assigned in their respective contract of appointment, a copy of which will be furnished to the Bank.
- b) CBC/ BF and its BC/ Bank Mitra shall act prudently in accordance with the terms of this Agreement and shall exercise all due diligence in carrying out its duties and obligations under this Agreement. The CBC/ BF agrees that they and their BC/Bank Mitra will preserve the documents and data in accordance with the legal/regulatory obligation of the Bank in this regard.
- c) CBC/ BF agrees that they and their BC/Bank Mitra shall always have commitment for social action and capacity building, which shall be non-discriminative, secular, non-exploitative and transparent.
- d) CBC/ BF are fully aware that public shall have the freedom to use banking facilities by approaching the Bank directly even though their BC/Bank Mitra is available in their locality. Hence the CBC/ BF and their BC/Bank Mitra shall not directly or indirectly convey or create an impression among the public that the Bank cannot be approached other than through the CBC/ BF / BC / Bank Mitra.
- e) While the CBC/ BF can act for more than one Bank, one BC/ Bank Mitra at the point of customer interface or at retail outlet, shall represent and provide banking services of one bank only. CBC/ BF shall also ensure that customer data base and accounts details are kept separate and there is no co-mingling of data.
- f) CBC/ BF or its BC/ Bank Mitra shall not introduce any product/ process without the written approval of the Bank. CBC/ BF also agrees that the financial services offered by the retail outlets/ sub- agents of the CBC/ BF shall not be tied to the sale of any product of the CBC/ BF or its BC/ Bank Mitra.
- g) CBC/ BF and/or its BC/ Bank Mitra shall not adopt any restrictive practice such as offering savings or remittance functions only to its own customers and forced bundling of services offered by the CBC/ BF and/or its BC/ Bank Mitra. CBC/ BF and its BC/ Bank Mitra shall undertake the activities at places other than the Bank premises/ ATMs.

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h) CBC/ BF and their BC/Bank Mitra shall ensure that its services using Agent Mobile Application/ Agent Web portal/ Micro-ATM PoS are fully compliant to RBI Guidelines for BCs and Do's and Don'ts, as specified by National Payments Corporation of India (NPCI) from time-to-time which shall inter-alia include:

- Display of Sponsor bank of CBC/ BF ;
- Display of Agent ID with full name of CSP and PAN#
- Display of Customer care contact/email/WhatsApp details of the CBC / Bank
- Display of customer charges or no charges for each service, as the case may be.
- Customer Charges, if any, disclosed with delivery of SMS to customer after service fulfillment.
- Provision for communication of GPS location of CSP to Bank when transacting in accordance with the regulatory provision.

Non-compliance of the above-mentioned stipulation/conditions shall be considered very seriously and would attract action by authorities including penal provisions.

i) CBC/ BF and their BC/Bank Mitra shall ensure that its Settlement Bank Account fund transfers for services like AePS Cash-out settlement to BC/Bank Mitra etc. will be only through its BC/Bank Mitra's designated bank accounts and not through any other third party's account. Each BC/Bank Mitra may have settlement accounts in its own name or joint name or at the discretion of the Bank (with due prior written approval from the Bank) with 100% account verification done by CBC/ BF /Bank. Any misuse of the bank API for this purpose will be considered as serious non-compliance and consequent necessary action including penal provision.

j) CBC/ BF will ensure that it will have IT backend to support display and digital acceptance of any new terms and conditions, as required by regulatory changes, to its BC/Bank Mitra/CSP followed by email to each BC/Bank Mitra/CSP reproducing the new terms accepted. Repository of such records will be kept and made available to Bank on demand during periodic audit.

6. Confidentiality

a) CBC/ BF and their BC/ Bank Mitra are aware that all information disclosed to the CBC/ BF /BC/ Bank Mitra by the Bank and/or accessed by CBC/ BF /BC/ Bank Mitra or its agents and all records, accounts, documents maintained by CBC/ BF /BC/ Bank Mitra are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner &

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degree of care as CBC/ BF and its BC/ Bank Mitra would ensure for its own confidential & sensitive information. CBC/ BF shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its BC/ Bank Mitra, employees, agents, representatives and Sub-Contractors as the case may be to ensure compliance with confidentiality obligations of CBC/ BF /BC/ Bank Mitra.

- b) CBC/ BF agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per **clause 6(a)** above by CBC/ BF or their BC/Bank Mitra or its employees, agents, representatives, Sub-Contractors. CBC/ BF further agrees to make good the loss suffered by the Bank within 15 days upon first demand by the Bank which shall be final, conclusive and binding on CBC/ BF.
- c) CBC/ BF specifically agrees that the confidentiality and indemnification obligations of the CBC/ BF in terms of this agreement shall survive termination of this agreement.

7. Relationship Between the Parties

- a) It is specifically agreed that this arrangement is on a principal-to-principal basis and on a non-exclusive basis and CBC/ BF and their BC/ Bank Mitra/ employees/ agents shall not be deemed to be the Agent of the bank except in respect of the transactions/services which give rise to Principal-Agent relationship having regard to the nature of the transactions or by implication. CBC/ BF and their BC/ Bank Mitra shall perform its obligations under this Agreement as an independent party. Neither this Agreement nor the CBC/ BF and/or its BC/ Bank Mitra's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, principal employer-contractor, master and servant, or employer and employee, between the Bank and the CBC/ BF or its employees, its Sub Agents or / and its BC/Bank Mitras.
- b) The CBC/ BF hereby agrees to employ their own BC/ Bank Mitras, employees or personnel for providing services under this agreement. The employees of CBC/ BF or its agents will be under the total control, both administrative and supervisory, of the CBC/ BF. CBCs are not permitted for Sub-contracting any of the activities related to BC Management Services and within Scope of the RFP already referred this agreement and / or as per this agreement.
- c) Neither CBC/ BF nor its BC/ Bank Mitra, employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- d) In the event any legal proceedings are initiated by the employees, staff, agents of the CBC/ BF /BC/ Bank Mitra against the Bank or the Bank is made a party in any proceedings, the CBC/ BF shall implead itself as a party therein and ensure that the

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claim/case against the Bank is defended/extinguished/ dismissed immediately. All costs and expenses in this regard including Attorney's fees shall be borne by the CBC/ BF. The CBC/ BF shall indemnify and keep indemnified the Bank in this regard to the full extent.

- e) The CBC/ BF shall verify the antecedents of the personnel it desires to engage for provision of the Services and shall ensure that it does not engage or continue to engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in the provision of Services.

8. Compliance of Laws

- a) CBC/ BF hereby agrees and declares that it shall be the sole responsibility of CBC/ BF to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by CBC/ BF and/or its BC/ Bank Mitra as envisaged under this agreement.
- b) CBC/ BF shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this agreement.
- c) CBC/ BF shall be solely liable & responsible for compliance of applicable Laws (including providing adequate salary as per Minimum Wages Act, Medical, etc.) in respect of its Business Correspondents/Business Facilitators/Bank Mitras, employees, agents, representatives and Sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus, Workmen's compensation or other benefits to which they may be entitled and the Bank shall have no liability in this regard.
- d) The CBC/ BF shall, on demand by the Bank, produce any document in proof of statutory payment payable by the CBC/ BF /BC/ Bank Mitra in compliance of the provision of any labour or other statute, and supply copies of the same as may be required by the Bank.
- e) CBC/ BF hereby represents and warrants that it has full authority to enter into this Agreement and render the services as envisaged under this agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this agreement on behalf of the CBC/ BF have full authority and power to execute this agreement and bind CBC/ BF and its BC/Bank Mitra.
- f) CBC/ BF and its BC/ Bank Mitra shall not violate any proprietary and intellectual property rights of Bank and / or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights.

9. Fees, Taxes Duties & Payments:

- a) CBC/ BF shall be paid fees and commission in the manner detailed in Schedule 'B' hereunder written subject to deduction of TDS thereon wherever required under the provisions of the Income Tax Act, etc. by the Bank.
- b) All other taxes excluding GST, duties and other charges which may be levied shall be borne by the CBC/BF and the Bank shall not be liable for the same. No costs / expenses shall be payable / reimbursed by the Bank against conveyance, travelling expenses, boarding, lodging, out of pocket expenses, liaising etc.
- c) The CBC/ BF /BC/ Bank Mitra shall not demand, collect/recover any commission/ service charges or other monies from the Customers, directly for the services rendered by them.
- d) All expenses, stamp duty and other charges expenses in connection with execution of this agreement shall be borne by CBC/ BF.
- e) In case of customer complaints, deficiency in service on the part of CBC/ BF /BC/ Bank Mitra etc., the Bank shall be within its rights to withhold or demand return of the fees, commission paid.
- f) Without prejudice to the bank's right to terminate the agreement, for any defective services or inability to provide the service for any reason or non functioning of the Common Service Point (CSP)/ BC point/ Grahak Seva Kendra of bank for any reason, beyond 5 (five) working days continuously, a penalty @Rs.500/- per day (From the 6th day onwards) will be charged for each of CSP/ BC point/ Grahak Seva Kendra and will be deducted from the commission of CBC/ BF / BC/ Bank Mitra.

10. General Indemnity and Liability

- a) CBC/BF agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in services rendered by CBC/ BF / BC/ Bank Mitra or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of CBC/ BF. CBC/ BF agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final, conclusive and binding on CBC/ BF.
- b) CBC/ BF shall be liable under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline

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transactions committed (including those committed by any of its employees, agents, representatives and/or sub-contractors) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/or transactions.

- c) Bank has the right in recovering any amounts paid inadvertently to the CBC/ BF / BC/ Bank Mitra, shall be recovered from CBC/ BF /BC/ Bank Mitra in any manner, which shall be binding on the CBC/ BF.

11. Security Deposit

The CBC/ BF shall deposit with the Bank an amount **of Rs.60,00,000/- (Rupees Sixty lakhs only)** in the form of Bank guarantee from a Nationalized/Scheduled Commercial bank, other than Indian Bank, for the equal amount in lieu of the Security Deposit, validity for 69 months from the date of Agreement with the Bank with further 12 months claim period from the Validity date to be given as security as and by way of security for the due performance and observance by the CBC/ BF of all the stipulations, conditions and agreements contained in the Contract.

12. Term & Termination

- (A) The agreement shall be valid for a period of 3 (three) years from the date of its execution and may be renewed for further periods of 2 (two) years on yearly basis at Bank's discretion with existing terms and conditions or as may be mutually agreed between the parties. The Bank as well as CBC/ BF shall have right to terminate the agreement by giving a month's notice in writing to the other party. In the event of termination of the agreement by CBC/ BF, all records, information including documents, etc., shall be returned by CBC/ BF /BC/ /Bank Mitra to the Bank as per instructions of the Bank.
- (B) The Bank shall have a right to terminate the agreement immediately by giving a notice in writing to CBC/ BF in the following eventualities:
- a) If any Receiver/Liquidator is appointed in connection with the business of the CBC/ BF or CBC/ BF transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of CBC/ BF.

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- b) If CBC/ BF applies to the Court/Tribunal or passes a resolution for voluntary winding up/insolvency resolution etc. of CBC/ BF or any other creditor / person files a petition for winding up or dissolution/insolvency resolution of CBC/ BF.
- c) If CBC/ BF in the reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- d) If CBC/ BF is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by CBC/ BF as envisaged under this agreement.
- e) If any officer/employee/director of CBC/ BF or their relatives as defined in Section 2(77) of the Companies Act, 2013 becomes a director/officer or employee of the Bank.

(C) Notwithstanding anything contained herein, the Bank reserves it's right to terminate the agreement immediately without assigning any reason.

In the event of the termination of the agreement by either party pursuant to clause(s) hereinabove, CBC/ BF shall be liable and responsible to return all records and information in its / its BC's / Bank Mitra's possession.

13. Micro ATM / Integrated mobile device

- (I) Bank will provide the CBC/ BF with a specification of laptop/tablet/ Integrated mobile device/Micro ATM where proprietary application of the Bank will be uploaded for undertaking various banking transactions on the terms stipulated hereunder.
- (II) All Services stipulated hereunder shall be provided by the CBC/ BF through their BC/ Bank Mitra to the customers solely through the specified laptop/tablet/ Integrated mobile device/Micro ATM and the CBC/ BF /BC/Bank Mitra shall not in any circumstance undertake any off-line transactions. In the event the CBC/ BF or their BC/Bank Mitra is found and/or discovered doing any such malicious/wrong/fraudulent acts and/or offline transactions, it shall be liable and charged for such civil/penal and criminal acts in terms of any laws in force and CBC/ BF shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever in respect of the prohibited transactions.

14. Governing Laws & Jurisdiction

- a) The agreement shall be governed and construed in accordance with the Laws of Republic of India.

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- b) The parties agree to submit to the jurisdiction of the appropriate court in India in connection with any dispute between the parties under the agreement. (Mediation & Arbitration can be considered as an alternative to Court remedies)

Notices: Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by facsimile) or 15 (fifteen) clear days after posting.

Address for Notice/ Correspondence with the Bank	Indian Bank, Corporate Office, Financial Inclusion Department, 254-260 Avvai Shanmugam Salai, Royapettah, Chennai 600 014
Address for Notice/ Correspondence with the CBC / BF	

15. AADHAR Related Obligations

- a) The CBC/ BF hereby agrees and undertakes that if the CBC/ BF /BC/Bank Mitra and/or any CBC's/ BF's / BC's staff obtains or collects the Aadhaar Details of any customer, it shall do so only after ensuring that such collection of Aadhaar Details and purpose thereof are permitted by applicable law of parliament;
- b) If Proof of possession of Aadhaar or Aadhaar number is obtained/ collected, the CBC/ BF /BC/Bank Mitra shall ensure that the Aadhaar number is redacted or blacked out in compliance with extant laws and / or regulatory guidelines, adequate and prior informed consent from the said customer is obtained in accordance with the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the relevant regulations prescribed thereunder and the Prevention of Money Laundering Act, 2002 and the relevant regulations prescribed thereunder and any other notification, circular or guidelines, prescribed by the relevant authorities under the said acts including by the Reserve Bank of India (RBI) and/or the Unique Identification Authority of India (UIDAI). The CBC/ BF shall ensure that the said consent is stored for as long as the same may be required by law and the CBC/

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- BF shall forthwith furnish the said consent for any such customers, to the Bank, as and when may be required by Bank.
- c) The CBC/ BF expressly undertakes and confirms that it shall not store the Aadhaar number or Virtual Id in any manner whatsoever.
 - d) The CBC/ BF agree and assure that they and their BC/Bank Mitra shall at all times comply with applicable law including the aforesaid Acts, regulations, rules and guidelines and circulars, including in relation to the safeguards and measures.
 - e) The CBC/ BF expressly and unequivocally agrees to and hereby does indemnify, save, defend and hold harmless the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives, successors and assigns of, from and against all, direct and indirect, claims, notices, damages, fines, penalties, losses, costs, expenses, attorneys' fees, together with taxes from time to time, incurred or suffered by the Bank in respect of any breach by the CBC/ BF /BC/Bank Mitra and/or any CBC's/BF's staff of the undertakings given in this clause by the CBC/ BF.

16. Force Majeure

- a) Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.
- b) If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) If the Force Majeure situation continues beyond 30 days, either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

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17. Infrastructure & Technology Standards

CBC/ BF to ensure that the hardware requirements at the BC Point/CSP outlets are met and updated regularly with the latest software patches/ security features so as to ensure quality and uninterrupted service to the customers (to be prescribed by the Bank from time to time.)

18. Non-Disclosure

The existence and terms of this Agreement are confidential. The CBC/ BF and their BC/Bank Mitra and/or any CBC's/BF's staff shall not, at any time, disclose to any person / entity, the existence or terms of this Agreement, except as required under Applicable Law, after obtaining permission in writing from the Bank. The CBC/ BF shall ensure that each person to whom it communicates such information, under the terms of and in accordance with this Agreement, be similarly bound.

19. Miscellaneous

- a) Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed by authorised representatives, in the case of an amendment by each party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- c) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.
- d) Neither this agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- e) The CBC/ BF shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions and services contemplated hereby.

