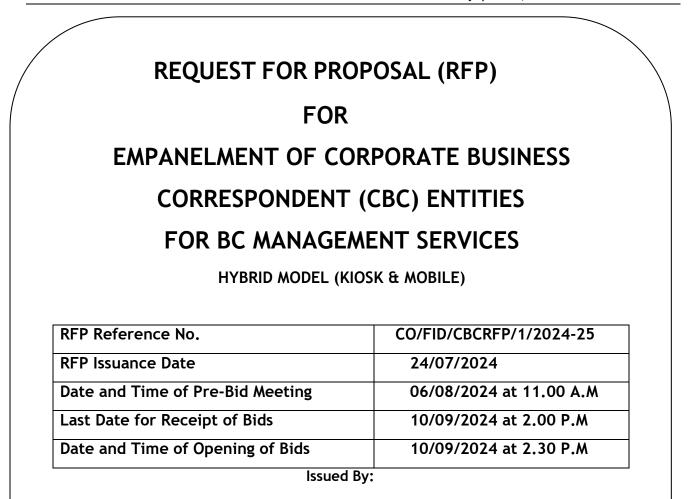


Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024



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

> Phone: +91-44-2813- 4507/4526/4529 Email: cofid@indianbank.co.in Website: <u>https://www.indianbank.in</u>

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RFP for Empanelment of CBC Entities for BC Management Services



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

## 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
- SCHEDULE-H : List of Annexure & Appendices

Part-2:

- SECTION-1 : Invitation for Bid
- SECTION-2 : Instruction to Bidders
- 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 XXVI) & Appendix Formats (I, II)



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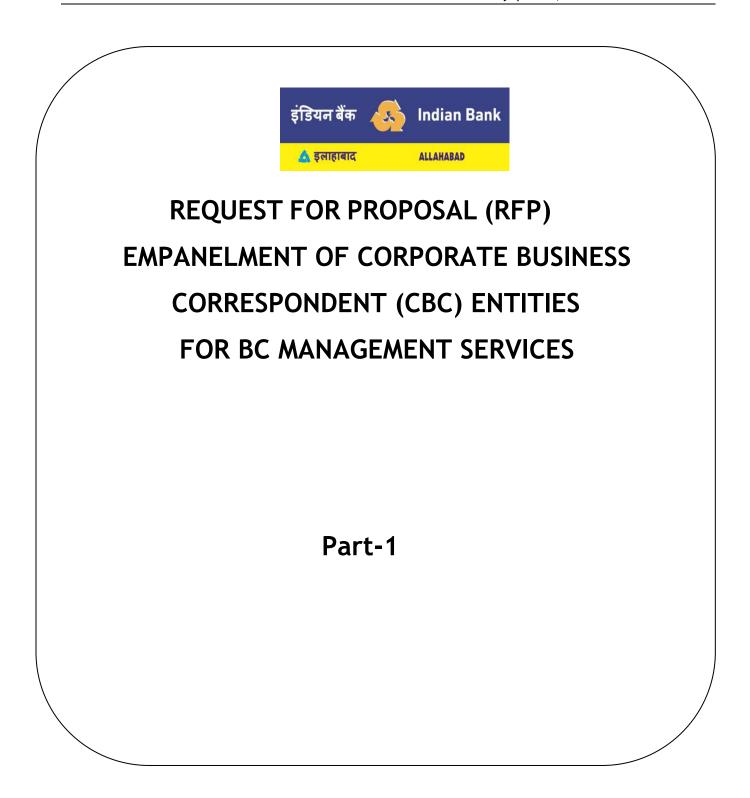
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CO: Financial Inclusion Department, Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600014.

## SCHEDULE-A

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

SI. No.	Particulars	Timeline
1	Issuance Date of RFP	24/07/2024
2	Last Date for receiving Pre-	06/08/2024
	Bid queries /clarifications	Pre-Bid Query Format is given at Appendix-II
3	Cost of RFP	Non-refundable <b>Rs.50,000/-</b> (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:
		Account No. : 98910000939 Account Name : RTGS INTERBANK/CASH SUSPENSE
		IFSC Code : IDIB000R021 Branch : Royapettah
		Narration / Ref. shall be "CO:FI CBC RFP Cost - <name bidder="" of="" the="">"</name>
		Mode of Submission: Online i.e., e-transfer. Micro and Small Enterprises (MSE) / Startups (recognized by DPIIT) Bidders, please refer Instruction to Bidders in <b>Section-2</b> of this RFP.
4	Pre-Bid Meeting Date and Venue Details	<b>06/08/2024 at 11.00 A.M</b> through hybrid (virtual / physical) mode. Bidders willing to participate in pre-bid meeting need to submit their details at <u>cofid@indianbank.co.in</u> on or <b>before 03/08/2024</b> . Bidders who have not submitted Non- Refundable Cost of RFP shall not be called for pre-bidding meeting.



1	<b>1</b>	Royapettan, Chennar-600014.
		Details of hybrid (virtual/physical) meeting would be communicated via e-mail to interested bidders separately.
5	Last Date of Submission of Bid / Closing Date in Offline Mode & Opening of Bids	10/09/2024 at 2.00 PM 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, before the data and time mentioned herein above: Assistant General Manager (FI), Indian Bank, Corporate Office, Financial Inclusion Department, First Floor, PB No.:5555, 254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600014.
6	Decuments to be submitted	
6	Documents to be submitted physically by Bidders	<ol> <li>Bid Security (Earnest Money Deposit EMD) for Rs.20,00,000 (Rupees Twenty Lakhs Only) to be submitted in</li> </ol>
	(Offline Mode)	<ul> <li>the form of Bank Guarantee (issued by a nationalised / scheduled commercial bank (other than Indian Bank) as per details mentioned in this RFP.</li> <li>Alternately, Bidders may also submit Bid Security (EMD) for Rs.20,00,000.00 (Rupees Twenty Lakhs only) in the form of a duly discharged Term Deposit Receipt (TDR) / Fixed Deposit Receipt (FDR) for a period of 21 months, with any Branch of Indian Bank, in the name of "Indian Bank Corporate Office Financial Inclusion Department A/c M/s<name bidder="" of="" the="">", along with a declaration on Non-judicial stamp paper applicable for the place of bank branch, where the TD/FD is placed and duly Notarised, as per format in Annexure – X (a) to be furnished.</name></li> <li>2. Pre-Contract Integrity Pact (on non-judicial stamp paper, applicable for the state)</li> </ul>



	Royapettah, Chennai-600014.	
		3. All documents as per Checklist of
		documents given at <b>Section-8</b> of this RFP.
7	Bid Opening Date	10/09/2024 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)	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. 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.