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- f) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- g) In case of any change in applicable laws or Regulatory Instructions or any other Authority in India that has an effect on the terms of this Agreement, the parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
- h) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.
- i) Any term not specifically included in this agreement and provided in the RFP shall be deemed to be incorporated in this agreement unless provided otherwise.
- j) If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original but all of which taken together, shall constitute one and the same legal instrument.
- k) The CBC/ BF /BC/Bank Mitra shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the specific written consent & approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- l) The CBC/ BF agrees that they / their BCs/Bank Mitras/ any employees shall not use the logo, trademark, copy rights of other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- m) This Agreement shall not be construed as joint venture. Each party shall be responsible for all its obligations towards its respective employees. No employee of any of the two parties shall claim to be employee of other party.

SCHEDULE 'A'

Details of specific services/ products to be rendered by CBC/ BF and their BC/Bank Mitra shall be as per the terms of the RFP and also include the following:

(A) BC/BF activities:

- a) Enrollment of customers under PMJDY accounts and Social Security Schemes through BC Channel, including collection of biometric and other details, provide card (ID Card, Debit Card, Credit Card), PIN.

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- b) Provide transaction facility
- (i) Deposit of money in an account with any bank
 - (ii) Withdrawal of money from an account with any bank
 - (iii) Remittances from an account with a bank to an account with the same or any other bank
 - (iv) Balance Enquiry and issue Receipts/ Statement of Accounts.
- c) Disbursal of credit facilities to borrowers involving small amounts strictly as per the instructions of the Bank.
- d) Bank shall impose per day/per month/per customer/per batch transaction limit to be performed by BCs/Bank Mitras at the discretion of Bank in a flexible manner subject to revision.

(B) Other activities:

- a) Identification of borrowers and classification of activities as per their requirements.
- b) Collection and prima facie scrutiny of loan applications including verification of primary data.
- c) Creating awareness about savings and other products offered by the Bank and education and advice on managing money & debt counseling.
- d) Preliminary scrutiny of data and submission of applications to the Bank for its review.
- e) Promotion, nurturing, monitoring and handholding of Self-Help Groups and/or Joint Liability Groups and/or Credit Groups and others.
- f) Sale of third party financial products with prior approval of the concerned Bank.
- g) PMJDY accounts through BC Channel
- h) Home loans/ Loans Against Property
- i) Auto Loan
- j) Loans against TDR/NSC/KVP etc.
- k) Gold Loans, SME Loan
- l) GCC/KCC
- m) Current account and Saving Bank account (other than No Frills Account)
- n) Term deposits and Recurring deposits.

Additional products may be added / deleted / modified / amended from time to time as per

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the discretion of the Bank, which may be binding on CBC/ BF/ BC/ Bank Mitra.

SCHEDULE 'B'

(Provisional / Indicative structure of the fees/ commission to be paid to CBCs / BFs / BCs / Bank Mitras and the manner in which it will be paid)

- a) Bank follows OPEX Model for BC Management Services through Corporate Business Correspondents (CBCs) for remuneration to CBC/BFs and BCs/Bank Mitras. Bank shall have Centralized New Uniform Payment Structure (NUPS) at Corporate Level. There shall be 3 types of remuneration structure for CBC/BF/BC/Bank Mitra for rendering BC management Services to Bank.
 - i) Fixed Component
 - ii) Variable Component
 - iii) Enrolment Commission in SSS Schemes and Other Business Canvassed by BCs/Bank Mitras
- b) Bank shall pay only on eligible transactions performed by BCs/Bank Mitras during a month as per rule engine, scenarios considered by Bank by deducting accommodating/round-tripping/ineligible transactions from the actual transactions performed by BCs/Bank Mitras. The repetitive, round leg/trip, split transactions done by BCs/Bank Mitras to maximize transaction volume shall be not eligible for commission.
- c) Bank shall endeavor to pay the commission on or before 10th day after receiving invoice from CBC/BF without any binding/commitment on their part for the delay in payment directly to the ESCROW account to be opened with Bank by the CBC/BF. The ratio of sharing commission with BCs/Bank Mitras and CBC/BF shall be 80:20. The CBC/BF shall be required to provide mandate to Bank before 1st week of every month for direct credit of Net commission (Computed Commission- TDS/GST/Penalty, if any) into the SB accounts of BCs/Bank Mitras to be maintained with their respective base branches of Indian Bank. TDS/Issuance of Income Certificate/Form 16 to BCs/Bank Mitras shall be the sole responsibility of CBC/BF.

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- d) Bank may consider Payment Cycle for remuneration to BCs/Bank Mitras from 25th of every month to 24th day of succeeding month to release timely payment to BCs/Bank Mitras preferably on or before 10th of every month. The Payment cycle may alter and remain as above at the discretion of Bank and with mutual consent of both parties Bank and CBC/BF.
- e) Bank at its discretion may declare incentives/awards/performance recognition systems for BCs/Bank Mitras directly without 20% share of CBC/BF. Bidders on selection as CBC/BF shall have to put their consent for reimbursement of 100% such amount to BCs/Bank Mitras without any sharing pattern.
- f) The insurance premium of Cash Handled by BCs/Bank Mitras shall be borne by Bank. However, the quantum of Cash/Working Capital requirement per BC/Bank Mitra in specific areas shall be governed by Policy of Bank in vogue.
- g) BCs/Bank Mitras shall be Village Level Entrepreneurs (VLEs) and Bidder in the capacity of CBC/BF on selection shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents & representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus, or other benefits to which they may be entitled, and the Bank shall have no liability in this regard. CBC/BF may enter into similar agreement with individual BCs/Bank Mitras.

Note:

- 1) The commission structure shall be inclusive of all taxes & charges other than GST.
- 2) The fixed charges will be paid to the BCs/Bank Mitras, wherein the BCs/Bank Mitras should be active as under:
 - a. BCs/Bank Mitras should work minimum 4 hours on all working days and minimum 25 days a month.
 - b. Non-functioning on minimum working days shall attract penalty. The fixed remuneration shall attract pro-rata reduction to be calculated as follows.
(No. of days worked/25) x Eligible fixed component.

c. The methodology of minimum 4 hours working per day and minimum no. of working days shall be computed by Bank.

d. No Fixed Remuneration to individual BCs/Bank Mitras shall be paid in case Fixed and Variable commission put together exceeds Rs.25,000/- p.m.

The indicative pricing structure is as per Annexure which is Subject to Changes from time to time at the discretion of Bank and shall be intimated to the CBC/BF, which shall be binding on the CBC/BF/ BC/Bank Mitra.

Details of the Number of Locations/Centres to be covered by the CBCs/SPs in Pan India shall be provided to the CBC by the Bank.

2 SCOPE OF SERVICES TO BE OFFERED

1. The Corporate Business correspondent (CBC)/Business Facilitator (BF) will ensure to provide the following services.

Business Correspondent (BC) / Bank Mitra Activities:

- a) Enrollment & Account Opening of Savings / Basic Bank Accounts/PMJDY as per bank's requirement of both offline or/and online mode from time to time with or without Aadhaar for various or/and specific states as per laid down policy of bank.
- b) RD/FD/Term Deposit/Any other retail deposits Enrolment and Account Opening for the tenure and amount fixed/to be charged by bank from time to time as per laid down policy of bank.
- c) To deposit money in an account with any bank using AEPS/Normal/Any other mode or combination of all as decided by bank from time to time.
- d) Withdrawal of money from an account with any bank through AEPS/card based/Micro ATM/ Integrated mobile device/any other mode approved by bank.
- e) Remittances from an account through AEPS/Other mode with a bank to an account with same or any other bank using technology platform.
- f) Balance Enquiry and issue of Receipts/Statement of Accounts.
- g) Generation of Mini Statement and facility of Passbook Printing.
- h) Canvassing of Loan Applications from Eligible Beneficiaries.

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Other Activities:

- a) Creating awareness about savings and other products offered by the Bank and Education and advice on managing money & debt counselling amongst the habitats.
- b) Follow up and recover of loan from the borrowers allocated by the link branch, as per extant scheme for Recovery of Bank's dues/to be changed from time to time.
- c) Promotion/Enrolment of Social Security Schemes of Central/State/any other approved agencies like of PMJJBY/PMSBY/APY etc. at present or to be directed by bank from time to time.
- d) Aadhaar Demographic/Biometric authentication/E-KYC/Promotion of Digital Payment Structure etc.
- e) Sale of third party financial/insurance/health/any other products with prior approval of the bank.
- f) Distribution of coins and notes to the customers.
- g) Any other activities/services/products that shall be intimated by bank from time to time.

Bank may also consider using BCs/Bank Mitras for additional activities, the followings to improve the viability of the BCs/Bank Mitras.

- ✓ Collection and preliminary processing of loan applications including verification of primary information/data.
- ✓ Processing and Submission of applications of banks
- ✓ Post Sanction Monitoring
- ✓ Follow up for Recovery

The CBC/BF is responsible to the customer for acts of omission and commission of the BC Agent/Bank Mitra. The above list is indicative not exhaustive, if the banks so desire, may use the services of the BC Agent/Bank Mitra for other products introduced from time to time. CBC/BF shall in consultation with bank devise viable and sustainable activities for BCs / Bank Mitras that includes Personal Accident Insurance Policy & Health Policy for BC/Bank Mitras, the cost for the same has to be borne by CBC/BF/BC/Bank Mitra.

2. The various permissible activities from BC/Bank Mitra's point inter-alia include:

- a) Any customer of our Bank (On us) or other Bank (Off us) can do deposit, withdrawal & fund transfer transactions from Bank Mitra locations on AEPS Platform, if their SB account is seeded with Aadhaar or Card Based Transactions (Both On us and Off us) if RuPay card/ ATM has been issued in their account through Micro ATM/ Integrated

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mobile device/ Pin Pad with the Bank Mitra. Customer of our Bank can do normal deposit transactions without Aadhaar at the Kiosk through self or third party.

- b) Bank Mitras are equipped with Aadhaar Based and RuPay/ATM based transactions facility fully integrated with the digital eco system and they work as human Kiosk/ATM of the Bank.
- c) Opening of online SB, RD, FD and Term Deposit Accounts.
- d) Deposit in Current, Overdraft, Cash Credit and KCC accounts. This facility may be used for cash management, but no commission shall be paid for such transactions.
- e) Withdrawal in KCC account and SHG account through RuPay/ATM Card.
- f) Mobilization of small Agriculture and Retail Loan proposal and its monitoring.
- g) Recovery in small and medium NPA accounts up to Rs.15.00 Lakh or as prescribed by the Bank.
- h) Passbook printing in SB & RD Accounts.
- i) Selling and Enrollment of PMSBY, PMJJBY, APY and other Insurance Products permitted by the Bank.
- j) Aadhaar Seeding and RuPay card distribution.
- k) Balance Enquiry and Generation of Mini Statement of our Bank Customers.
- l) Other products permitted by the Bank from time to time.

BC/Bank Mitra is prohibited from charging any fee to the customers directly or indirectly for services rendered by them on behalf of bank.

3. BCs/Bank Mitras to be involved through Recovery of Bank's Dues in Loan Account, as per Bank's Policy, up to Rs.15.00 Lakh or as prescribed by the Bank.

The CBCs shall appoint Specified Recovery Agent (SRAs) for their command areas. These SRAs shall have to undergo minimum 100 hours training and obtain certificate issued by IIBF and fulfill other eligibility criteria. There may be one or more (maximum 50) BC/ Bank Mitras working as Recovery Agents under each SRA. All Specified Recovery Agents (SRAs) must ensure that all the BCs/Bank Mitras undertaking the role of Recovery Agents under his control are properly trained to handle with care and sensitivity, their responsibilities, in particular aspects like hours of calling, privacy of customer information etc. and abide by the code of conduct. **Separate Agreement shall be executed by bank with CBCs/SPs in this regard.**

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4. Cash Management:

Bank shall not be responsible for any cash management at the Customer Service Point (CSP). The CBC/BF/BCs/ Bank Mitras may, however, apply for an overdraft facility from banks on the usual commercial terms and conditions and the Banks shall have the discretion to sanction or reject the same. However, the cash available at Bank Mitra point shall be regarded as Bank's cash and as per RBI directives and bank's approved policy the cash shall be insured in the following manner.

Umbrella Insurance Policy

Bank has obtained the following two Policies for BCs / Bank Mitras under Umbrella Insurance from M/s United India Insurance Company Ltd. on combined floater Sum Insured basis for one year.

The details of sum insured under Umbrella Insurance Policy for BCs/Bank Mitras are as under, which may change from time to time at the discretion of the Bank:

- i. **Loss on Premises:** The limit of money in the premises/ BC point/ Place of business of operation of Business Correspondents (BCs) / Bank Mitras in the usual course of business is as mentioned-

Money in Safe - Rs.1,50,000/-

Money in Counter – Rs.1,50,000/-

- ii. **Loss in Transit:**

The limit for cash in transit per Business Correspondent (BC) / Bank Mitra in the usual course of business for Single carrying Limit is Rs.2,00,000/- (Rupees Two lakhs only).

The amounts / limits / terms & conditions mentioned herein are subject to change from time to time, at the discretion of the Bank, which shall be binding on the CBC/BF/BC/Bank Mitra.

Requirements for Coverage of BCs / Bank Mitras under Umbrella Insurance Policy

The Base Branch Managers and Zonal Offices concerned of our bank shall ensure strict adherence of the various requirements stipulated by the Insurer for fulfilling the eligibility criteria in case of happening of any event resulting in lodgement of claim. Our Field General Manager Secretariat shall also exercise required monitoring, supervision, and control in the matter. It is therefore necessary for the CBC/BF concerned, to keep themselves abreast with the various provisions of the Umbrella Insurance Policies. The requirements are as follows: -

- a) All BCs/Bank Mitras shall maintain details of Cash Receipts and Payments during the day, by properly maintaining Cash Receipt, Payment and Balance Register and

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invariably obtain signatures/LTI/RTI (as the case may be) of the customer in the same Register for record.

- b) The BC/Bank Mitras shall maintain proper record of opening balance, intra-day transactions and closing balance in the Cash Receipt, Payment and Balance Register.
- c) The Closing cash balance (at EOD) should tally with the Opening Balance of the day and addition of difference of Receipt and Payments during the day (Intraday transactions).
- d) The total cash kept inside the Safe / Almirah / Drawer overnight at the Bank Mitra location should tally with the closing balance recorded in the Cash Receipt, Payment and Balance Register.
- e) Under no circumstances, the total amount with the BC/Bank Mitra in cash, safe and counter should exceed Rs.150000/- (Rupees one lakh fifty thousand only), or as specified by the Bank, at any point of time.

Other Important Points of the Umbrella Insurance Policy

- a) Basic Sum Assured covers loss of cash (both at BC Location and in transit), fraud and forgery, dishonesty of the Bank Mitra etc.
- b) The policy shall not cover and pay more than one claim in respect to liability / loss arising out of/ covering act of an individual Bank Mitra.
- c) The Policy stipulates "Excess Clause" where 5% of each claim of the Basic Sum Assured subject to minimum Rs.5,000/- should be borne by the insured.
- d) The terms & conditions/warranties of 'Transit' clause of the Bank Mitras' Money Policy are to be ensured /complied with by the Bank Mitras and the Base Branches.

5. Other Terms and Conditions:

- a) The CBC/BF have to provide basic banking services from their own outlet set up at identified locations in consultation with our link branch/es in metro/urban/semi urban/rural areas.
- b) The CBC/BF have to procure the required hardware (as specified by bank), connectivity and equipments that may be required for providing banking services through CSP outlets, the cost of which would be borne by them. After the readiness of the site, bank shall issue operator code to start banking services through Kiosk. CBCs/BFs shall use the Kiosk Banking Solution Software (KBS) of our bank/or of any third party approved by our bank. Bank may permit CBC/BF to use their own software as per bank's approved architecture and conformity with bank's IT policy. BCs/Bank Mitras are required to invest in equipments, hardware, and connectivity by themselves.

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- c) The CBC/BF has to furnish the list of authorized agents proposed to be employed by them with details of their bio-data containing photograph, address, age, educational background etc. duly verified and conducting due diligence about the character and good conduct of their agent/operator.
- d) ID cards to BCs/Bank Mitras shall be issued by CBC/BF depicting bank's logo and to the approved banking correspondents only.
- e) The CBC/BF must render BC services to the bank purely with commercials agreed by the CBC/BF & Bank and there will be no employer-employee relationship between the Bank and the BC/Bank Mitra or any of the employees of CBC/BF.
- f) The CBC/BF has to implement decentralized cash management system i.e. a separate settlement account should be maintained for each outlet with respective link branch assigned to the outlet. Each BC/ Bank Mitra must have one SB account attached with the same base branch for credit of their remuneration.
- g) It is the sole responsibility of the CBC/BF to manage cash of their own at each service outlet/kiosk centre approved by the bank and reconcile the same with amount of transactions processed at each outlet on daily basis
- h) It is the sole responsibility of the CBC/BF to ensure the cash in transit and overnight retained cash is adequately insured by obtaining insurance cover over and above prescribed by the bank.
- i) The bank may provide an overdraft facility on merit for settlement account per BC point wise against securities on the usual commercial terms and conditions and the bank shall have the discretion to sanction or reject the same.
- j) Criminal record of person to be checked and police verification to be done before appointing her/him as BC Agent/Bank Mitra. Since the machine provided to BC Agent/Bank Mitra is critical piece of infrastructure, it should be used only by the authorized BC Agent/Bank Mitra through Aadhaar Log in. On date change, while working BC Agent/Bank Mitra is required to do the fresh log in on next date. If the machine is used by some unauthorized person, then CBC/BF is required to lodge the police complaint.
- k) Sub Kiosk Operator (Sub KO) /Sub Operator (with due prior written approval of the Bank) should also have same qualification of main BC agent and should do Aadhaar Log in.
- l) CBC/BF to file copy of valid agreement entered with BCs/Bank Mitras in the bank within One Month from the date of renewal agreement.
- m) Do's & Don't list to be displayed in a uniform manner at Bank Mitra point. (Format provided by Bank in Annexure - V)
- n) The Services rendered by the BC/Bank Mitra should be displayed at the at BC Point. (Format provided by Bank).

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- o) CBCs/BFs should not take huge security amount from the BCs/Bank Mitras in the name of devices/training etc.
- p) CBCs/BFs to provide technical and administrative support to BC / Bank Mitra. Service Level Agreement (SLA) to be executed between CBC/BF and BC/Bank Mitra.
- q) Proper periodic training of the BCs/Bank Mitras, managing attrition plan for Bank Mitras by coverage of Incentives, Accolades, Personal Accidental Coverage, Health Policy etc. to be taken care of by CBCs/SPs. Bank also with intimation to CBCs/SPs arrange training /sensitization programme for Bank Mitras.
- r) CBC/BF to inform bank about their Grievance Redressal Mechanism Structure immediately after this agreement.
- s) Provision of one sub-BC Agent/Bank Mitra as fall back arrangement in absence of main BC Agent/Bank Mitra with Aadhaar log in may also be considered in bank & CBCs so desire.
- t) If any BC/Bank Mitra has taken money from customers, other than the prescribed or/and does any other misdemeanour with them then strict action to be taken against that BC/Bank Mitra. If any BC/Bank Mitra fails to ensure this at the field level and it is found that the BC/Bank Mitra is charging for the services more than prescribed by Bank, then CBCs will also be liable for action.

The above scope of services would be subject to revision from time to time at the sole discretion of the Bank and shall be binding on the CBC / BF / BC / Bank Mitra

STANDARD OPERATING PROCEDURE (SOP) FOR BUSINESS CORRESPONDENTS

1. Logistics at the BC/CSP Outlets

- a) Display of signage as approved by the bank.
- b) Display of BC certificate as an authorized bank's BC/ Bank Mitra.
- c) ID card for BC/Bank Mitra to be issued by CBC/BF with Bank's logo.
- d) Ensure availability of required Stationary - Account opening forms, loan application forms, check lists, publicity materials/pamphlets/job cards for banking products.
- e) Display of phone numbers of Help line, Bank officials (Base Branch, Controlling offices, BC's Field Supervisor, etc.)
- f) Maintenance of Registrars (Types of Registers will be informed separately)
- g) Name of Grievance Redress Official and contact number to be displayed.
- h) Ensure provision like box, almirah for safe upkeep of fingerprint scanner/ device, etc. and other stationary registers.

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- i) Availability of bench, waiting chairs, drinking water facility to customers.
 - j) List of Do's & Don'ts for customers to be displayed.

2. Image Building & Trust

- a) CBC / BF/ BCs /Bank Mitras to create awareness about the channel among the public.
- b) BCs /Bank Mitras to market the banking products and a pull for the customers.
- c) CBC / BF to do due diligence for BCs /Bank Mitras selection.
- d) Arrange mass enrolments to reduce cost.
- e) Arrange for training of BCs /Bank Mitras

3. Technical Requirement

- a) Safe upkeep of front-end device viz. BC Device, PC Kiosk, biometric device, printer, etc.
- b) Keeping the device battery charged/in ready mode for providing services.
- c) Maintaining help line number of technology/device provider.
- d) Downloading the updated versions of the front-end applications.
- e) Uploading the transactions online and real time basis.
- f) Keeping the PIN/CSP cards secret to obviate any possibility of unauthorized use of the technology device.

4. Operational Requirement

- a) Approval from the Bank for establishing a BCs /Bank Mitras / outlet at any Centre.
- b) Account opening form filing up and collection of required KYC documents/ photograph of the customer.
- c) Enrolment of customer as per the process approved by bank.
- d) Digitization of customer details within 2 days of customer enrolment and transmission of data to the bank.
- e) Sending account opening forms to the link branches as per TAT.
- f) Coordinating with link branches for expedite verification and upload of customer data in CBS for account creation.

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- g) Distribution/Delivery of card/CBS account number to the customers, after account creation in bank's CBS.
 - h) Arranging removal of objections raised by the base branches in account creation.
 - i) Maintaining secrecy about customer account information.
 - j) Maintenance of sufficient balance in the BC settlement account to support customer transactions and fund settlement with the bank.
 - k) CBC / BF / BCs /Bank Mitras will ensure replenishing/collection of surplus cash from the CSP outlets.
 - l) CBC / BF will ensure to regular payment of remunerations to the BCs /Bank Mitras.
 - m) BCs /Bank Mitras will ensure availability of consumables like printing paper, etc at the CSP outlets.
 - n) BCs /Bank Mitras will arrange for reconciliation of customer account balances with the bank.
 - o) CBC / BF / BCs /Bank Mitras to ensure issuance of POS/Technology device generated receipt to the customers on successful transaction.
 - p) To define dispute resolution mechanism.
 - q) Forwarding any feedback/complaint received from the customers to the bank.
 - r) Risk Mitigation process in operations.
 - s) Arranging insurance for devices at the BCs /Bank Mitras / CSP outlets.
 - t) In case of temporary/permanent termination of BCs /Bank Mitras / CSP at any outlet, CBCs to make alternate arrangement to ensure continuity of banking services to the customers.
 - u) Expedite increase of capacity of the BC's /Bank Mitra's electronic devices to ensure continuity in customer services
 - v) Arrange for availability of remuneration to the BC's /Bank Mitra's outlets

5. Legal Requirement:

CBC/BF shall be solely responsible for compliance of all legal provisions in respect of Persons/ BCs/Bank Mitras engaged by CBC/BF. The Bank shall not in any way be considered to be liable for compliance of any of the legal provisions concerning the personnel engaged by the CBC/BF. Whenever required by the Bank, CBC/BF shall provide all the details related to such Persons/ BCs/Bank Mitras.

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Persons/ BCs/Bank Mitras engaged by CBC/BF shall not be the employees of the bank and the bank shall not be responsible in any manner for payment of wage remuneration nor payment of PF, EPF due to such persons.

TECHNOLOGY SERVICES

1. Scope:

- a) The Technology will include providing and maintaining devices of BCs /Bank Mitras / BCs (Laptop, Computers, Handheld Devices / BC Devices, Mobile Phones, FP Devices, Micro ATM/ Integrated mobile device/ PIN Pads and any other devices required from time to time as per specifications provided by Bank/RBI/NPCI/IBA/UIDAI and any other agencies and all devices shall be Registered Device as defined and to be defined by the above agencies from time to time.
- b) Devices should have capability to connect directly to Bank's system in mandated standard format.
- c) For customer enrollment, including bio-metric capturing, devices must support ISO templates generation and verifications as per standards mentioned at technical specifications communicated or changes to be communicated by Bank/RBI/NPCI/IBA/ UIDAI and any other agencies from time to time.
- d) Devices must have capability of making transactions, using Bank's Central biometric authentication/any other central authentication system, through switch of National Payment Corporation of India (NPCI) or any other agency approved by the banks.
- e) All the transactions of the BCs/Bank Mitras should normally put through ICT devices (handheld device/mobile phone/any device) that are seamlessly integrated to the Core Banking Solution (CBS) of the bank. The transactions should be accounted for on a real time basis and the customer should receive immediate verification of their transactions. Offline transactions are not allowed.
- f) Upgradation of devices / software is mandatory for security reasons. CBC / BF / BC / Bank Mitra has to ensure such upgradation, whenever mandated by the Bank, within the stipulated time, at their own cost.

2. Support: -

The front-end devices should support magnetic stripe cards and noncard operations with central biometric authentication. The cards would be issued by the respective banks.

3. Connectivity:

The CBC / BF shall also provide direct connectivity between kiosk device and Bank server. Customer account, including biometric details shall reside on CBS server of the bank and not at the backend of the CBC / BF.

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4. Data Resource:

To provide central platform for digitization of data for account opening by the BCs/Bank Mitras.

5. Cost:

All the cost towards procurement, installation and maintenance of all software/hardware shall be borne by BCs/Bank Mitras. Bank follows OPEX model in this regard.

TECHNOLOGY SERVICE LEVEL REQUIREMENTS

1. Scope:

This section applies to the “Technology Based Financial Services” to be rendered by the CBC/BF to Public Sector Banks comprising the following:-

The BC/Bank Mitra may use any or all under noted front end device based on the technology channel opted by them in view of type of level/type of connectivity available in the area of operation of the BC/Bank Mitra subject to change with intimation from time to time.

- a) Biometric POS device in combination with Smart/Plain Plastic card.
- b) Internet operated device, printer and FP capturing machine.
- c) Laptop/Tablet/Mobile device with biometric identification and facility to capture geo location
- d) Micro ATM/ Integrated mobile device/ PIN PAD as per prevalent specifications
- e) Pass Book Printer and Other printer.

2. Biometric POS/Mobile Based/Internet Operated:

CBC/BF shall make available a set of equipment for carrying out transactions at the POS/Mobile/internet enabled device by the BC/Bank Mitra at the direction of the bank. It would be the responsibility of CBC/BF to keep the equipment in order ensuring an overall uptime of 98% on a quarterly basis (Taking into consideration the uptime of all equipment in the field) and an uptime of 95% on a quarterly basis for individual sets of equipment in the field. To attain this uptime, CBC/BF would store adequate number of spares at convenient Nodal points and arrange to replace and make operational the set within 4-12 working hours from the time of reporting depending upon the distance of the CSP outlet location from the Nodal point. CBC/BF, however, shall not be responsible for the apparent non functioning of the equipment due to non-availability of connectivity.

3. Incident Management:

On finding an equipment to be not functioning, the BC/Bank Mitra would advise on the

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pre-designated number of help desk of CBC/BF regarding the same. CBC/BF help desk representative would then issue a ticket number to the BC/Bank Mitra, which he will quote in all subsequent communications till resolution of the issue. The defective part of the equipment would be replaced by a representative of the CBC/BF under a sign off from the equipment operator.

4. Maintenance & Support:

At the time of operationalising the kiosk channel, training is to be provided to the operators clearly delineating the Do's & Don'ts and Best practices for maintaining the equipment. It would be the responsibility of the CBC/BF/BC/Bank Mitra to ensure that the equipment is handled carefully.

5. Software Management:

In order to provide more and better service, the Banks may require an upgrade in the software. However, all newer versions of software for the front end device should be released with the prior permission of the Bank. These releases would be informed to the Headquarters of the CBC/BF through release notes for further dissemination to the BCs/ Bank Mitras. The bank shall prepare, in consultation with the CBC/BF, a schedule for upgrade on the field and the CBC/BF would be obliged to ensure download and installation the new version at each BC/Bank Mitra/CSP outlet connected to the Bank. CBC helpdesk would be available to assist in the scheduled implementation and overseeing of the upgrade.

6. Consumables:

The CBC/BF would maintain sufficient inventory of consumables at each district headquarters in the State.

7. Centralized Monitoring:

CBC/BF would have a dedicated team of minimum two resources who would be monitoring the uptime, problem resolution and consumable requirements of all the BCs/Bank Mitras.

8. MIS Reports:

CBC/BF should provide reports as desired by the bank within the stipulated time.

9. Aadhaar Based Log in by KO/Sub-KO:

Aadhaar based log in of all BCs/ Bank Mitras except Assam, Meghalaya & Union Territories - J&K, Ladakh should be made mandatory involving KO/Sub KO. CBC/BF should not use proprietary or Biometric systems but should use only Aadhaar based log in except in the above mentioned States/ Union Territories.

10. Miscellaneous Clause:

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The above conditions are only indicative not exhaustive and the technology requirement shall be subject to change from time to time and CBC/BF do hereby undertake unconditional concurrence that any technological changes/up gradation shall be undertaken by them in respect to BC Management Services, as prescribed by the Bank.

ELIGIBLE ENTITIES AND GENERAL GUIDELINES FOR BC/ BANK MITRA APPOINTMENT & FUNCTIONING

1. Business Correspondents (Bank Mitras/BCs):

The CBC/BF would be required to appoint individuals from the following list as Business Correspondent/Bank Mitra. The list would be revised from time to time based on RBI/DFS directives.

- i. NGOs/MFIs set up under Societies/Trust Acts
- ii. Co-operative Societies registered under mutually aided Co-operative Societies Acts or the Cooperative Acts of states/Multi State Cooperative Societies Act.
- iii. Section 25 Companies.
- iv. Post Offices.
- v. Retired Bank Employees.
- vi. EX-service men.
- vii. Retired Govt. Employees.
- viii. Individual owners of Kirana/medical/fair shop owners
- ix. Individual Public Call Office (PCO) operators
- x. Agents of small saving schemes of Govt/Insurance Companies.
- xi. Individual who own petrol pumps.
- xii. Retired Teachers.
- xiii. Authorised Functionaries and Individual group members of well run Self Help Groups (SHGs) linked to banks.
- xiv. Individual Members of Farmer's Clubs.
- xv. Individual operators of Rural Multipurpose kiosks/village knowledge centers.
- xvi. Individuals/Proprietors/Owners who manage Agri Clinics/Agri Business Centres.
- xvii. Retired Post Masters.
- xviii. Individuals such as auto dealers, tractor dealers and FMCG STOCKISTS.
- xix. Insurance Agents including of private insurance companies (IRDA certified) and postal agents.
- xx. Individuals operating Common Service Centres (CSCs) established by Service Centre Agencies (SCAs) under the National e-Governance Plan (NeGP).
- xxi. Any other individual considered suitable by the banks.
- xxii. Companies registered under the Indian Companies Act, 1956 with large and wide spread retail outlets, excluding Non Banking Financial Companies (NBFCs).
- xxiii. Identified Business Correspondents and BCAs should not have been defaulters to any financial institutions/banks.

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- xxiv. Identified Business Correspondents should not have been blacklisted by any bank/other agencies in the last past for deficiency of services/fraudulent activities/FIR initiated by any agencies against them.