## 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 submitted to the Bank, shall be duly signed by the Authorised Signatory under the seal of the bidder 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. 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, Indian Bank, Corporate Office, Financial Inclusion Department, Post Box No.:5555, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014.



## 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 <b>applies/submits applications/Proposals</b> 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. The term "Bid" & "Quote/ Quotation" bears the same meaning in this 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.
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 <b>Section-7</b> 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.



	Royapettah, Chennai-600014.
Eligibility Criteria	"Eligibility Criteria" means the minimum criteria required to
	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	Individual BC engaged through Corporate Business
Correspondent (FBC)	Correspondents (CBCs) permitted to provide Basic Banking
	Services including transactions, enrolment for opening of
	Bank accounts, Social Security Schemes, etc. 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
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
Lherid Locations under	SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE). It means combination of both Fixed-Point BC & Mobile BC in
Hybrid Locations under OPEX Model /	locations under SSA and Non SSA areas as determined by
Commercials	Bank. OPEX Structure means remuneration payable based
CONTINECTAIS	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 presently, the sharing ratio between CBC
	and FBC shall be at 20:80 (for the services as applicable).
	Remuneration Structure is subject to change at the discretion
	of the Bank.
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	Non- Sub Service Area (SSA) is a cluster of 2-6 villages and
(SSA)	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



	Noyapettan, enemial 000014.
	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.
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.	



# SCHEDULE-C

# Abbreviations

AePS	Aadhaar Enabled Payment System
API	Application Protocol Interface / Application Programming Interface
Al	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



	Koyapettan, Chennai-600014.
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
КҮС	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



	Royapettah, Chennai-600014.
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
РОТ	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
ТАВ	Tablet to Be Used in Kiosk/Mobile BC
UID	Unique Identity
UIDAI	Unique Identification Authority of India
VLE	Village Level Entrepreneur
۱	



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

#### SCHEDULE-D

## Brief About RFP

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

Indian Bank has 11,297 Field Business Correspondents (FBCs) providing Basic Banking Services in SSA and Non-SSA locations engaged through Corporate Business Correspondents (CBCs) entities as on 31.03.2024. Bank intends to empanel CBC entities for BC Management Services Pan India for existing Locations under OPEX Model along with new locations during the ensuing Financial Years. 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. The commercials/pricing for BC Management Services product/service wise have been finalized by the bank as per best practice prevalent in the Industry, which is subject to revision at the discretion of the Bank.

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.

This Request for Proposal (RFP) seeks to invite 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 / other services as 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 / UTs 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 successful Bidder(s) as CBCs 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 into 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.



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

## 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 gualified 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 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 or even in case of cancellation / withdrawal of this RFP process at any stage.

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.

Pre-Contract Integrity Pact with successful Bidders will be valid from date IP is signed till the completion of contract. Pre-contract Integrity Pact with the unsuccessful bidders will be valid for 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.



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

- ✓ 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., valid for 6 months after the agreement is entered with the successful bidder
- ✓ 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.

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

- 1. Name: Shri Girraj Prasad Gupta, ICAS (Retd.) E-mail- <u>gpgupta1804@gmail.com</u>
- 2. Name: Shri. Arun Kumar Sharma, CA, LLB 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 15<sup>th</sup> August 1907.

Along with 13 other Banks, the Bank was Nationalized on 19<sup>th</sup> July 1969. With effect from 1<sup>st</sup> 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 everchanging 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 Sompo General Insurance Company Ltd. and ASREC (India) Ltd.

Bank has three sponsored Regional Rural Banks (RRBs) viz. Saptagiri Grameena Bank headquartered at Chittor (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 31<sup>st</sup> March 2024, Bank's total Global Business reached Rs.12.22 lakh crores consisting of deposits at Rs.6.88 lakh crore and advances at Rs. 5.34 lakh crores.



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

## SCHEDULE-H

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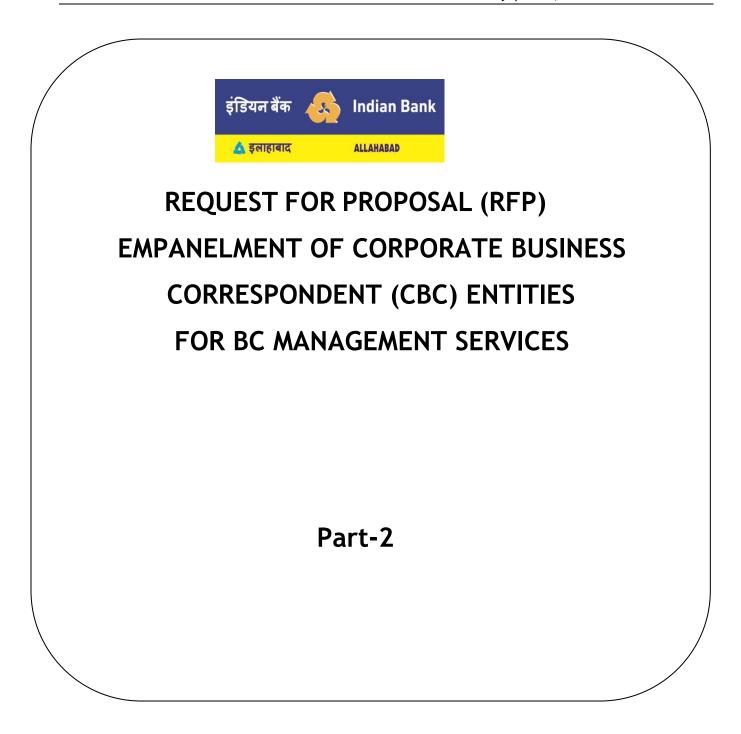
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		Royapettah, Chennai-600014.	
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## SECTION-1

### 1.0. Invitation for Bid :

- 1.1. Indian Bank a Public Sector Bank, headquartered in Chennai has Pan-India network with 22,082 touch points including 5,847 Brick & Mortar Branches, 4937 ATMs/BNAs, 11297 Field Business Correspondents (FBCs) as on 31.03.2024. 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  $\rightarrow$  Zonal Offices  $\rightarrow$  Field General Managers' Offices  $\rightarrow$  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 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 SSAs 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 doorstep 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 by the Bank, 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 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 discretion of the Bank, upon review. 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. Bank at its discretion may cancel this entire RFP process at any time before selection of the CBCs, by giving notice in the Bank's website, without giving any reason for the same.