2. General Guidelines for Appointment of Business Correspondent (BCs)/Bank Mitras:

- i. As far as possible, priority should be given to an existing entrepreneur as BC/Bank Mitra so that it is an additional income to him/her. This will improve the viability and sustainability of BC model.
- ii. While approving location of CSP, the place should be such that it is easily accessible, nearest to local market/weekly Haat/Mandis/Labour concentration activities/Village epicenter for economic activities etc. All locations must be finalized after due consultation with base branch/administrative or head office of bank.
- iii. The selection of Bank Mitras/BC must be done by the CBC/BF with the consent of the Branch Manager of the base Branch of the Bank, in whose service area the CSP is located. Preference should be given to such persons who are already doing some activity.
- iv. The device to be given to Bank Mitras/BCs should be interoperable through the gateway of NPCIL/Registered Device approved/notified by UIDAI from time to time. The device must support biometric facility plus card based transactions without any preference to specific cards type and must facilitate Aadhaar supported payment systems of UIDAI.
- v. The Bank Mitra/BC must be responsible to receive or pay money, to transfer money from one to another. Each BC must necessarily be appointed as Business Facilitator (BF) for all activities permitted by the RBI/bank. BCs must also be utilized for deposit mobilization and as recovery agents as per terms and conditions laid down by RBI/bank for this purpose. Where a BC has to work as a recovery agent, a separate agreement for this purpose shall be entered by CBC with bank.
- vi. The BCs/Bank Mitras will also be acting as an extension staff for micro insurance and micro pension etc. The banks will ensure coordination with the agencies viz. LIC for Life Insurances and other Channel agencies associated with banks to provide non-life insurances.
- vii. An officer of the concerned branch of the bank may be visiting the CSP once in a week on a fixed time and day and will use this visit to monitor the progress of the centre attached to the base branch. Officers/Executives from Administrative/Corporate office of bank/RBI/DFS/Other agencies like of NPCI/UIDAI/NABARD can visit or carry audit/inspection of centres at working hours with or without notice to CSP centres to ascertain the functioning and progress of banking activities at any of the CSP centres. The concerned BC shall visit every day the base branch to submit list of documents collected for Account Enrolment for SB/DDP/MIP/RD/FDR etc., deposit money into his settlement accounts (No restriction on number of visits),

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- appraise/deposit recovery amount with base branch and submit details of other banking activities. This will instill greater confidence amongst the customers and facilitate increased banking transactions through Bank Mitras/BCs
- viii. The Bank Mitra/BC must be responsible for routing all transactions so that effective marketing and follow up can take place.
 - ix. It is necessary to ensure that there is continuous improvement in the quality of services through the Bank Mitras/BCs. There should be regular training and capacity development programmes of the Bank Mitras/BCs.

The Criteria of selection is as under:-

- a) BC/ Bank Mitra should be Resident of the area having sound knowledge of local language.
- b) The age should be between 18 to 70 Years.
- c) Minimum 10th passed having working knowledge of computer operations.
- d) He/She should have no police record for any crime or political affiliation
- e) Should have Good Conduct & Character and image in the area. KYC Compliant is must.
- f) Having completed IIBF BC/ Bank Mitra Certification Course or undertaking to complete said course within next 6 months.
- g) Any other conditions which are mentioned in the Bank's circularized instructions issued and applicable from time to time for Kiosk Operation.
 - i. BC/ Bank Mitra is not allowed to encroach the area allotted to other BC/ Bank Mitra of our Bank for opening Kiosk but customers are at liberty to avail services of any BC/ Bank Mitra point subject to their convenience and better service.
 - ii. Base Branch of BC/ Bank Mitra can be changed by the Zonal Office subject to operational convenience to the BC/ Bank Mitra. Zonal Office will send the request to the respective CBC/BF. After enabling change, BC master will invariably be updated by the Nodal Officer (FI) of the Zone.
 - iii. BC/Bank Mitra can decide working hours of their Kiosk as per their convenience and requirement of the customers of the area. They can work on 24x7x365 basis with minimum 25 working day login in a month and minimum 4 hours working in a day is mandatory. Working hours should be compulsorily displayed at the BC/Bank Mitra Location for convenience of the customers. Beyond minimum 4 hours working in a day, BC/ bank Mitra may visit their command area for door step banking.
 - iv. BC/ Bank Mitra can open their Kiosk on Sundays, Holidays and other Bank closing days also. If BC/ Bank Mitra location is required to remain closed for some days due to unavoidable circumstances then, proper Notice should be displayed at BC/ Bank Mitra point and information should be given to the Base Branch also for convenience of customers and to enable them to carry transactions from the Branch or through any alternate provision which bank may decide.

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4. Infrastructure Requirement of BC/ Bank Mitra point and its Functioning:

- i. BC/ Bank Mitra Point can be established by the BC/ Bank Mitra under direct supervision of any CBCs/BFs. The Place for BC/ Bank Mitra Point, Computer/ Pin Pad/ Finger print scanner/Thermal Printer/other accessories, Furniture, Decoration, Internet/ Electricity/ Drinking water etc. and all other infrastructure cost is to borne by the BC/ Bank Mitra himself and arrangement in this regard to be made by them.
- ii. CBCs/ SPs should ensure that our base Branches obtain the Standing Instructions from the BC/ Bank Mitra for debiting their account (in which remuneration is to be credited) and corresponding credit of the interest amount to the Overdraft loan of the BC/ Bank Mitra for keeping the loan account regular & performing.
- iii. Transaction in BC Finance overdraft account can be done through Cheque on daily basis. It will be beneficial for BC/ Bank Mitra to do transaction on daily basis as interest on the account is charged on daily basis. It means daily balance in the account will attract interest and on account of less balances interest burden will be minimum.
- iv. Entire left over amount in the account after purchase of accessories and furniture etc. may be utilized for cash management. BC/ Bank Mitra may utilize the limit for purchase of any additional accessories any time from the BC Finance Overdraft limit within the prescribed sanctioned limit.
- v. BC/ Bank Mitra may deposit any amount and withdraw any amount from the Overdraft account within the sanctioned limit on regular basis. This account may also be kept in credit balance, if there is no need of cash/limit to BC/ Bank Mitra.
- vi. Due to increase in business and cash requirement, Bank Mitra may apply for higher limit but this will not be available under BC financing scheme and it can be availed under MUDRA Scheme after liquidating existing loan under BC Financing Scheme. Sanctioning authority is vested with branch head.
- vii. In case of termination or resignation of BC/ Bank Mitra, entire outstanding overdraft limit shall be recovered from the BC/ Bank Mitra as per extant rules & regulation of the Bank.
- viii. Realization of loan amount from terminated/ resigned BC/ Bank Mitra is not linked with the appointment of new BC/ Bank Mitra in his/her place. New BC/ Bank Mitra shall be appointed immediately to have uninterrupted customer service and Loan may be sanctioned to the new BC/ Bank Mitra as per norm.
- ix. Accessories and other furniture of the old BC/ Bank Mitra may be handed over to the newly appointed BC/ Bank Mitra on depreciated prices and entire money should be credited in the overdue Overdraft account of the old BC/ Bank Mitra.
- x. Branches should provide proper sign board for BC/ Bank Mitra location uniformly devised by the Bank having location name, BC/ Bank Mitra Name, Contact number, Base Branch Name with contact details.
- xi. BC/ Bank Mitra details with contact number should also be displayed at the Branch premises for convenience of customers to make transactions from the BC/ Bank Mitra Location available nearer to their residence.

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5. Pass Book Printing:

- i. Bank has provided pass book printing facility at BC/ Bank Mitra locations. Pass Book printer is to be purchased by the BC/ Bank Mitra himself to provide better customer service to the customers. All CBC/BFs to ensure the availability of Pass book printer.
- ii. In newly opened accounts, first pass book printing will be done by the Branch for security purpose. Branch will print the passbook of newly opened accounts by BC/ Bank Mitra and after due signature hand it over to the BC/ Bank Mitra for delivery to the ultimate customer.
- iii. BC/ Bank Mitra can update any pass book whether it has been opened by the BC/ Bank Mitra or Branch. Branch should ensure that BC/ Bank Mitra is not charging any commission for issue/ updation of passbook.
- iv. Customer can directly approach the Branch or through the BC/ Bank Mitra for issue and updating of passbook.
- v. There should be no hand written entry in the passbook. CBC/SPs should verify the fact at the BC/ Bank Mitra locations.

6. Opening of RD/FD/Term Deposit Accounts:

- i. BC/ Bank Mitra can open RD/FD/ Term Deposit accounts of the existing customers having account with the Bank, as per the extant procedures of the Bank. No customer can open the RD/FD/ Term Deposit account from BC/ Bank Mitra location if he/she is not having saving account with the Bank with valid CIF.

7. Maintenance of Registers by BC/ Bank Mitras:

- i. Account opening Register for SB/RD/FD/ Term Deposit shall be maintained separately.
- ii. Transaction registers having separate entry for receipt, payment and fund transfer on daily basis. Every entry should have signature/ thumb impression of the customer at the end of the entry in the register.
- iii. Cash Balance Register should be maintained by BC/ Bank Mitra on line with the register being maintained by the Branch. This register will have the opening cash balance with detail of notes+ receipt/ deposit transaction amount during day (-) payment/withdrawal transaction during day = closing cash balance of the day with detail of the notes. BC/ Bank Mitra should not keep cash balance beyond the prescribed limit to avoid unwanted risk.
- iv. Aadhaar Seeding Register to be maintained to have record of Aadhaar seeding done by the BC/Bank Mitra and Aadhaar Seeding request submitted to Branch for Aadhaar Seeding which will be beneficial for payment of incentive to BC/ Bank Mitra for Aadhar Seeding.
- v. RuPay card distribution register shall be maintained by the BC/ Bank Mitra which will

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

- also have acknowledgement of the customer in the register.
- vi. Visit Register shall be maintained by the BC/ Bank Mitra which will be having entry of officials or other dignitaries visiting the BC/ Bank Mitra location.

8. Monitoring by CBCs/SPs:

- i. For Monitoring of BC/ Bank Mitra activities the bank to have live dashboard of BC /Bank Mitra to display the details of the log in, details of devices that BC/Bank Mitra is using i.e. laptop/tab/desktop, Rupay Card & AEPS transactions, accounts opened, accessible to BC Corporate/Bank Officials etc.
- ii. Minimum Performance Requirement (Indicative) during the month in terms of no. of accounts enrolled, average balance in the accounts/Term Deposits/Recurring Deposits sourced, no. of leads for credit proposals/third party products (Insurance/Pension), no. of customers touched-Existing & Prospects. CBCs/SPs to provide 1(One) supervisor per 40(Forty) No. of BCs/Bank Mitras to monitor the progress of Bank Mitras by CBCs/SPs.
- iii. At each BC/ Bank Mitra location there should be sign-board in local language (Vernacular) indicating their status as service providers for the bank as also disclose the name of the BC/ Bank Mitra, the telephone number of linked branch/controlling office of the bank and the Banking ombudsman and the fees for all services available at the outlet.

DO's and DON'Ts FOR BCs/ BANK MITRAS

DO'S:

- a) All accounts shall be enrolled at BC point with Aadhar and Biometric Authentication. (Except Assam, Meghalaya and Union Territories-Jammu & Kashmir, Ladhak).
- b) The passbook issuance only to be done at branch level.
- c) All existing accounts shall be seeded with Aadhaar, Pan or Form 60 and Mobile number.
- d) The number and amount of Transactions do happen at BC points are displayed. (Customers to read carefully before doing any transactions at BC point.)
- e) All transaction shall be recorded in the register along with signature of the customer. Customer is required to handover / accept cash only after putting their acknowledgement in the cash register.
- f) No RD/Term Deposit receipt is issued at BC point. BC/Bank Mitra is not authorized agent of Bank to issue RD/ Term Deposit receipt directly to customer. Customer only get the enrollment done at BC point. Please collect your RD/FD/ Term Deposit receipts from base branches with proper seal, signature of Bank official only.

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-
- g) No deposit or withdrawal slip is to be used for transaction at Bank Mitra / BC point.
 - h) No discrimination shall be on the basis of caste, religion and community.
 - i) Basic Banking Services as per Bank's norm should be made available to all eligible citizens.
 - j) Bank Mitras/BCs shall invariably maintain customer confidentiality.
 - k) Bank Mitras/BCs should possess sound knowledge of Bank schemes/policies, local area & language.
 - l) Bank Mitras/BCs shall adhere to all the Terms and Conditions of the agreement executed with their respective CBCs / BF's.
 - m) All Registers viz., Deposit, Withdrawal, Transfers, Savings Bank account enrollment, RD/ Term Deposit account enrollment, Social Security Schemes, Cash Balance Register, Visit register etc. shall be duly maintained.
 - n) System generated on-line transactions receipt shall be issued to the customer invariably for all transactions carried out by him/ her on behalf of the Bank.
 - o) Bank Mitras/BCs should keep the Kiosk Centre clean, safe and well maintained.
 - p) Bank Mitras/BCs should perform Day End and Settlement as per the terms and Keep the cash requirement both at Kiosk & Transit within the threshold limit of Umbrella Insurance Policy.

DON'Ts:

- a) The Bank Mitras/BCs should not collect any service charges for transaction directly or indirectly from the customers.
- b) No Fixed Deposit (FD) / Term Deposit (TD) is enrolled at BC point with acceptance of cash.
- c) BC/Bank Mitra is not authorized to carry renewal of any FD / TD.
- d) BC/Bank Mitra is not authorized to close / transfer any FD / TD.
- e) BC/Bank Mitra is not authorized to use Bank's seal.
- f) BC/Bank Mitra can't carry manual entry in the passbook. Customers are requested to only insist for system generated entry and if, BC is found to be doing manual entry, please inform base branch immediately.
- g) Recovery in NPA Process, the physical cash at BC point (Deposits) accepted in the loan account to the maximum extent of Rs.10000/- or as decided by the Bank.

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-
- h) The Bank Mitras/BCs is not vested with any powers for sanction of any loan. There should not be any exploitation of ill informed people. BC/Bank Mitra must not give any scope for customer complaints and grievances affecting the image of the bank.
 - i) There should not be any criminal record/adverse reports against of Bank Mitras/BCs.
 - j) Do not use any sub contracts unless and otherwise stipulated in the agreement.
 - k) Do not resort to intimidation or harassment of any kind either physical or verbal against any person in their NPA Recovery efforts or any services to customers.
 - l) Do not charge the customers for any transaction or providing any help.
 - m) Do not exploit customers – do not solicit or extract any favour in return for services you provide in cash or kind.
 - n) Do not give an impression that you are a benefactor of a customer; you are doing your duty.
 - o) BC is not authorized to do informal borrowing or lending.
 - p) Do not mix up personal money with Bank's or customer's money.
 - q) Do not keep large amounts of cash for long period.
 - r) Do not leave the cash or terminals in unsafe places.
 - s) Do not keep customer's card/Pass book or customer's copy of transactions with you.
 - t) Do not be affiliated to any political/ religious organizations.

New Uniform Payment structure (NUPS) for FBCs/Bank Mitras:

With a view to ensure payment of minimum remuneration of Rs 5000/- per month to last mile FBCs/Bank Mitras, Bank has decided to pay fixed charges of Rs 5000/- per month to FBCs/SPs to take care of Bank Mitra's sustenance, initial investment made for establishing KIOSK/BC outlets and meeting expenses incurred on Rent, electricity, internet, traveling etc. The above payment of remuneration is subject to the following performance criteria: -

- a) During first six months from the date of activation of BC outlet (New FBC/Bank Mitras), coverage of all households ensuring opening of minimum 250 customer accounts per month or 500 transactions for all areas except Hilly/LWE/Uncovered Villages/far flung areas. Classification areas at the sole discretion of Bank. The Minimum enrolments and transactions for first six months of BC operations in such areas remain at 50 customer accounts per month or 100 transactions.