- 1.17. The empaneled Bidders after selection shall be provided mandates for SSAs / 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.
- 1.18. 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.
- 1.19. Interested bidders may download the complete set of this RFP from our Bank's official website "www.indianbank.in".
- 1.20. 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 SI. No.5 of Schedule-A heading "Important Dates and Information on RFP Submission". The sentence "NOT TO BE OPENED BEFORE ---<br/>bid opening dt & time>---, --- PM" is also to be printed on the envelopes (inner / outer envelopes) containing the bid documents.
- 1.21. 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 ....
  of ....
  total No. of pages>...." (for example "Page No. 21 of 65", for the 21<sup>st</sup> page of the Bid document, if the total no. of pages in the Bid document is 65), neatly ordered/arranged, Spiral Bound and submitted.



- 1.22. 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
- 1.23. 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 may be liable to be rejected at the discretion of bank.
- 1.24. 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.
- 1.25. 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.
- 1.26. 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.
- 1.27. 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 at its discretion may amend / alter any of the terms mentioned in the RFP, before the last date of receipt of bid.

#### 1.28. 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.

1.29. 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 and Certificates issued by the competent authorities to be submitted along with the Bid Documents.



#### 1.30. 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



- 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.



## 1.31. Please note that

- a) The cost of preparing the bid documents, 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.

If related parties (as defined below) submit more than one Bid, then both / all bids submitted by related parties are liable to be rejected at any stage, at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management etc.



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

## **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 or as informed by the Bank in due course. 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/1/2024-25" 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]. 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.



Such Bidders who have not chosen to attend the pre bid meeting, are required remit the cost of Bid Document through online mode (as mentioned under point no. 3 of Schedule-A).

Bidders claiming benefits under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Central Purchase Organization 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 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 Bid Security / EMD (Earnest Money Deposit)refundable of Rs.20,00,000.00 (Rupees Twenty 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 EMD, 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.

Alternately, Bidders may also submit Bid Security-EMD (Earnest Money Deposit) for Rs.20,00,000.00 (Rupees Twenty Lakhs only) in the form of a duly discharged Term Deposit Receipt (TDR) / Fixed Deposit Receipt (FDR) for a period of 21



months, with any branch of Indian Bank, in the name of "Indian Bank Corporate Office Financial Inclusion Department A/c M/s ......<name of the bidder>......, along with a declaration on Non-judicial stamp paper applicable for the place of bank branch, where the TD / FD is placed and duly Notarised, as per format in Annexure – X (a), to be furnished.

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 may be returned after the final bid validity or at the request of the unsuccessful bidder within 30 days, 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) may also be returned after the final bid validity or at the request of the successful bidder within 30 days after the execution of the Agreements with the Bank and furnishing the stipulated performance security to the Bank. 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 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 call only 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) X 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 respectively, their "WTS" would be as under:

Bidder "A" = (40 / 80) x 40 = 20 marks, Bidder "B" = (80 / 80) x 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) X 60

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



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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) x 60 = 52.50 marks Bidder "B" = (80 / 80) x 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) X 40 + (FA / FB) X 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
Α	20	52.50	72.50
В	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.
- 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 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 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. The services of the BCs may also be utilized for providing Banking services in unbanked villages / urban areas as per the guidelines of RBI and GOI issued from time to time.



- 3.6. 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.
- 3.7. 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.
- 3.8. 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.
- 3.9. 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.
- 3.10. 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

Bidders selected as CBCs shall also abide by the same.

3.11. 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. 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.

- 3.12. 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.
- 3.13. 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 FBCs / Bank Mitras / Supervisors / employees / Technical Engineers and integrate with the end-to-end FI solution as per requirements of Bank at FBC/Bank Mitra locations.
- 3.14. 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.
- 3.15. 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.
- 3.16. 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.
- 3.17. 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, wherever applicable, which may be changed at the discretion of the Bank.
- 3.18. 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



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and no commission shall be computed on complete leg of those transactions. Bank's discretion shall be final and binding on CBCs/FBCs.

- 3.19. CBCs are not permitted for Sub-contracting any of the activities related to BC Management Services which is 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.
- 3.20. 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.
- 3.21. 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.
- 3.22. 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, Gol requirement for FI programme / PMJDY as National Mission and guidelines issued from time to time by Bank.
- 3.23. 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.
- 3.24. 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 point 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 11000 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.

- 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 500 metres radius from base Branch, or as decided by the bank, in Metro/Urban/Semi Urban/ Rural areas and as per extant Regulatory guidelines. Similarly, the maximum distance between the CSP and the base branch may be fixed. The distance criteria may be changed as per bank's discretion. 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 and provide services to customers at their door-step, as per the bank's regulations / requirements.
- 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, which the Bidder as CBC shall abide by the same.

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 and any other product / service / scheme, as per Bank's requirement
- ✓ 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.
- 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 scope / 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.

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. All the services (existing and future) as per Bank's FI Solution
- ii. Creating awareness about savings and other products offered by the Bank and Education and advice on managing money & debt counseling amongst the habitats.
- iii. 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.
- iv. Aadhaar Demographic/Biometric authentication/E-KYC/Promotion of Digital Payment Structure etc.
- v. Any other activity/services/products that shall be intimated by bank from time to time.
- vi. Recovery in small and medium NPA accounts, limits as prescribed by the Bank.
- vii. Aadhaar Seeding and RuPay card distribution.