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-
- b) After six months, at least 500 transactions per month and 10 enrolments of any type i.e. SB, Term deposit, PMJJBY, PMSBY, APY or any other enrolment as decided by bank while ensuring transactions from BC Locations on minimum 25 days in the month in other areas except Hilly/LWE/Uncovered Villages/far flung areas. New FBCs in the 1st six months of operation in Hilly/LWE/Uncovered Villages/far flung areas should perform minimum 250 transactions and 10 enrolments of any type as described above.
 - c) Bank Mitra shall mobilize business through Savings Bank, RD, Loan proposal mobilisation, recovery and undertake other jobs related to Social Security Schemes (PMJJBY, PMSBY, APY) etc.
 - d) Payment for transactions and other activities shall be applicable for Hybrid Model and/or structure adopted by the Bank.
 - e) For sharing of payment 80% must be passed on to FBCs/Bank Mitra by CBCs. Minimum ticket size of transaction shall be Rs 10/- and no accommodative transactions shall be allowed.
 - f) Accommodative transactions inter-alia include round tripping of transactions involving one or several accounts with the doubtful purpose, continuous intra-day or inter-day transactions involving deposit, withdrawal, transfer involving same or different amount with the focus to increase only number of transactions to get commission, deposit in one mode/place i.e. at branch, through cheques and continuous trail of withdrawal happening at other modes say at CSP or and vice versa, routing of transactions in relative accounts, own SB accounts maintained at same bank/other banks etc. Centralized and Zonal level checking on random basis every month shall be done, and bank has full discretion of identifying the accommodative nature of transactions without assigning the reasons thereof. However, all CBCs/SPs shall be provided the list of all transactions marked as ineligible by bank through electronic mode every month.
 - g) No commission shall be eligible on account of transactions happened in Cash Credit, Current/Overdraft, and Staff Term Loan accounts maintained at Bank.
 - h) Bank has discretion to decide the payment cycle of commission every month with due intimation to CBC/SPs.
 - i) The above mentioned criteria / amounts are subject to change at the discretion of the Bank, which shall be binding on the bidder / CBC.

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Salient feature of New Uniform Payment structure (NUPS):

- a) The NUPS is applicable for all FBCs/Bank Mitras deployed in Rural and Urban locations.
- b) Centralized bill will be generated by all CBCs/SPs with corporate level, ZO level, Base Branch level and FBC level details for account opening and transactions only based on NUPS.
- c) Payment will be credited in escrow account opened by each CBCs/SPs centrally.
- d) Mandate shall be provided by the CBCs/SPs (to debit the Escrow A/C) with soft copy of details of FBCs/Bank Mitras for remuneration amount (80% share of Bank Mitras) to be credited in their SB Accounts on same date.
- e) Remuneration of FBC shall be credited only in the SB Accounts of FBC/Bank Mitras.
- f) Under Centralised Payment System (CPS), receiving, scrutinizing, processing, releasing the remuneration of FBC/Bank Mitras and Service Providers under NUPS shall be done from Corporate Office.
- g) Payment shall be made centrally from Corporate Office level and particulars of transactions of the month shall be sent to Zonal Offices for verifying the transaction details to avoid accommodative transactions.
- h) The following examples shall facilitate understanding of various components of NUPS and mode of calculation of remuneration payable to FBCs/Bank Mitras and Service Providers: -

Illustrative Examples of New Uniform Payment Structure for understanding:

Case (I)

1st Six Months of operation of New FBC				
Criteria: Minimum 250 enrolments or 500 transactions in Other Areas				
Sample Case SI No.	No. Of Enrolments	No. of Eligible Transactions	Fixed Pay (in Rs.)	Rationale for Fixed Pay
1	250	50	5000.00	Minimum 250 enrolments done

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2	0	500	5000.00	Minimum 500 transactions done
3	124	456	5000.00	For Enrolments: Fixed Pay= $5000/250*124=2480.00$. For eligible transactions: Fixed Pay= $5000/500*456=4560.00$. Then Fixed Pay= $2480.00+4560.00=7040.00$. However, maximum Fixed Pay= 5000.00
4	0	228	2280.00	Fixed Pay= $5000/500*228=2280.00$
5	150	0	3000.00	Fixed Pay= $5000/250*150=3000.00$

Case (II)

As under

After Six Months of Operation New FBC							
Criteria: Minimum 500 transactions AND 10 enrolments of any type							
Case SI No.	No. Of Enrolment	Capacity Utilisation in Enrolments	No. of Eligible Transaction	Capacity Utilisation in Transactions	Total Capacity Utilisation	Fixed Pay (in Rs.)	Reason for Fixed Pay
1	10	$10/10*100=100\%$	250	$250/500*100=50\%$	150%	5000	150%>100% and worked in both enrolment and transaction
2	8	$8/10*100=80\%$	250	$250/500*100=50\%$	130%	5000	130%>100% and worked in both enrolment and transaction
3	5	$5/10*100=50\%$	500	$500/500*100=100\%$	150%	5000	150%>100% and worked in both enrolment and transaction

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4	0	$0/10 \times 100 = 0\%$	500	$500/500 \times 100 = 100\%$	100%	2500	Although Total Capacity Utilisation =100%, BC has worked in transaction only.
5	20	$20/10 \times 100 = 200\%$	0	$0/500 \times 100 = 0\%$	200%	2500	Although Total Capacity Utilisation =200%, BC has worked in enrolment only.
6	2	$2/10 \times 100 = 20\%$	100	$100/500 \times 100 = 20\%$	40%	2000	40% of 5000/- = 2000.00

Note: The above mentioned criteria / amounts are subject to change at the discretion of the Bank, which shall be binding on the bidder / CBC

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

All the pages of the Bid Documents are to be properly numbered as “**Page No...**<no. of the page>.... **of**<total No. of pages>....”, neatly ordered/arranged, Spiral Bound and submitted.

All the pages of the Bid Documents are to be duly signed by the appropriate authority / Authorised person with the seal of the firm / entity.

Please ensure that there should not be any pages / documents as loose sheets. Bid Documents, if submitted in loose sheets, without page numbering, etc. as mentioned in the RFP may not be accepted by the Bank.

S.No.	Documents	Provided (Yes/No)	Page No. on the Bid Document
1.	Power of Attorney/ Authorization letter signed by the Competent Authority with the seal of the Bidder's entity, in the name of the person signing the tender documents. Power of Attorney should be in Non-Judicial Stamp Paper.		
2.	Copy of Board Resolution for participating in the RFP and authorizing a senior official for signing the RFP documents, to be Submitted		
3.	a) Original Account Payee Demand Draft (DD) for Rs.50,000/- (Rupees Fifty Thousand Only) favoring Indian Bank, payable at Chennai towards cost of RFP. b) Please also provide copy of the DD along with a covering letter on the entity's letter head.		
4.	a) Original EMD-Bid Security - Refundable of Rs.50,00,000/- (Rupees Fifty Lakhs only) in the form of a Bank guarantee (BG) from a		

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	<p>Nationalized/Scheduled Commercial bank, other than Indian Bank, for the equal amount in lieu of the Security Deposit, with validity for 9 months from the last date of submission of the Bid (as mentioned in Schedule-A) and claim period of 12 months from the validity date.</p> <p>b) Please also provide copy of the EMD BG along with a covering letter on the entity's letter head.</p>		
5.	Pre-Contract Integrity Pact		
6.	Non-Disclosure Agreement		
7.	Copy of RFP along with Amendments (if any), all pages duly signed and stamped with entity's seal		
8.	Check List of Annexure as mentioned below		
9.	Self-Attested Copy of Memorandum & Article of Association/Certificate of Incorporation/Trust Deed/Society By Laws/Other Documents as a proof of constitution/commencement of Business		
10.	ROC Search report by independent Company Secretary as per Board Authorized Agency in case of a Company		
11.	Self-Attested, Audited Financial Statements along with Notes on Accounts, Annexure for FY's 2020-21, 2021-22 & 2022-23		
12.	If Audit has not been completed for the FY 2022-23, Chartered Accountant Certified Financial Statements shall be submitted.		
13.	Proof of Past Experience- Self-Attested Copy of Work Order/Agreement executed with		

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

	PSBs/Private Banks/Scheduled Commercial Banks/RRBs along with a Brief write up about Project Experience as per RFP		
14.	Acceptance of Model Agreement signed copy as per format in Section-7		
15.	Acceptance of Commercials signed copy as per Section-6		

CHECK LIST OF ANNEXURES

S.No.	Document to be provided	Annexure number	Yes / No	Page No. on the Bid Document
1.	Bidder Specifications	Annexure - I		
2.	Bid Form	Annexure - II		
3.	Letter of Authority with Board Resolution	Annexure - III		
4.	Specimen of Board Resolution	Annexure – III(a)		
5.	Undertaking by the Bidder - Not Blacklisted with Agencies	Annexure - IV		
6.	Know Your Employee undertaking	Annexure - V		
7.	General Undertaking by Bidder	Annexure - VI		
8.	Pre-qualification Eligibility Criteria & Compliance	Annexure - VII		
9.	Acceptance of Scope of Work	Annexure - VIII		
10.	Acceptance of Terms & Conditions of Work	Annexure - IX		
11.	Bid Security Form - Bank Guarantee format	Annexure – X		
12.	Performance Security Format	Annexure – XI		
13.	BG Confirmation Letter	Annexure – XII		

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14.	BG Renewal/Extension Letter	Annexure – XIII		
15.	BG Invocation/ Encashment Letter	Annexure – XIV		
16.	Pre-Contract Integrity Pact	Annexure – XV		
17.	Non-Disclosure Agreement	Annexure - XVI		
18.	Letter from Public / Private Sector Bank / RRB	Annexure - XVII		
19.	Declaration for availing benefits under MSE / Startups	Annexure - XVIII		
20.	Declaration on Procurement from a Bidder of a Country which shares a land border with India	Annexure - XIX		
21.	Declaration on relevant Object Clause in MOA / AOA / Bye-Law / Deed, on BC Management Activity	Annexure - XX		
22.	Declaration on Prime Project Leader / Executor	Annexure-XXI		
23.	Undertaking by the Bidder - Not Discontinued	Annexure- XXII		
24.	Undertaking by the Bidder - Satisfy Due Diligence Norms	Annexure-XXIII		
25.	Undertaking by the Bidder - Not Defaulters to any Financial Institution	Annexure-XXIV		
26.	Undertaking by the Bidder – At least 1 Supervisor for every 40 FBCs	Annexure-XXV		

CHECK LIST OF APPENDICES

S.No	List of Appendices	Appendix Number	Yes / No	Page No. on this RFP
1.	Technical Evaluation for Selection/Empanelment of Bidder for CBCs	Appendix - I		
2.	Pre-Bid Query Format	Appendix - II		

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ANNEXURE – I

BIDDER SPECIFICATIONS

Sl. No.	Particulars	Details of Specifications															
1.	Name of the Entity																
2.	Constitution (Public Ltd / Private Ltd./ Societies / etc.)																
3.	Date of Incorporation	dd/mm/yyyy															
4.	Commencement of Business	dd/mm/yyyy															
5.	In case there is change of name of the entity after the dated of original incorporation, please specify the same with dates. Please provide proof of registration with the competent authority, chronologically	<table><tr><td>Effective date</td><td>Name of the entity</td><td>Registered with – name of the Competent Authority</td><td>Pg. No. in the Bid document</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>				Effective date	Name of the entity	Registered with – name of the Competent Authority	Pg. No. in the Bid document								
Effective date	Name of the entity	Registered with – name of the Competent Authority	Pg. No. in the Bid document														
6.	Business Address (es)	<u>Registered Address:</u> <u>Corporate Address:</u>															
7.	Key Person (s) (please mention one below the other) (Brief write up on all the key persons not exceeding 1000 words, indicating their	1. Name : Designation: Mobile No. & Land-Line Office Nos. E-Mail:															

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	qualification, experience, performance in the entity, etc., to be attached)	Office Address:																					
8.	<p>Authorised Signatory for this Bid/RFP</p> <p>(to be supported by Board Resolution as per Annexure – III & III (a))</p>	<p>Name :</p> <p>Designation:</p> <p>Mobile No. & Land-Line Office Nos.</p> <p>E-Mail:</p> <p>Office Address:</p>																					
9.	Single Point of Contact (SPOC) for RFP	<p>Name :</p> <p>Designation:</p> <p>Mobile No. & Land-Line Office Nos.</p> <p>E-Mail:</p> <p>Office Address:</p>																					
10.	List of Empaneled Banks for which BC Management Services are being presently rendered (Copy of Agreements to be given)																						
11.	<p>No. of BCs/Bank Mitras engaged – Bank Wise</p> <p>(Bank Wise Details to be supported by respective Bank's Certificate as per Annexure - XVII)</p>	<table border="1"> <thead> <tr> <th>Sno.</th><th>Name of the Bank</th><th>Engaged in BC Management since date (dd/mm/yyyy)</th><th>No. of Active BCs as on 30.06.2023</th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td></td><td></td></tr> <tr> <td>2</td><td></td><td></td><td></td></tr> <tr> <td>3</td><td></td><td></td><td></td></tr> <tr> <td colspan="3">Total:</td><td></td></tr> </tbody> </table>		Sno.	Name of the Bank	Engaged in BC Management since date (dd/mm/yyyy)	No. of Active BCs as on 30.06.2023	1				2				3				Total:			
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1																							
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3																							
Total:																							

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12.	<p>No. of BCs/Bank Mitras engaged in Banks – State Wise</p> <p>(Bank Wise Details to be supported by respective Bank's Certificate)</p>	<table border="1"> <tr> <th data-bbox="776 344 889 449">Sno.</th> <th data-bbox="889 344 1208 449">Name of the States/UTs</th> <th data-bbox="1208 344 1490 449">No. of Active BCs as on 30.06.2023</th> </tr> <tr> <td data-bbox="776 449 889 520">1</td> <td data-bbox="889 449 1208 520"></td> <td data-bbox="1208 449 1490 520"></td> </tr> <tr> <td data-bbox="776 520 889 592">2</td> <td data-bbox="889 520 1208 592"></td> <td data-bbox="1208 520 1490 592"></td> </tr> <tr> <td data-bbox="776 592 889 663">3</td> <td data-bbox="889 592 1208 663"></td> <td data-bbox="1208 592 1490 663"></td> </tr> <tr> <td colspan="2" data-bbox="776 663 1289 730">Total:</td> <td data-bbox="1289 663 1490 730"></td> </tr> </table> <p>(Total in 9 and 10 must tally)</p>			Sno.	Name of the States/UTs	No. of Active BCs as on 30.06.2023	1			2			3			Total:			
Sno.	Name of the States/UTs	No. of Active BCs as on 30.06.2023																		
1																				
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3																				
Total:																				
13.	<p>List of States/UTs Interested (Min of 5 State/UTs should be mentioned)</p>	<table border="1"> <tr> <th data-bbox="776 882 889 949">Sno.</th> <th data-bbox="889 882 1360 949">Name of the States/UTs</th> </tr> <tr> <td data-bbox="776 949 889 1020">1</td> <td data-bbox="889 949 1360 1020"></td> </tr> <tr> <td data-bbox="776 1020 889 1092">2</td> <td data-bbox="889 1020 1360 1092"></td> </tr> <tr> <td data-bbox="776 1092 889 1163">3</td> <td data-bbox="889 1092 1360 1163"></td> </tr> </table>			Sno.	Name of the States/UTs	1		2		3									
Sno.	Name of the States/UTs																			
1																				
2																				
3																				
14.	<p>Brief Details of Financials</p> <table border="1"> <tr> <th data-bbox="334 1293 756 1423">Year/ Particulars</th> <th data-bbox="756 1293 948 1423">2020-21 (Audited)</th> <th data-bbox="948 1293 1156 1423">2021-22 (Audited)</th> <th data-bbox="1156 1293 1325 1423">2022-23</th> </tr> <tr> <td data-bbox="334 1423 756 1671">Status of MSME as per valid Udyog Aadhaar Certificate / Udyam Registration Certificate (if applicable)</td> <td data-bbox="756 1423 948 1671"></td> <td data-bbox="948 1423 1156 1671"></td> <td data-bbox="1156 1423 1325 1671"></td> </tr> <tr> <td data-bbox="334 1671 756 1789">Net Worth (amt in Rs. Crores)</td> <td data-bbox="756 1671 948 1789"></td> <td data-bbox="948 1671 1156 1789"></td> <td data-bbox="1156 1671 1325 1789"></td> </tr> <tr> <td data-bbox="334 1789 756 1858">Turnover (amt in Rs.</td> <td data-bbox="756 1789 948 1858"></td> <td data-bbox="948 1789 1156 1858"></td> <td data-bbox="1156 1789 1325 1858"></td> </tr> </table>				Year/ Particulars	2020-21 (Audited)	2021-22 (Audited)	2022-23	Status of MSME as per valid Udyog Aadhaar Certificate / Udyam Registration Certificate (if applicable)				Net Worth (amt in Rs. Crores)				Turnover (amt in Rs.			
Year/ Particulars	2020-21 (Audited)	2021-22 (Audited)	2022-23																	
Status of MSME as per valid Udyog Aadhaar Certificate / Udyam Registration Certificate (if applicable)																				
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Turnover (amt in Rs.																				

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	Crores)				
	Net Profit/Loss				
PI provide Audited Financial Statement for the year 2019-20, 2020-21, 2021-2022 & 2022-23; if Audited Financial Statement for the year 2022-23 is not available, CA certified Provisional Financial Statement for the year 2022-23.					

Place:

Date:

Signature:

Seal of Organization/Entity

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ANNEXURE – II

BID FORM

(Bidders are required to furnish the Bid Form on their letter head)

Date: _____

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
Post Box No.:5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Sub: Request for Proposal for Empanelment/Selection of Corporate Business Correspondents

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to engage/empanel as Corporate Business Correspondents (CBCs) for providing BC Management Services in conformity with the said Bidding Documents.

If our bid is accepted, We undertake to deliver the goods & services in accordance with the delivery schedule specified in the Schedule of Requirements.

If selected as CBC, we will obtain the Performance Guarantee from a Bank for a sum equivalent to **Rs.60,00,000 (Rupees Sixty lakhs only)** for the due performance of the Contract, in the format and specifications, as prescribed by the Bank and submit to you within the stipulated time frame, otherwise, our selection as CBC may be cancelled by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required. Until a formal agreement is prepared and executed, this bid, together with your notification of award, shall constitute a binding agreement between us.

We undertake that in competing for (and if the award is made to us, in executing) the above contract, we will strictly observe the laws relating to fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

We confirm that we comply with the qualification criteria of the bidding documents and are submitting duly attested proof of the same along with bid.

Dated thisday of 2023

Signature

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

ANNEXURE – III

LETTER OF AUTHORITY WITH BOARD RESOLUTION
(Copy of Board Resolution to be Submitted)

Date:

The Assistant General Manager-FI,
Indian Bank, Corporate Office,
Financial Inclusion Department, Post Box No.:5555, 254-260,
Avvai Shanmugam Salai, Chennai- 600014

1. We _____ (Name of the Entity) have submitted our bid for participating in Bank's RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023 for Empanelment/Selection of Corporate Business Correspondent (CBC) Entities for Pan India.
2. We also confirm having read and understood the terms of RFP.
3. As per terms of RFP and Business Rules, we nominate Sh._____, designated as _____ of our company to participate in the bidding process on behalf of the company.
4. We hereby confirm that we will honor the offer placed by Sh._____ on behalf of the Organization, as he is the authorized person given mandate to sign the documents related to this RFP, on behalf of the company, as per Board Resolution dated_____. If the company fails to honor the offer placed by above authorized person, bank shall have the right to forfeit our EMD. We agree and understand that the Bank may debar us from participating in future tenders, for any such failure on our part.

Signature of Competent Authority with Organization Seal_____
Name of the Competent Authority_____
Company / Organization_____
Designation_____

Name of the Authorised Person_____
Designation_____
Signature of Authorised Person_____
Signature of the Authorised Person Verified & attested by Competent Authority_____

Signature of Competent Authority with Organization Seal_____

ANNEXURE – III(a)

Specimen of Board Resolution

Certified copy of an extract from the minutes of a meeting of the board of directors of the M/s (Company) duly convened and at which a proper quorum was present held at on the day of20...

The Chairman/Managing Director/General Manager/..... reported that Indian Bank has floated RFP for Empanelment as Corporate Business Correspondent (CBC) entities for BC Management Services vide RFP Ref. No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023) and requested the Board to pass necessary Resolutions for

1. Submitting Bid and participating in the said RFP process floated by Indian Bank
2. Authorising a senior official of the organization to sign the Bid documents for participating in the RFP process.
3. Company/entity will provide BC Management Services as CBC to M/s Indian Bank, as per the requirements of the Bank, if selected in the said RFP process

It was resolved as follows that the entity / firm / company shall

1. Submit Bid and participate in the said RFP process floated by Indian Bank
2. Authorise Mr / Ms., Designation: of our Company/entity to sign the Bid documents for participating in the RFP process and any subsequent documents relating to the referred RFP / Bid, whose signature is attested herewith. And that such documents be thereafter delivered to the Bank.
3. provide BC Management Services as CBC to M/s Indian Bank, as per the requirements of the Bank, if selected in the said RFP process

The documents relating to the Bid / RFP shall be as required by the Bank and strictly in the formats specified by the Bank (as per the specimen printed document forwarded to the Board), information provided in the Bid documents will be binding on the company and that the charges or penalty levied on the Bank due to any deficiency / default by the Company or its Representatives/ Employees/ FBCs/ Bank Mitras/ Supervisors/ Agents in submission of the bid or in performance of the obligations under the contract be borne by the company. The company do execute with the Bank, the aforesaid documents in terms of the printed forms of these documents which are produced to the Board and initialled for identification by the Chairman.

Certified true copy

Chairman

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Dated20.....

Place:

.....

(Signature of the Authorised person to sign the Bid / RFP Documents)

Name:

Designation

Signature Attested

Signature of Chairman with Seal of the firm/entity

ANNEXURE – IV

UNDERTAKING BY THE BIDDER-NOT BLACKLISTED

(on applicable **Non-Judicial Stamp Paper**, duly **Notarised**)

Date:

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
Post Box No.:5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

We_____ (Bidder name), hereby undertake that as on date of submission of this RFP, we are not blacklisted by the Central Government/ any of the State Governments in India or any Financial Institutions/PSU/PSU (Banks)/Any Other Agency, etc.

We also undertake that we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to the Bank.

Yours faithfully

Signature

Name of the Authorized Signatory

Designation

Organization Seal

Dated this day of20

Place:

ANNEXURE –V

KNOW YOUR EMPLOYEE (KYE) UNDERTAKING
(Undertaking to be Given on Letter Head)

Date:

The Assistant General Manager-FI,
Indian Bank, Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014.

Dear Sir

Ref: Your RFP Ref. No. _____ dated _____

We _____ (name of the entity) hereby confirm that all the Resource (both on-site and off-site) deployed / to be deployed on Bank's project relating to RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023, have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

We undertake and agree to save, defend, keep harmless and indemnify the Bank (its employees, personnel, officers, directors, representatives-hereinafter collectively referred to as "Personnel") against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, copies of ID card, Educational certificates, etc.) to Bank before deploying officials/supervisors /FBCs/Bank Mitra for the Bank, in respect of the RFP.

Signature

Name of the Authorized Signatory

Designation

Organization Seal

Dated this day of20

Place:

ANNEXURE – VI

GENERAL UNDERTAKING BY BIDDER

The Assistant General Manager-FI,
Indian Bank, Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014.

Sub: RFP for Empanelment of Corporate Business Correspondent (CBC) Entities for States/UTs/Regions/ Zones/Pan India

Having examined the RFP Ref No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023 including all Annexures, Appendices, the receipt of which is hereby duly acknowledged, we the undersigned, offer for Empanelment/Selection of Corporate Business Correspondents (CBCs) for States/UTs/Regions/ Zones/ Pan India as detailed in your above-mentioned RFP.

If our Bid for the above job is accepted and selected / empaneled as CBC, we undertake to enter into and execute the agreements / Contract in the prescribed formats, as required by the Bank, at our cost, when called upon by the Bank to do so. Until a formal contract is prepared and executed, this bid together with your written communication on our selection/empanelment as CBC, shall constitute as a binding contract between us.

If our bid is accepted and selected / empaneled as CBC, to act as Empaneled CBC for the bank and confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as per **SECTION-8** Check List are in order, we undertake to execute the agreements required by the Bank and we agree to execute the same, as per the Model Agreement given in **SECTION-7** of the above referred RFP, along with any modification(s) as required by the Bank and shall discharge our duties as CBCs/Service Providers for BC Management Services to the fullest satisfaction of the Bank.

We agree to abide by this bid for the period of 90 days after the date of finalization of RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988” and /or other applicable laws for the time being in force in India.

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

We understand that the Bank is not bound to accept THE OFFER EITHER IN PART OR FULL AND THAT Bank has right to reject the offer in full or part without assigning any reasons whatsoever.

Dated this day of 20____.

(Signature)

Duly authorized to sign bid for and on behalf of _____

(Name & Address of Bidder)

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

ANNEXURE –VII

PRE-QUALIFICATION ELIGIBILITY CRITERIA & COMPLIANCE

Sl. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
1.	<p>The Bidder who will be participating in the RFP for empanelment/Selection of CBCs as per terms mentioned in this RFP document including willingness to deploy FBCs as per Bank's requirement and anywhere in India shall have the following Eligibility Criteria:</p> <ul style="list-style-type: none"> • NGOs/MFIs set up under Societies/Trust Acts and/or Section 25 Companies; <u>or</u> • Co-operative Societies registered under Mutually aided Co-operative Societies Acts/Co-operative Societies Acts of States/Multi State Co-operative Societies Act; <u>or</u> • Post Offices; <u>or</u> • Payment Banks; <u>or</u> • Companies registered under the Indian Companies Act, 1956/2013 with large and widespread retail outlets, excluding Non-Banking Financial Companies (NBFCs); <u>or</u> • Non-Deposit taking NBFCs (NBFCs-ND) subject to compliance of RBI guidelines:- (Mentioned at Clause 5.1.6 (i to iii) of Section- V of this RFP; <u>or</u> • SHG Federations or Self-Help Groups Promoting Institutions (SHPIs) as Corporate BCs. The SHG federation/SHPI will appoint and manage the selected members as Bank Sakhis (Bank Mitra) as per NABARD Guidelines. • Bidders who do not comply Clause 5.1.8 and 5.1.9 of this RFP shall not be permitted to participate in this RFP. 		<ul style="list-style-type: none"> ✓ Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company or ✓ Certificate of Incorporation in case of Private Ltd. Company, issued by Registrar of Companies or ✓ Trust/Society Deed, Registration Certificate, By-Law And/or ✓ Any other relevant documents deemed fit for a legal entity Proof <p>Audited Financial Statement/Annual Report for last three years.</p>	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Sl. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
2.	Bidder should have the relevant object clause of activities (CBC business) in commensurate with the objective and scope of this RFP in their Internal Charter Memorandum of Association (MOA)/ Articles of Association (AOA) / Bye-Law / Deed, etc. Bidder must be in relevant business such as EBT, DBT, Aadhaar Based Payment Platform etc. The discretion of bank in interpretation of object clause shall be binding on Bidder and Final.		The Bidder shall submit in their letter head confirming such object clause (ie., Entity is permitted for carrying out the activities proposed in this RFP for BC management services) as per Annexure - XX, along with the Bid Documents.	
3.	Bidder should have at least 4 years of experience as on the date of publication of this RFP. In case of Micro and Small Enterprises (MSEs) and Startups (as defined by Department of Industrial Policy and Promotion (DIPP), recognized by Department of Industry & Internal Trade (DPIIT), subject to their fulfilling its terms and conditions), minimum experience shall be treated as 2 years as on the date of publication of this RFP.		Documentary evidence such as Purchase Order/ Service Level Agreement / Authorised signed Letter from Public / Private Sector Bank / RRB as per Annexure-XVII.	
4.	The Bidder should have been engaged in Customer Service Outlets and BC Management activities		The Bidder shall submit in their letter head confirming such object clause (ie., Entity is permitted for carrying out the activities proposed in this RFP for BC management services) as per Annexure - XX, along with the Bid Documents.	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Sl. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
5.	The Prime Project Leader/Executor/ Technical or Operational Head of the Bidder should have at least 2 years of experience in Financial Inclusion Solution with a Public Sector Bank /Private sector bank / RRB.		An undertaking to this effect, as per Annexure – XXI, in letter head of the entity shall be submitted along with the Bid Documents.	
6.	<p>Bidder shall have experience of successful implementation of BC Management for financial inclusion project for at least one Public Sector Bank /Private sector bank / RRB in India, which has minimum 500 Branches. The presence of BCs of the Bidder should be at least in 5 states/ UTs with a minimum of 500 BCs/FBCs.</p> <p>Bidders claiming benefits under MSE / Startups should have experience of successful implementation of BC Management for financial inclusion project for at least one Public Sector Bank /Private sector bank / RRB in India, which has minimum 500 Branches.</p>		Documentary Proof. Viz., Agreement, appointment and certificate/ Letter from Public / Private Sector Bank / RRB as per Annexure - XVII on the Bank's letter head	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Sl. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
7. a)	<p>(i) The Net Worth of the Bidder should be positive for the previous three financial years.</p> <p>(ii) Minimum Net Worth should be Rs.10 Crore or more as on 31.03.2023, as per balance sheet for the FY 2022-23.</p> <p>(iii) Net Worth of the bidder should not be negative as on 31.03.2021, 31.03.2022 & 31.03.2023 and should not have eroded by more than 30% in the last three years, viz., FY 2020-21, FY 2021-22 & FY 2022-23.</p>		<p>(i) Audited Financial Statements for the FY 2020-21, FY 2021-22 and 2022-23. If Audit has not been completed for the FY 2022-23, Chartered Accountant Certified Financial Statements shall be submitted</p> <p>(ii) The Annual report for the last 3 years as mentioned above, shall be submitted by Bidder</p>	
7. b)	<p>Bidders claiming benefits under MSE / Startups shall have the following criteria with regard to Net Worth:</p> <p>(i) The Net Worth of the Bidder should be positive for the previous two financial years, as per Audited Financial Statements for the FY 2021-22, FY 2022-23.</p> <p>(ii) Minimum Net Worth should be Rs.1 Crore or more as on 31.03.2023, as per balance sheet for the FY 2022-23.</p> <p>(iii) Net Worth of the bidder should not be negative as on 31.03.2022 & 31.03.2023 and should not have eroded by more than 30% in the last two years, viz., FY 2021-22 & FY 2022-23.</p>		<p>(i) Audited Financial Statements for the FY 2021-22, FY 2022-23. If Audit has not been completed for the FY 2022-23, Chartered Accountant Certified Financial Statements shall be submitted</p> <p>(ii) The Annual report for the last 2 years as mentioned above, shall be submitted by Bidder</p>	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Sl. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
8.	<p>a) The Bidder should have an Average Annual Business Turnover of Rs.10.00 crore during the previous three financial years i.e. as per Audited Financial Statements for the FY 2020-21, FY 2021-22 and FY 2022-23.</p> <p>b) Bidders claiming benefits under MSE / Startups should have an Average Annual Business Turnover of Rs.2.00 Crore during the previous two financial years i.e. as per Audited Financial Statements for the FY 2021-22 and FY 2022-23.</p>		Documents as detailed for point No.7.a) & b), as above	
9.	The Bidder should not have been blacklisted by any of Government Authority or Public Sector Undertakings (PSUs)/ PSU Banks/ IBA/ RBI/ NABARD/NPCI/ UIDAI/ IDBRT, etc.		The Bidder should submit a declaration as per Annexure - IV signed by the authorized signatory and should be notarized in this regard on applicable Non-Judicial Stamp Paper	
10.	The services of Bidder should not have been discontinued by any Bank on account of non-performance /poor performance in last 3 years.		The Bidder should submit a declaration as per Annexure - XXII signed by the authorized signatory and should be notarized in this regard on applicable Non-Judicial Stamp Paper	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Sl. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
11.	The Bidder should satisfy the norms of due diligence as laid down by Reserve Bank of India or any other regulatory body like of NPCI, UIDAI etc.		The Bidder should submit a declaration as per Annexure - XXIII signed by the authorized signatory and should be notarized in this regard on applicable Non-Judicial Stamp Paper	
12.	The Bidder should have adequate organizational strength to undertake / service large areas, deploying BC/FBC Agents in all the states / UTs of India, as and when required by the Bank. FBCs engaged by him should have sufficient knowledge to handle the technology / MICRO ATMs/ Tablets / Integrated Mobile Devices /enrollment devices as per technical specifications required by bank/ regulatory authorities at Indian Bank Customer Service Point/Indian Bank Grahak Seva Kendra so as to provide requisite banking services financial as well as non-financial to customers.		A Brief Profile on the letter head of the Bidder, with No. of BC centres in detail, bank wise, State wise, District Wise, with area of expertise	
13.	Neither the Bidder nor its Promoters and Directors should be defaulters to any financial institution. The Bidder should not have been reported against by any Public Sector Bank to Indian Banks Association, RBI and Credit Rating Agencies for any malpractice, fraud, prosecutions etc.		Letter of undertaking from the Bidders on their letter head signed by Authorised Signatory as per Format available in Annexure – XXIV and duly Notarised	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Sl. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
14.	Bidder must sign the Integrity Pact (IP) as per Annexure- XV.		Integrity Pact (IP) as per Annexure- XV to be executed on applicable Non-Judicial stamp paper	
15.	Bidder should have a team of minimum 10 certified, experienced engineers working dedicatedly on FI technology solutions since last 3 years out of which 2 engineers should have more than 2 years of experience as a team / project leader. Bidders claiming benefits under MSE / Startups should have a team of minimum 5 certified, experienced engineers working dedicatedly on FI technology solutions since last 2 years out of which 2 engineers should have more than 1 year of experience as a team /		Bidder must provide on their letter head, the list of engineers with the following details Name, Qualification, Date of joining organization, working since in the project, Designation. To substantiate this eligibility criterion, copies of certifications shall be provided.	
16.	The Bidder should be able to depute local supervisors in the Zones of the Bank, in which Indian Bank desires to have CSP Centre i.e., there must be at least 1 supervisor for every 40 FBCs for implementation of FI programme of the Bank. The deployment of supervisors must be completed within 45 days of allocation of centres/agreement with Bank. The allocation of centres to the Service Providers must not be construed as matter of right. Bank reserves the right to allocate fully/partially or not to allocate at all.		An undertaking to this effect to be submitted as per Annexure - XXV.	