## 3.25. 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



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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 engage Village Level Entrepreneurs (VLEs) as FBCs having established identity, integrity, skills etc., with preference for Women SHG members.
- 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) or as decided by Bank from time to time 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 and above the amounts specified by the Bank from time to time.
- xi. BC has to make his / her own arrangements for the physical cash and required / sufficient balance in their settlement account. Alternately, BC may at his / her discretion make a fixed / term deposit of the fund brought in by them and may avail Overdraft limit against the same. In this case, this Overdraft A/c shall be the settlement account. 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. No unsecured and Non Refundable deposit or any kind of non-refundable money can be taken by the Service Provider (Corporate BC) from BANK MITRAS/BCs.
- 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 CBCs/SPs. Bank also with intimation to CBCs/SPs may arrange for training /sensitization programme for the Bank Mitras.
- xxi. Bidders selected as CBCs/SPs shall ensure that their FBCs/Bank Mitras are to be duly trained and must complete the IIBF certification / course, as per RBI / IBA guidelines.
- xxii. CBCs/SPs shall implement and inform the Bank about the Grievance Redressal Mechanism Structure for Customers
- xxiii. 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.
- xxiv. 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.
- xxv. If any FBC shall take any unauthorsied 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, subcontractors/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 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). 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 co-mingle 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, including the personal details of the employees / BC agents of the CBC, like KYC, Salary / PF details, EPF paid details, etc., whenever required.
- 4.1.9. CBC/ SP shall ensure that the workers employed by them are provided with adequate salary as per Minimum wages Act, Medical and PPF facilities, etc.
- 4.1.10. 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 visit, inspect and access the documents, books, accounts, records 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



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of the records, information etc. in possession of CBC / BF and/or their BC/Bank Mitra.

- 4.1.11. Bidders as CBCs/ SPs agrees for On-Site / Off-Site monitoring and inspection / scrutiny by supervising authority.
- 4.1.12. 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.
- 4.1.13. 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.

4.1.14. 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.

4.1.15. Bank may define minimum target for every service, for the CBCs / BCs. In case, the BCs working under the CBCs fail to achieve the targets, the CBCs shall have to take suitable remedial measures for achieving the targets, including replacement of such non-performing BCs.

4.1.16. Bidders as prospective CBCs/SPs must ensure that they are not owned or controlled by or related to any director or senior officer or staff of the Bank or their relatives as listed below as assigned under Section 2(77) of the Companies Act, 2013 read with Rule No.4 of Companies (Specification of definitions details) Rules, 2014:

Spouse	Member of a Hindu Undivided Family	Father (including step- father)
Mother (including step- mother)	Son (including step-Son)	Son's wife
Daughter	Daughter's Husband	Brother (including step- brother)
Sister (including step- sister)		



## 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 fixed/movable devices any other 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.
- 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, reinstallation 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 thirdparty 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 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 co-mingling 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 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. Due care must be taken by the CBC to maintain confidentiality and integrity of the Bank's data / information.
- 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 terms accepted. Repository of such records will be kept and made available to Bank on demand during periodic audit.

4.3.13. Any update / application / software / hardware, if required to be installed / applied / updated at BC Points for the compliance of regulators / needs of the Bank or for safety / security at their BC points, has to be carried out by the FBC / CBC at their own cost, as per the directions of the Bank from time to time. Bank will not be liable for any reimbursement.

## 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 confidentially 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



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maintained from its employees, agents, representatives, and Sub-Contractors to ensure compliance with confidentiality obligations of CBCs. CBCs shall execute Non-Disclosure Agreement as provided under this RFP and shall be liable for obligations including those under DPDP Act, 2023.

- 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 or due to any other act or deed by CBCs 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. The confidentiality of customers' information should be maintained even after the contract expires or gets terminated.
- 4.4.4. The contract/agreement with Bidder on selection as CBCs shall be on a principalto-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 Facilitators/Bank Mitras.
- 4.4.6. The CBCs shall employ his/her/its/their own workmen for providing services under the agreement executed 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 under the 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 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 for the services rendered by them / their BCs, directly from the Bank's Customers.
- 4.6.5. All expenses, stamp duty and other charges expenses in connection with execution of agreements with the 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 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 / if attendance of BC is less than 20 days in a month, a penalty @ Rs. 50/- per day, subject to maximum Rs.200/- per month, will be charged for each of the CSP/BC Point/Grahak Seva Kendra and deducted from the commission of Bidder as CBC. It is to be noted that this is subject to change, as per the Bank's discretion, which shall be binding on the 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 /



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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 CBC 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 executing 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**.

Alternately, Successful Bidders may also submit Bid Security-EMD (Earnest Money Deposit) for Rs.60,00,000.00 (Rupees Sixty Lakhs only) in the form of a duly discharged Term Deposit Receipt (TDR) / Fixed Deposit Receipt (FDR) for a period of 81 months, with any branch of Indian Bank, in the name of **"Indian Bank Corporate Office Financial Inclusion Department A/c M/s ......<name of the bidder>......,", along with a declaration on Non-judicial stamp paper applicable for the place of bank branch, where the TD / FD is placed and duly Notarised, as per format in <b>Annexure – XI (a)**, to be furnished.

Relaxations if any, extended by GOI/Competent Authorities for furnishing Performance Guarantee shall be 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, within 30 (Thirty) days of the CBC's written demand 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. It is further clarified that such CBCs who fail or refuses to comply with the requirement of signing agreement and providing performance security shall be blacklisted and debarred from future procurements for a period of three years.
- 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 within the timeline specified by the Bank.

Failing to comply with the timelines as specified by the Bank may invite penalty of Rs.2,000/- (Rupees Two Thousand Only) per day from the next day of the specified timeline date. 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.

## 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 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.

- 4.9.2. The Bank shall have a right to terminate the agreement immediately by giving a notice in writing to Bidder as CBC, in the eventualities described as per the Agreement.
- 4.9.3. Bank shall have a right to terminate the agreement immediately by giving a notice in writing to Bidder as CBC, due to any reason viz., not fulfilling the eligibility criteria (if found at any later date), not fulfilling the Terms and Conditions / requirements specified by the Bank / Regulators (Gol, RBI, etc.) from time to time, and / or any non-performance, under performance of the Bidder as CBC. The Performance Security submitted by the Bidder as CBC shall be liable to forfeited by the Bank, which shall not stop the Bank to proceed against the Bidder / CBC legally. Decision of the Bank shall be final and binding on the Bidder / CBC.
- 4.9.4. 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 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.

- 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 made to CBC, 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:
    - i. that there is no co-mingling 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.



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

- 5.1.9 Only one bidder in Group Company having common director / trustee can participate.
- 5.2Bidder 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. The discretion of bank in interpretation of object clause shall be final and binding on Bidder.
- 5.3 Bidder should have at least 3 years of experience as on the date of publication of this RFP. In case of Bidders belonging to 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 / BC Management activities.
- 5.5 The Key promoter / Managing Director (MD) / Chie Executive Officer (CEO) / Technical Head / Operational Head of the Bidder should have at least 2 years of experience in managing Financial Inclusion Solution for a Public Sector Bank /Private sector bank / RRB / Financial Institution.
- 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 / Financial Institution in India, which has minimum 200 outlets **OR** Bidders claiming benefits under MSE / Startups should have experience of successful implementation of BC Management for financial inclusion project.

## 5.7 <u>Net Worth of the Bidder</u>

## A) Bidders not claiming benefits under MSE/Startup:

(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 2021-22, 2022-23 and 2023-24. If Audit has not been completed for the FY 2023-24, Chartered Accountant Certified Provisional Financial Statements shall be submitted by the bidder for the FY 2023-24. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2023-24 is to be submitted by the bidder separately.



For arriving at the Average Net Worth, latest three FYs' Audited Balance Sheets shall be considered and unaudited Chartered Accountant Certified Provisional Financial Statements as on 31.03.2024 (if audit for 2023-24 is not completed) shall be taken for information purpose. If Audit is not completed for FY 2023-24, Audited Financial Statements for the FY 2020-21 shall have to be submitted for arriving at the Average Net Worth, latest three FYs.

(ii) Minimum Net Worth should be Rs.5 Crore or more as on 31.03.2024, as per balance sheet for the FY 2023-24.

(iii) The Annual report for the latest 3 years, to be submitted by Bidder.

(iv) Net Worth of the bidder should not be negative as on 31.03.2022, 31.03.2023 & 31.03.2024 and should not have eroded by more than 30% in the FY 2021-22, FY 2022-23 & FY 2023-24.

#### B) Bidders claiming benefits under MSE/Startup:

(i) The Net Worth of the Bidder should be positive for the previous two financial years, as per Audited Financial Statements for the FY 2022-23 & FY 2023-24. If Audit has not been completed for the FY 2023-24, Chartered Accountant Certified Provisional Financial Statements shall be submitted by the bidder for the FY 2023-24. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2023-24 is to be submitted by the bidder separately.

For arriving at the Average Net Worth, latest two FYs' Audited Balance Sheets shall be considered and unaudited Chartered Accountant Certified Provisional Financial Statements as on 31.03.2024 (if audit for 2023-24 is not completed) shall be taken for information purpose. If Audit is not completed for FY 2023-24, Audited Financial Statements for the FY 2021-22 shall have to be submitted for arriving at the Average Net Worth, latest two FYs.

(ii) The Annual report for the latest 2 years, to be submitted by Bidder

(iii) Minimum Net Worth should be Rs.1 Crore or more as on 31.03.2024, as per balance sheet for the FY 2023-24.

(iv) Net Worth of the bidder should not be negative as on 31.03.2022, 31.03.2023 & 31.03.2024 and should not have eroded by more than 30% in the last three years, viz., FY 2021-22, FY 2022-23 & FY 2023-24.

Bank shall compute Net Worth of the entity as per prevalent practice. The computation



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

of net worth methodology is entirely at the discretion of Bank and Bank's decision in this regard shall be binding to all Bidders.

#### 5.8 Average Annual Business Turnover

#### A) Bidders not claiming benefits under MSE/Startup:

(i) The Bidder should have an Average Annual Business Turnover of Rs.10.00 crore or more, during the previous three Financial Years. Bidders shall submit the Audited Balance Sheets for the previous three financial years, i.e. FY 2021-22, FY 2022-23 and FY 2023-24. If Audit has not been completed for the FY 2023-24, Chartered Accountant Certified Provisional Financial Statements shall be submitted by the bidder for the FY 2023-24. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2023-24 is to be submitted by the bidder separately.

For arriving at the Average Annual Business Turnover during the previous three Financial Years, latest three FYs' Audited Balance Sheets shall be considered and unaudited Chartered Accountant Certified Provisional Financial Statements as on 31.03.2024 (if audit for 2023-24 is not completed) shall be taken for information purpose. If Audit is not completed for FY 2023-24, Audited Financial Statements for the FY 2020-21 shall have to be submitted for arriving at the Average Annual Business Turnover during the previous three Financial Years.

#### B) Bidders claiming benefits under MSE/Startup:

Bidders claiming benefits under MSE / Startups should have an Average Annual Business Turnover of Rs.2.00 Crore or more during the previous two Financial Years. They shall submit the Audited Balance Sheets for the previous two financial years i.e. FY 2022-23 and FY 2023-24. If Audit has not been completed for the FY 2023-24, Chartered Accountant Certified Provisional Financial Statements shall be submitted by the bidder for the FY 2023-24. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2023-24 is to be submitted by the bidder separately.

For arriving at the Average Annual Business Turnover during the previous two Financial Years, latest two FYs' Audited Balance Sheets shall be considered and unaudited Chartered Accountant Certified Provisional Financial Statements as on 31.03.2024 (if audit for 2023-24 is not completed) shall be taken for information purpose. If Audit is not completed for FY 2023-24, Audited Financial Statements for the FY 2021-22 shall have to be submitted for arriving at the Average Annual Business Turnover during the previous two Financial Years.



- 5.9 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/ Financial Institution, 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.
- 5.10 The services of the Bidder should not have been discontinued by any Bank / Financial Institution 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.
- 5.11 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.
- 5.12 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.
- 5.13 A) Bidder should have a team of minimum 5 (five) certified, experienced engineers working dedicatedly on FI technology solutions.