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Sl. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
17.	Bidder to provide the number of employees in their payroll as on the date of the publication of the RFP, out of which number of employees dedicated for looking into operations relating to Financial Inclusion		Bidder must provide on their letter head	

Note: Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria can entail rejection / non-selection / disqualification of the Bidder at any stage of the RFP process. Photocopies of relevant documents / certificates duly signed by the authorized person should be submitted as proof of support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio / non-selection / disqualification of the Bidder at any stage of the RFP process.

Place:

Date:

Signature:

SEAL of the Organization/Entity

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

ANNEXURE – VIII

ACCEPTANCE OF SCOPE OF WORK

(Undertaking to be given on Letter Head of the Bidder)

Date

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir,

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

Anent the above, we confirm as mentioned below and completely accept the Scope of Work, as mentioned in the referred RFP:

Sl. No.	Criteria	Compliance (Yes/NO)
1.	Bidder on selection as CBC should implement Bank's Technology Platform for BC Channel, Security Standards, FI Gateway Solution, Digital FI Solution for various products at BC Channel, DC Set up, DR activity etc.	
2.	Bidder on selection as CBC shall ensure smooth functioning of BC outlets in line with FI policy of Bank including supervision ensuring Zero-downtime, service duration and collecting customer feedback.	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

3.	Bidder on selection as CBC shall select, engage, train, educate, appoint and monitor Bank Mitras/FBCs in the SSAs/Uncovered Villages/Non SSAs centres as per list given by Bank under PMJDY/Non PMJDY and in Rural, Semi Urban and Urban/Metro locations for providing basic banking services through Micro ATM/Kiosk Banking/Integrated hand-held Mobile devices under Inter-operable platforms of Hybrid Model as per requirement of Bank.	
4.	Bidder on selection as CBC shall ensure that FBCs shall incur all costs by themselves for all types of physical infrastructure built up at their allotted BC locations, procurement of devices, network facilities/upgradation/maintenance etc. as per specification provided by bank, which may be revised from time to time.	
5.	Bidder on selection as CBC shall ensure supply, install/re-install/configure/re-configure and maintain all the required technology and infrastructure, including hardware, software and maintenance through their appointed FBCs/Bank Mitras and integrate with the end-to-end FI solution as per requirements of Bank at FBC/Bank Mitra location.	
6.	Bidder on selection as CBC must take technical support from our back office to provide support to FBCs / Bank Mitra for Kiosks (both at fixed locations as well as movable delivery units), application upgrade at all terminals and issue resolution related to common application. In case of exigencies, the bidder should have arrangement for necessary support & maintenance of Kiosk application at fixed locations as well as movable delivery units. Bank will provide the facilities for technical support including Help Desk facility. However, bidder must provide software/ program/utility to lodge the call and other details including solution provided, time taken, root cause analysis and reports etc.	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

7.	Bidder must provide Manpower support for complete integration end to end FI solution (including FI Gateway, common Kiosks application) at their allotted Bank Mitra locations. Selected Bidder will be responsible for managing the actions and activities of its personnel/supervisors involved in the BC Management Services and will be accountable for all the personnel deployed/engaged.	
8.	No sub-contracting is permitted. Bidder should have direct contract with their agents and not through sub-contractor. Bidder can use contractors for other services but not for the Bank, Bidder will be the only contact point for all the services and issues related to this RFP. Bank will not discuss or attend any issue of /or through/ with the sub-contractor.	
9.	Bidder on selection as CBC shall ensure device of FBCs are NPCI/UIDAI/PCI-DSS/PA-DSS standards for PIN based Rupay/other cards specifications and as per NPCI/UIDAI/Bank's specifications standards from time to time.	
10.	The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not conformity to the bidding documents in every respect will be at the Bidder's Risk and may result in the rejection of its bid.	
11.	The Agreement for CBCs shall be valid for 3 years for the CBCs/Service Providers only after execution of the Agreements with Bank & mandated issued for BC Management Services that can be renewed for further period of 2 years on the existing terms and conditions or modified terms and conditions at the discretion of the Bank.	
12.	Model Agreement Signed by Authorized Signatory.	
13.	The Scope of Work signed in each page as per Section-3 by Authorized Signatory.	

Note: Bidder must comply with all the above-mentioned criteria and the Scope of Work as mentioned in the RFP. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates signed by the authorized person should be submitted as proof of support of the claims made for each of the above-mentioned criteria. The Bank reserves the

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

Place:

Date:

Signature:

SEAL of the Organization/Entity

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

ANNEXURE – IX

ACCEPTANCE OF TERMS & CONDITIONS OF WORK

(Undertaking to be given on Letter Head)

Date

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir,

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

Anent the above, we confirm as mentioned below and completely accept the Terms & Conditions of Work, as mentioned in the referred RFP:

Sl. No.	Criteria	Compliance (Yes/No)
1.	Bank at its discretion may allot the mandates to successful Bidders/Service Providers empaneled through this RFP for engaging its FBCs/Bank Mitras at locations provided by the Bank. Empanelment doesn't give a right to empaneled bidder to claim the mandates and become Service Providers unless agreement is executed. Bank at its discretion may empanel bidders for future operations and shall only execute agreements with selected bidders to act as Service Providers for BC management.	
2.	Bidders/Service Providers will fully be responsible for any type act/commission/omission/fraud/irregularities/malafied activities of their BCs/Bank Mitras.	
3.	Successful Bidders/Service Providers must ensure that their FBCs/Bank Mitras are fully aware about the financial inclusion functioning including PMJDY as National Mission and provide them required training from time to time for products and technology (existing or to be introduced).	

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

4.	Successful bidders/Service Providers should ensure minimum 90% deployment of its FBCs/Bank Mitras in the allotted SSAs/Non SSAs in respective Zones as per mandate within 45 days. Service Providers should maintain minimum 90% deployment and functioning of its BCs/Bank Mitras during the entire contract period.	
5.	Successful bidders/Service Providers must Display the Board at the location mentioning Banks Name, Logo, its agents name and location along with link Branch Name and contact details etc. as per extant guidelines.	
6.	Selected bidders/Service Providers will ensure that the cost of network/connectivity including charges for network/internet of all FBCs/Bank Mitras shall be borne by the respective BCs/Bank Mitras/Service Providers. Bank follows OPEX model in this regard.	
7.	Selected bidders/Service Providers may also be required to provide basic Banking services in Rural, Semi Urban, Urban and Metro locations other than allotted SSAs. Bank will not provide any hardware such as Laptop/ Desktop/Mobile Device/ Micro ATM/ Integrated mobile device/, printer, in any areas. Selected bidders/Service Providers shall have to keep in mind that the cost of all required hardware, devices, connectivity, etc. in all BC/Bank Mitra locations shall be borne by BCs/Bank Mitras/Service Providers.	
8.	Bank will not pay any rentals, establishment costs etc. towards setting up of BC fixed location/ portable delivery units comprising of Tab/ Laptop, Biometric device, etc. as well as vehicle that BC may use for transportation.	
9.	Bank will not provide any license for Operating System or any other application other than the common (Bank's) FI application for Laptop/Desktop /Mobile Devices. Any cost towards Operating System or any other application, including Antivirus, required for running the Laptop/Desktop/Mobile device will be by and at the cost of the selected bidder. Selected bidders/Service Providers will use licensed software and Operating System only and shall ensure that no unauthorized software is installed in the Laptop/Desktop/Mobile device.	

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10.	In case of Kiosk banking where FBCs/Bank Mitras will function from Laptop/Desktop, Selected bidders/Service Providers has to install licensed antivirus on all laptop/desktop and update and scan the laptop/desktop regularly. Bank will not permit any laptop/Desktop/any other device to be connected to Bank's network unless a valid licensed antivirus is installed in it. No application other than those permitted by the Bank shall be installed/run in the devices used by the BCs for carrying out BC services / running FI solution of the Bank	
11.	The Terms & Conditions is to be signed in each page as per Section-4 by Authorized Signatory.	

Note: Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates signed by the authorized person should be submitted as proof of support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

Place:

Date:

Signature:

SEAL of the Organization/Entity

BID SECURITY FORM – Bank Guarantee Format

To (Beneficiary)

The Assistant General Manager-FI,
Indian Bank,
Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014.

Date:

Whereas..... (*Hereinafter called “the Bidder”*) who intends to submit its bid..... for the empanelment of Corporate Business Correspondents (CBCs) for providing BC Management Services (*Hereinafter called “the Bid”*).

KNOW ALL PEOPLE by these presents that We(Name of the Guarantee issuing Bank) of INDIA (name of country), having our registered office at(*address of Guarantee issuing bank*) and having one of its Branch office at(*address of Guarantee issuing Bank Branch*) (*hereinafter called “the Bank”*), are bound unto **Indian Bank** in the sum of Rs.(Rupeesonly), for which payment well and truly to be made to the said **Indian Bank**, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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We undertake to pay **Indian Bank** up to the above amount upon receipt of its first written demand without any demur or protest and without Indian Bank having to substantiate its demand, provided that in its demand, Indian Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 9 months from the last date of submission of the Bid. Claim period of the Bank Guarantee shall be 12 months from the validity date. Any demand in respect thereof should reach the Bank not later than the above date (Claim date).

- a) Amount of Bank Guarantee : Rs.50,00,000/-
b) Bank Guarantee Valid upto
(last date of submission of the Bid + 9 months) : _____
c) Claim period 12 months from (b) ie.,
(last date of submission of the Bid + 9 months + 12 months) : _____

(Signature of the Bank Officials with seal)

NOTE:

1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by scheduled commercial banks located in India except Indian Bank and shall be on a Non-Judicial Stamp Paper of requisite value
3. Authorised SFMS for this Bank Guarantee to be sent to INDIAN BANK, by the Bank issuing Bank guarantee, as per details below:

INDIAN BANK

HARBOUR BRANCH

66, RAJAJI SALAI, CHENNAI 600001

IFSC: IDIB000H003

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ANNEXURE – XI

PERFORMANCE SECURITY FORMAT

Bank Guarantee No.

Date:

To
INDIAN BANK, (Purchaser)
Assistant General Manager
Indian Bank, Corporate Office, Financial Inclusion Department
254-260 Avvai Shanmugam Salai, Royapettah,
Chennai- 600 014, India.

WHEREAS M/sAddress:..... hereinafter called “Service Provider” has undertaken, in pursuance of INDIAN BANK, (Hereinafter referred to as “You” or “Purchaser” which term shall unless repugnant to the context shall mean its successors and permitted assigns). Selection for Empanelment of Corporate Business Correspondent (CBC) in Indian Bank vide communication dated, being a successful bidder in RFP Ref. No: CO/FID/CBCRFP/1/2023-24 dated 31.08.2023 & subsequent amendments, if any) (hereinafter called “the Contract”).

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

AND WHEREAS we (details of the Bank Guarantee issuing Bank, Branch, Full Address of Corporate Office and Full Address of Branch) (Hereinafter called as “the Bank/ Guarantor/ We” which terms unless repugnant to the context shall include its successors and assigns) have agreed to give the said Guarantee for and on behalf of the Service Provider.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, up to a total of Rs.60,00,000/- (Rupees Sixty lakhs only) and we undertake to pay you unconditionally forthwith or in any case not later than two working days, upon your

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first written demand within claim period declaring the Service Provider to be in default under the Contract and without any demur, cavil or protest, any sum or sums within the limit of **Rs.60,00,000/- (Rupees Sixty lakhs only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. Any delay in making said payment shall attract an interest of 18% calculated on daily basis.

The claim for the same shall be made in writing within the claim period i.e. on or before ----- . We are agreeable to extend the Bank Guarantee for any further period / any number of times at the request of the Service Provider.

No failure or delay on the part of purchaser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

This guarantee shall not be affected by any change in contract terms or any dispute between the Service Provider and the Purchaser and we undertake to honour our obligations under this guarantee independently.

The Bank (We) undertakes not to revoke this guarantee during its currency without previous written consent of Indian Bank (Purchaser) and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till ----- whichever is earlier. Indian Bank (Purchaser) shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Service Provider and Bank will have no objection for the same.

- | | |
|------------------------------------|-------------------------|
| a) Amount of Bank Guarantee | : Rs.60,00,000/- |
| b) Bank Guarantee Valid upto | : |
| c) Claim period 12 months from (b) | : |

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This guarantee is valid until the day of

Claim date:

Signature of Authorized Officials with Seal

.....

Date.....

Address:.....

NOTE:

1. Supplier should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by a Scheduled Commercial Bank located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Authorised SFMS for this Bank Guarantee shall be sent to INDIAN BANK as per details below:

INDIAN BANK

HARBOUR BRANCH

66, RAJAJI SALAI, CHENNAI 600001

IFSC: IDIB000H003

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CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

ANNEXURE – XII

BG CONFIRMATION LETTER

To
Name of the BG issuing Bank
Address of the Bank issuing BG Confirmation letter

Date:

Dear Sir,

Sub: Confirmation regarding issuance of Bank Guarantee – Purchaser: M/s
_____ (Name of the bidder).

With regard to the above, please confirm the issuance of following Bank Guarantee in
Beneficiary : Indian Bank; **Purchaser: M/s** _____ (Name of the bidder).

Details of Bank Guarantee	Amount in Rs.	Expiry Date	Claim Date
a)BG No. and Date: b)BG amendment No. and date, if any: c)Issuing Bank and Branch Name and address:			

Yours faithfully,

Assistant General Manager (FI)

India Bank, CO: Financial Inclusion Department

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ANNEXURE – XIII

BG RENEWAL / EXTENSION LETTER

To

Name of the Bidder

Address

Date:

Dear Sir,

Sub: Renewal/Extension of Bank Guarantee submitted by you against our RFP_____ (RFP ref) dated _____ .