B) Bidders claiming benefits under MSE / Startups should have a team of minimum 1 (one) certified, experienced engineers working dedicatedly on FI technology solutions.

These Engineers shall be capable of handling any technical issues that may be faced by the bidder as CBC and all their BCs / Bank Mitras, across the Country for Indian Bank.

5.14 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 / submit the necessary documentary evidence, declarations, etc. as mentioned in Annexure - VII along with the Bid Documents, shall not be considered for 2<sup>nd</sup> stage Evaluation.



#### SECTION-6

#### 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
  - b) Variable Components
  - c) Enrolment Commission in SSS Schemes and Other Business Canvassed by FBCs
- 6.2Bidders, 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. Presently, the ratio of sharing commission with FBCs and CBCs shall be 80:20 (as applicable). 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 1st of every month to last day of the 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.



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

Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

- 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, upto the limits as mentioned by the Bank from time to time. 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 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:

The illustrative Remuneration / commission structure shall be inclusive of all taxes & charges other than GST.

		Illustrative Remuneration Structure for CBC/ BC			
S.N.	PARTICULARS/ SERVICES	Proposed Remuneration Structure			
	Sharing Pattern Between BC & CBC		80:20 (** OAP no share for CBCs)		
1	FIXED REMUNERATION FOR BCS	TION FOR BCS Fixed Component of Pay with following conditions			
		Duration	Region of Operation	Minimum Enrollment and Transaction	
		Rs.5000/-pm for 1st six months of operation	LWE/	PMJDY = 2; PMJJBY= 2; PMSBY= 5; APY = 1; Total=10 or 15 enrollment covering any schemes Or 125 Financial Transactions	
			Other Areas	PMJDY = 3; PMJJBY= 4; PMSBY= 10; APY = 1; Total=18 or 25 enrollment covering any schemes Or 250 Financial Transactions	
		If BC fails to do r	minimum ei	nrollments or transactions, fixed pay shall be payable on pro-rata basis	
		Rs.2500/-pm after six months of operation	Hilly/ LWE/ Uncovered Villages/ far flung areas	PMJDY = 3; PMJJBY= 4; PMSBY= 10; APY = 1; Total=18 or 25 enrollment covering any schemes Or 250 Financial Transactions	



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			Other Areas	PMJDY = 6; PMJJBY= 7; PMSBY= 20; APY = 2; Total=35 or 50 enrollmen covering any schemes Or 500 Financial Transactions		
		If BC fails to do minimum enrollments or transactions, fixed pay shall be payable on pro-rata bas				
				ndance of BC is less than 20 days in a month. Penalty shall be Rs.50/- p .200/- per month.		
		<ul> <li>Fixed component is the minimum remuneration to be paid to BCs, subject to minimum enrolment transaction as specified by the Bank.</li> <li>a) First 6 months of operations: Fixed pay is Rs. 5000/- subject to minimum enrolment/ transaction, as informed.</li> </ul>				
			After 6 months of Variable Pay Up to Rs.25000/-	of operations: as under: Fixed Pay/Incentive Rs.2500/- or less subject to the condition that fixed amount to be reduced in such a manner that the total of fixed		
				amount and variable amount does not exceed Rs.25000/-		
2	NEW SB ACCOUNT ENROLLMENT	Rs. 20 per	Account			
3	NEW RD ACCOUNT	Rs. 10/- fo	r 100<=RD \	/alue <= 500		
	ENROLLMENT	Rs. 15/- fo	r 500 <rd td="" va<=""><td>lue &lt;= 5,000</td></rd>	lue <= 5,000		
		Rs. 20/- fo	r 5,000 <rd \<="" td=""><td>/alue &lt;=10,000</td></rd>	/alue <=10,000		
		Rs. 30/- fo	r RD value 2	RD value > 10,000		
		no remune	Period >= 12 mo eration will be pa	nths; If RD closed prematurley within 12 months and new is opened,		
4	NEW FD ACCOUNT ENROLLMENT	no remune opening o Rs. 10/- fo Rs. 25/- fo Minimum	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened		
4	NEW FD ACCOUNT ENROLLMENT	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened		
4	NEW FD ACCOUNT ENROLLMENT	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of		
		no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of		
5	PMSBY COMMISSION TO BCs	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o Rs. 1/- (As Only for Fi enrollmen	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of es)		
5	PMSBY COMMISSION TO BCs	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o Rs.1/- (As Only for Fi enrollmen during	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of es) Commission amount (As per DFS guidelines)		
5	PMSBY COMMISSION TO BCs	no remune opening o Rs. 10/- fo Rs. 25/- fo Minimum no remune opening o Rs.1/- (As Only for Fi enrollmen during Q1(Jun-Au	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t g)	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of es) Commission amount (As per DFS guidelines) Rs.30.00		
5	PMSBY COMMISSION TO BCs	no remune opening o Rs. 10/- fo Rs. 25/- fo Minimum no remune opening o Rs.1/- (As Only for Fi enrollmen during Q1(Jun-Au Q2(Sep-No	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t g) b)	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of commission amount (As per DFS guidelines) Rs.30.00 Rs.22.50		
5	PMSBY COMMISSION TO BCs	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o Rs.1/- (As Only for Fi enrollmen during Q1(Jun-Au Q2(Sep-No Q3(Dec-Fe Q4(Mar-M	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t g) b)	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of ess) Commission amount (As per DFS guidelines) Rs.30.00 Rs.22.50 Rs.15.00 Rs.7.50		
5	PMSBY COMMISSION TO BCs	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o Rs.1/- (As Only for Fi enrollmen during Q1(Jun-Au Q2(Sep-No Q3(Dec-Fe Q4(Mar-M	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t g) b) b) lay)	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of ess) Commission amount (As per DFS guidelines) Rs.30.00 Rs.22.50 Rs.15.00 Rs.7.50		
5	PMSBY COMMISSION TO BCs PMJJBY COMMISSION TO BCs	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o Rs.1/- (As Only for Fi enrollmen during Q1(Jun-Au Q2(Sep-No Q3(Dec-Fe Q4(Mar-M ## No Con Rs. 56/- pe	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t g) b) b) lay)	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of ess) Commission amount (As per DFS guidelines) Rs.30.00 Rs.22.50 Rs.15.00 Rs.7.50		
5	PMSBY COMMISSION TO BCs PMJJBY COMMISSION TO BCs	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o Rs.1/- (As Only for Fi enrollmen during Q1(Jun-Au Q2(Sep-No Q3(Dec-Fe Q4(Mar-M Rs. 56/- pe Rs.25/-for	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t g) b) b) lay) amission on Rene	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of Commission amount (As per DFS guidelines) Rs.30.00 Rs.22.50 Rs.15.00 Rs.7.50		
5	PMSBY COMMISSION TO BCs PMJJBY COMMISSION TO BCs	no remund opening o Rs. 10/- fo Rs. 25/- fo Minimum no remund opening o Rs.1/- (As Only for Fi enrollmen during Q1(Jun-Au Q2(Sep-No Q3(Dec-Fe Q4(Mar-M Rs. 56/- pe Rs.25/-for	Period >= 12 mo eration will be pa f closed RD. r 1000<= FDF r FDR Value Period >= 12 mo eration will be pa f closed FDR. per DFS guideling resh t g) b) b) b) b) havion on Render er APY 2 years on persis r next 3 years	nths; If RD closed prematurley within 12 months and new is opened, aid for new RD opened within the period of one year from the date of Value <= 10000 >10000 nths; If FDR closed prematurley within 12 months and new is opened aid for new FDR opened within the period of one year from the date of Commission amount (As per DFS guidelines) Rs.30.00 Rs.22.50 Rs.15.00 Rs.7.50		



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				Reparenting energial events
	(WITHOUT BIOMETRIC) INCLUDING SHG, BASED ON	12.50 Lakh		
	TOTAL VALUE OF TRANSACTION PER MONTH/ PAYMENT CYCLE	> 12.50 lakh up to 50 lakh	0.20%	0.30%
	(WITHOUT ANY UPPER CAP)	> 50 lakh	0.10%	0.20%
		## Commission s	labs to be in	plemented like of IT-slabs.
		be paid in case	of round tr	rent logic to control round tripping of transaction. No remuneration will ipping transactions which may happen same day or T + 1 deposit/ nt or +/- 5% tolerance limit across any channel.
9	AEPS ONUS CASH WITHDRAWAL TRANSACTIONS	Value of txns	Rate : for Other Areas	Rate : for Hilly/ LWE/ Uncovered Villages/ far flung areas
	(CARD BASED DEPOSIT/ THIRD PARTY DEPOSIT (WITHOUT BIOMETRIC)	Upto Rs. 12.50 Lakh	0.40%	0.50%
	INCLUDING SHG BASED ON TOTAL VALUE OF TRANSACTION PER MONTH/ PAYMENT	> 12.50 lakh up to 50 lakh	0.20%	0.30%
	CYCLE (WITHOUT ANY UPPER CAP)	> 50 lakh	0.10%	0.20%
		## Commission slabs to be implemented like of IT-slabs.		
		will be paid in ca	se of round	rent logic to control round tripping of transaction. No remuneration tripping transactions which may happen same day or T + 1 deposit/ nt or +/- 5% tolerance limit across any channel.
10	(AEPS OFFUS) CASH DEPOSIT TRANSACTIONS INCLUDING SHG		tion amount	up to Max Rs. 10/- per transaction
11	(AEPS OFFUS) CASH WITHDRAWAL TRANSACTIONS INCLUDING SHG	0.50% of transaction amount up to Max Rs. 10/- per transaction		
12	FUND TRANSFER THOUGH AEPS/ CARD			on amount, minimum Rs1/- and Maximum Rs.10/- per transaction
13	OLD AGE PENSION (OAP	) Rs. 10/- per OAP	(No share fo	action, Minimum Rs1/- and Maximum Rs.10/- per transaction or CBC) (Reimbursed by TN State Govt.)
14	DISBURSEMENT BALANCE ENQUIRY ON US/ OFF US	(Applicable for TAMILNADU Only) No Charge. No Limit		
4 -	(AEPS/ CARD BASED)			No Charge No Linit
15	MINI STATEMENT	No Charge. No Limit		



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16	PASSBOOK PRINTING	Rs. 5/- per customer/ per Month		
17	INCENTIVE ON RETENTION OF	UptoRs.25 Lakh	NIL	
	DEPOSITS	>Rs.25Lakh	0.50% per annum	
	IN SB/ RD ACCOUNTS		Following Conditions shall be applied	
		<ol> <li>Aggregate average Balance in all <b>operative</b> SB &amp; RD Accounts opened during <b>last 5 Years.</b> For Example if we are paying the remuneartion for the month of February 2024, Accounts opened from Mar 2019 to Feb 2024 shall be taken into consideration for arriving the Total Avg Balances.</li> </ol>		
	Rs.2.50 Lakh shall be recko	ount has average balance greater than 2.50 Lakh then balance of only ned (for that account) , for arriving at the Total average balance of SB accounts for calculation of incentive for BC.		

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 and their BC/Bank Mitras.



#### 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 this .......day of.....,2024 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 Shanmugham 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
- 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/1/2024-25 dated 24.07.2024, subject to changes to be incorporated from time to time, at the discretion of the Bank).

NOW THEREFORE this agreement withnesseth 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:

# <u> PART 'A'</u>

- 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.

## <u> PART 'B'</u>

- a) Disbursal of Small Value Credits Strictly as per instructions of the Bank.
- b) Canvasing of General Credit Card (GCC), Kisan Credit card (KCC) loans
- c) Canvasing of Mudra Loans, Jewel Loans and Over Draft under PMJDY Schemes
- d) Recovery of principal / interest from the borrowers and prompt deposit of the same with the Bank.
- e) Collection of small value deposits & prompt deposit of the same with the Bank.
- f) Sale of Micro insurance / mutual fund / pension and other third-party products as may be decided by the Bank.
- g) Receipt & delivery of small value remittances / other payment instruments.
- h) Any other service as may be advised by the Bank in writing to the CBC / BF.