With reference to the above, we would like to inform that the Bank guarantee submitted by you is expiring / has expired on _____ (date). Please arrange to submit Renewal/Extension of Bank Guarantee for a period of _____ months. The details are given below.

Bank Gurantee No.:

Bank Guarantee Amount:

Validity date:

BG issuing Bank:

Authorised SFMS for this extension of Bank Guarantee shall be sent by the BG issuing Bank to INDIAN BANK as per details below:

INDIAN BANK

HARBOUR BRANCH

66, RAJAJI SALAI, CHENNAI 600001

IFSC: IDIB000H003

Yours faithfully,

Assistant General Manager (FI)

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ANNEXURE – XIV

BG INVOCATION / ENCASHMENT LETTER

Name of the Bank
Address

Date:

Dear Sir,

Sub: Invoking of Bank Guarantees issued by your Branch on behalf of _____
(Name of the bidder).

The following Bank Guarantee had been issued by _____ (Name of the Bank)
on behalf of _____ (Name of the vendor) for due performance/ fulfilment of
their obligations in accordance with our RFP Ref. No. _____ dated _____ & Contract
Ref. no. _____ dated _____ (Details of the RFP/Contract).

Bank Guarantee Details	BG Amount (in Rs.)

We declare that the CBC/Service Provider committed/is in default under the above contract
_____ and you treat this letter as an invocation of the above BGs and we/the Bank
demand you to draw a DD for a sum of _____ (in words & figures) in favour of
INDIAN BANK and forward to us or remit the said amount through _____
(account details).

If required, original BGs will be provided on receipt of funds.

Yours faithfully,

Assistant General Manager (FI)

ANNEXURE –XV

(To be printed in Non-Judicial stamp Paper)

PRE-CONTRACT INTEGRITY PACT

Between
Indian Bank hereinafter referred to as “The Bank”
and
..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for engagement/empanelment of Corporate Business Correspondents (CBCs) for providing BC Management Services. The Bank 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 Bidders(s) and / or Contractor(s).

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

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

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

Section 2 – Commitment of the Bidder(s)/Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security and the bid security will be forfeited.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the

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Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on

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- the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
 7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 8. The word '**Monitor**' would include both singular and plural

Section 9 – Pact Duration

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

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

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)
(Office Seal)
Place -----
Date -----

(For & On behalf of Bidder/Contractor)
(Office Seal)
Place -----
Date -----

Witness 1:
(Name & Address) _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Witness 2:
(Name & Address) _____

ANNEXURE -XVI

NON-DISCLOSURE AGREEMENT

(To be printed in Non-Judicial stamp Paper)

This Agreement made at _____, on this _____ day of _____
2023 **BETWEEN** _____ a company incorporated under
the Companies Act, 1956 having its registered office at _____
(hereinafter referred to as "**Bidder**" which expression unless repugnant to the context or
meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;
AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition &
Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai
Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as "**IB**" which
expression unless repugnant to the context or meaning thereof be deemed to include its
successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as "the
Parties". Either of the parties which discloses or receives the confidential information is
respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The **Bidder** has submitted bid for providing the services of BC Management to act as
CBC/Service Provider.

The Parties entered to an Agreement dated _____ (To be filled in after agreement)
and established business relationship between them. In the course of such business
relationship, it is anticipated that both the parties may disclose or deliver to either of the
Parties certain or some of its trade secrets or confidential or proprietary information, for the
purpose of enabling the other party to evaluate the feasibility of such business relationship
(hereinafter referred to as "**the Purpose**").

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. Confidential Information:

"Confidential Information" means all information disclosed/ furnished by either of the parties
to another Party in connection with the business transacted/to be transacted between the
Parties and/or in the course of discussions and negotiations between them in connection

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with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,
- c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or
- d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Use of Confidential Information:

- a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than persons in the

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direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. Whenever it is expedient under the contract, the Receiving Party may disclose Confidential Information to consultants/ third party only if the consultant/ third party has executed a Non-Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure

4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

5. Term:

This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential indefinitely even after the expiry of the contract.

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

6. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph

8. Remedies:

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

9. Entire Agreement, Amendment, Assignment:

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

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

10. Governing Law and Jurisdiction:

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai

11. General:

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

12. Indemnity:

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written

For and on behalf of

Name of Authorized signatory:

Designation

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

CO: Financial Inclusion Department,
 Indian Bank, Corporate Office,
 254-260, Avvai Shanmugam Salai,
 Royapettah, Chennai-600014.

ANNEXURE –XVII

LETTER FROM PUBLIC / PRIVATE SECTOR BANK / RRB

<To be issued in Bank's letter head>

Date:

The Assistant General Manager (FI),

Indian Bank, Corporate Office,

Financial Inclusion Department

PB No.5555, 254-260, Avvai Shanmugam Salai, Chennai-600 014

Dear Sir,

Sub: Services of M/s_____as Corporate Business Correspondent

We certify that M/s_____ is engaged by our bank for providing BC Management Services as Corporate Business Correspondent since__dd.mm.yyyy__.

They have been rendering BC Management Services by deployment of _____number of BCs in SSAs and _____ number of BCs in Non SSAs centers, in the States/Union Territories as detailed below, till date. The services provided by them are satisfactory.

Sl.no.	Name of the State/ Union Territory	No. of BCs in SSA centers (a)	No. of BCs in Non SSA centers (b)	Total No. of BCs (c = a+b)	Out of (c), No. of Active BCs (as _____ on 30.06.2023)

Thanking You,

(Signature)

Office Seal

Name of the Official

Designation (Not Below rank of Asst. General Manager should sign)

Bank's Name

E-Mail id:

Contact Mobile No. _____ Land Line No._____

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

ANNEXURE-XVIII

DECLARATION for availing benefits under MSE / Startups

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir,

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023 floated for empanelment of Corporate Business Correspondent (CBC) entities for BC Management Services.

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that as per the guidelines under public procurement policy issued by Government of India, we are eligible to avail the benefits under Micro and Small Enterprises (MSE) / Startups, in response to your RFP floated, as referred above.

Self-attested copies of Valid Udyog Aadhaar Certificate / Udyam Registration Certificate / Certificate issued by __<write the name of the issuing authority>_ Certificate Ref. No._____ dated _____ valid upto date_____is attached herewith.

In case, at any later stage, it is found or established that the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours faithfully

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

ANNEXURE-XIX

**DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES
A LAND BORDER WITH INDIA**

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTERHEAD)

Date

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir,

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India.

I certify that **<< name of the firm>>**

- a) is not from such a country or,
- b) if from such a country, has been registered with the Competent Authority.

<<PLEASE STRIKE OUT WHICHEVER IS NOT APPLICABLE>>

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority is to be attached.]

Yours faithfully

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

ANNEXURE - XX

**DECLARATION ON RELEVANT OBJECT CLAUSE IN MOA / AOA / BYE-LAW / DEED, ON
BC MANAGEMENT ACTIVITY**

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTERHEAD)

Date :

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir,

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

We hereby confirm that as per clause (Page No....., Para no.....) of MOA / AOA / Bye-Law / Deed / (PI tick whichever is applicable / fill in relevant supporting document) relating to our entity, we are permitted to carry out BC Management Services. Self attested copy of the same is attached for your reference.

Yours faithfully

Signature of Authorized Official

Name and Designation with Office Seal

Encl. Self-attested Copy of MOA / AOA / Bye-Law / Deed / (PI tick whichever is applicable / fill in relevant supporting document)

Place:

Date:

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

ANNEXURE-XXI

DECLARATION ON PRIME PROJECT LEADER/EXECUTOR

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTERHEAD)

Date :

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir,

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

We hereby confirm that the Prime Project Leader/Executor/Technical or Operational Head of the entity has at least 2 years of experience in Financial Inclusion Solution with a Public Sector Bank /Private sector bank / RRB. Details of the same is furnished below:

Sno.	Name of the official	Designation	Educational Qualification	Operational Head/ Technical head / Prime Project Leader	Experience / Various Positions Held, with start date and end date

Yours faithfully

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

ANNEXURE-XXII

UNDERTAKING BY THE BIDDER - NOT DISCONTINUED

(on applicable **Non-Judicial Stamp Paper**, duly **Notarised**)

Date:

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

We_____ (Bidder name), hereby confirm that we have not been discontinued by any Bank on account of non-performance /poor performance in last 3 years.

Yours faithfully

Signature

Name of the Authorized Signatory

Designation

Organization Seal

Dated this day of20

Place:

ANNEXURE-XXIII

UNDERTAKING BY THE BIDDER-SATISFY DUE DILIGENCE NORMS

(on applicable **Non-Judicial Stamp Paper**, duly **Notarised**)

Date:

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

We_____ (Bidder name), hereby confirm that we satisfy the norms of due diligence as laid down by Reserve Bank of India or any other regulatory body like NPCI, UIDAI etc.

Yours faithfully

Signature

Name of the Authorized Signatory

Designation

Organization Seal

Dated this day of20

Place:

ANNEXURE-XXIV

**UNDERTAKING BY THE BIDDER-NOT DEFAULTERS TO ANY FINANCIAL
INSTITUTION**

(on applicable **Non-Judicial Stamp Paper**, duly **Notarised**)

Date:

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

We _____ (Bidder name), hereby confirm that neither the entity nor its Promoters and Directors are / have been defaulters to any financial institution.

We further undertake that we have not been reported adversely against our creditability by any Bank to Indian Banks Association / RBI / Credit Rating Agencies for any malpractice / fraud / prosecutions / etc.

Yours faithfully

Signature

Name of the Authorized Signatory

Designation

Organization Seal

Dated this day of20

Place:

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

ANNEXURE-XXV

UNDERTAKING BY THE BIDDER-ATLEAST 1 SUPERVISOR FOR EVERY 40 FBCs

Date:

The Assistant General Manager-FI,
Indian Bank Corporate Office,
Financial Inclusion Department
PB No.5555, 254-260
Avvai Shanmugam Salai,
Chennai- 600014

Dear Sir

Sub: Request for Proposal for Empanelment/Selection of CBC

Ref: RFP No. CO/FID/CBCRFP/1/2023-24 dated 31.08.2023

We_____ (Bidder name), hereby confirm that we shall depute local supervisors in the Zones of the Bank, in which Indian Bank desires to have CSP Centre i.e., there must be at least 1 supervisor for every 40 FBCs for implementation of FI programme of the Bank. The deployment of supervisors must be completed within 45 days of allocation of centres/agreement with Bank.

We understand that the allocation of centres to us shall not be construed as matter of right. Bank reserves the right to allocate fully/partially or not to allocate at all.

Yours faithfully

Signature

Name of the Authorized Signatory

Designation

Organization Seal

Dated this day of20

Place:

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

APPENDIX-I

TECHNICAL EVALUATION FOR SELECTION / EMPANELMENT OF BIDDER FOR CBCS

1. Technical Score (Technical Evaluation) as per Evaluation and Assessment Matrix carries 100 Marks.
2. Presentation carries 100 Marks.
3. The scores obtained in the Technical Evaluation as per Evaluation and Assessment Matrix and Presentation shall be clubbed together to arrive at the final score.
4. A weightage of 40% shall be given for Technical Evaluation as per Evaluation and Assessment Matrix and 60% for Presentation.
5. A minimum cut off 75 marks shall be required for the Bidders for selection/empanelment consisting of both Technical Score and Presentation. A maximum of upto 5 (five) bidders shall be selected / empaneled.

Technical Score (Technical Evaluation) - Evaluation and Assessment Matrix

	Management and Corporate Governance	Elig. Marks	Max. Marks	Details of the Entity	Marks obtained by the entity
1.1	Entity Status (Constitution)				
	i Public Limited Co. / Central Govt./PSU.	10	10		
	ii Private Limited Co.	8			
	iii Co-operative Society/Trust	6			
	iv Other entity	4			
1.2	Experience of Key Promoter/ MD/CEO (Financial / Services / Retail Sector / Fintech)				
	i ≥ 7 years.	5	5		
	ii ≥ 2 years to < 7 years.	4			
	iii < 2 years	3			
1.3	Geographical Spread/Coverage (Operations in no. of States/ UTs)				
	i ≥ 10 States.	5	5		
	ii ≥ 5 States to < 10 states	4			
	iii < 5 States	3			

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	Management and Corporate Governance	Elig. Marks	Max. Marks	Details of the Entity	Marks obtained by the entity
1.4	No. of Years of Experience in managing Customer Service Outlets and Business Correspondent Agents				
	≥ 4 years	15	15		
	≥ 3 years to < 4 years	13			
	≥ 2 years to <3 years	11			
1.5	Engagement with Public/Private Sector Bank (PSB) / RRB for BC Management Services				
	Engagement in No. of PSB ≥ 4	10	10		
	Engagement in No. of PSB =2 or 3	9			
	Engagement in No. of PSB =1	8			
	If not engaged with any Public/Private Sector Bank but engaged with at least 1 RRB	7			
1.6	No. of Customer Service Outlets and Business Correspondent Agents engaged in PSB / RRB in India (Presence in Pan India with minimum of 500 BCs for entities not claiming benefits under MSE / Startups)				
	Above 5,000	15	15		
	1,001 to 5,000	13			
	Less than 1,000	11			
2	Financial Strength :				
2.1	Average Net Worth for last three financial years (2020-21, 2021-22 & 2022-23 or as applicable) (Rs.)				
	i ≥ 10 Cr	10	10		
	ii ≥ 5 Cr to <10 Cr	9			
	iii ≥ 1 Cr to <5 Cr	8			
	iv < 1 Cr	7			
2.2	Net Worth as on 31.03.2023 (Rs.)				
	i ≥ 10 Cr	5	5		
	ii ≥ 5 Cr to <10 Cr	4			
	iii ≥ 1 Cr to <5 Cr	3			

CO: Financial Inclusion Department,
Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai-600014.

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

	Management and Corporate Governance	Elig. Marks	Max. Marks	Details of the Entity	Marks obtained by the entity
2.3	Average Annual Business Turnover for last three financial years (2020-21, 2021-22 & 2022-23 or as applicable) (Rs.)				
	i ≥ 10 Cr	10	10		
	ii ≥ 5 Cr to <10 Cr	9			
	iii ≥ 2 Cr to <5 Cr	8			
2.4	Turnover for financial year 2022-23 (Rs.)				
	i ≥ 10 Cr	5	5		
	ii ≥ 5 Cr to <10 Cr	4			
	iii ≥ 2 Cr to <5 Cr	3			
	iv < 2 Cr	2			
3.1	Number of Certified, experienced engineers working dedicatedly on FI technology solutions				
	10 and above	5	5		
	More Than 5 but less than 10	4			
	5 and below	3			
3.2	Personnel/ employee on Pay Roll				
	50 and above	5	5		
	More Than 20 but less than 50	4			
	20 and below	3			

Ref: CO/FID/CBCRFP/1/2023-24 dt. 31.08.2023

Presentation Score

Bidders are suggested to make a Presentation (preferably Demo), on their Methods / Architecture on the below mentioned parameters. Presentation carries 100 marks, as detailed below:

S.No.	Parameter	Max. Marks
1	BC Master data, Profiling, Management & Supervision	20
2	Monitoring of Performance of BC	25
3	Monitoring of transactions at BC Point including round tripping transactions	15
4	Banking Services implementation at BC Point	15
5	Third Party Products implementation	15
6	Any other feature	10
	Total	100

APPENDIX-II

PRE-BID QUERY FORMAT

Bidders need to provide their queries, if any within the scope of this RFP for BC Management Services in XL sheet as per the format mentioned below. Bidders are requested to categorize their queries in respect of appropriate heads Viz. Scope of Work, Terms and Condition, Eligibility Criteria, etc. Bidders are requested to provide a reference of the page number of this RFP, state the clarification point and the queries/suggestion/deviation that they propose as shown below.

Sl. No.	Section No. and its Heading	Clause Reference No.	Page No.	RFP Text	Query Details	Bank Reply/Clarification