- i) 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.
- j) The services of the BCs may also be utilized for providing Banking services in banked / unbanked villages / urban areas as per the guidelines of RBI and GOI issued from time to time

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 / will be trained to perform the CBC's/ BF's /BC's/ Bank Mitra's obligations under this agreement and also as specified by the Bank / Regulating authorities from time to time, 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.

## **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.
- 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 for the Bank, including the personal details of the employees / BC agents of the CBC, like KYC, Salary / PF details, etc.
- 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



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

Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

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 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 Bidder as CBC/ BF appreciates and fully understands that the services of its employees are not exclusive to the Bank and that it will stipulate the freedom and nonexclusivity 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, nonexploitative 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.

- 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 confidentially of all the information and records, accounts in respect of the outsourced services in the same manner & 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. CBC/ BF /BC/ Bank Mitra shall comply to the extant legal provisions in this regard including of DPDP Act, 2023.

- 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. The confidentiality of customers' information should be maintained even after the contract expires or gets terminated.

# 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 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 and shall share with the Bank, whenever required.
- 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 with Bank, for any defective services or inability to provide the service for any reason or 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 / if attendance of BC is less than 20 days in a month, a penalty @ Rs. 50/- per day, subject to maximum Rs.200/- per month, will be charged for each of the CSP/BC Point/Grahak Seva Kendra and deducted from the commission of Bidder as CBC. It is to be noted that this is subject to change, as per the Bank's discretion, which shall be binding on the CBC

## **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 transactions committed (including those committed by any of its employees, agents, representatives and/or sub-contractors) in the performance of the Services under this



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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.

Alternately, Successful Bidders may also submit Bid Security-EMD (Earnest Money Deposit) for Rs.60,00,000.00 (Rupees Sixty Lakhs only) in the form of a duly discharged Term Deposit Receipt (TDR) / Fixed Deposit Receipt (FDR) for a period of 81 months, with any branch of Indian Bank, in the name of "Indian Bank Corporate Office Financial Inclusion Department A/c M/s ......<name of the bidder>......", along with a declaration on Non-judicial stamp paper applicable for the place of bank branch, where the TD / FD is placed and duly Notarised, as per format in Annexure – XI (a), to be furnished.

## 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.

- 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.
- f) Bank shall have a right to terminate the agreement immediately by giving a notice in writing to CBC, without giving any reason, if they are not fulfilling the eligibility criteria (if found at any later date), not fulfilling the Terms and Conditions / requirements specified by the Bank / Regulators (Gol, RBI, etc.) from time to time, and / or any non-performance, under performance of the Bidder as CBC. The Performance Security submitted by the Bidder as CBC may be liable to forfeited by the Bank. Further, Bank may proceed against the Bidder / CBC legally also. Decision of the Bank shall be final and binding on the Bidder / CBC.
- (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.
- 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/ 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 nonperforming 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.



#### 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 of 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.



- 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.
- I) 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.
- n) Other terms and conditions contained in RFP and not specifically included herein shall be deemed to be binding on the parties.

# 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.



- 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
- I) 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 will be provided as annexure to the agreement, at the time of executing the same

Standard Operating Procedure (SOP) for Business Correspondents, Technology Service, its Requirements, remuneration structure, Do's and Don'ts for Bank Mitras, General guidelines for BC / Bank Mitra onboarding & functioning shall be shared with the successful bidders at the time of execution of agreements.



#### Section-8

## 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	Submitted (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.	<ul> <li>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.</li> <li>b) Please also provide copy of the DD along with a covering letter on the entity's letter head.</li> </ul>		



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4 (a).	Original EMD-Bid Security - Refundable of Rs.20,00,000/- (Rupees Twenty Lakhs only) in the form of a Bank guarantee (BG) from a 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.		
	Alternately, Bidders may also submit Bid Security-EMD (Earnest Money Deposit) for Rs.20,00,000.00 (Rupees Twenty Lakhs only) in the form of a duly discharged Term Deposit Receipt (TDR) / Fixed Deposit Receipt (FDR) for a period of 21 months, with any branch of Indian Bank, in the name of <b>"Indian Bank Corporate Office Financial Inclusion Department A/c M/s</b> <b><name bidder="" of="" the=""></name></b> ", along with a declaration on Non-judicial stamp paper applicable for the place of bank branch, where the TD / FD is placed and duly Notarised, as per format in <b>Annexure – X (a),</b> to be furnished.		
4 (b).	Please also provide copy of the EMD BG along with a covering letter on the entity's letter head.		
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 Annexures' as mentioned below		
9.	Self-Attested Copy of Memorandum & Article of Association/Certificate of Incorporation/Trust		



\_\_\_\_

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

Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

	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 FYs 2020-21, 2021-22, 2022-23 & 2023-24	
12.	Annual Reports for FYs 2020-21, 2021-22, 2022- 23 & 2023-24	
13.	If Audit has not been completed for the FY 2023- 24, Chartered Accountant Certified Financial Statements shall be submitted for FY 2023-24. <u>Note:</u> It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2023-24 is to be submitted by the bidder separately.	
14.	Proof of Past Experience- Self-Attested Copy of Work Order / Agreement executed with PSBs / Private Banks / Scheduled Commercial Banks / RRBs along with a Brief write up about Project Experience as per RFP	
15.	Acceptance of Model Agreement signed copy as per format in Section-7	
16.	Acceptance of Commercials signed copy as per Section-6	



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# 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.	Letter for Bid Security (EMD) as Term Deposit	Annexure – X (a)		
13.	Performance Security Format	Annexure – XI		
14.	Letter for Performance Security as Term Deposit	Annexure – XI (a)		
15.	BG Confirmation Letter	Annexure – XII		
16.	BG Renewal/Extension Letter	Annexure – XIII		
17.	BG Invocation/ Encashment Letter	Annexure – XIV		
18.	Pre-Contract Integrity Pact	Annexure – XV		
19.	Non-Disclosure Agreement	Annexure - XVI		
20.	Letter from Public / Private Sector Bank / RRB	Annexure - XVII		



		Noyapettai	
21.	Declaration for availing benefits under MSE / Startups	Annexure - XVIII	
22.	Declaration on Procurement from a Bidder of a Country which shares a land border with India	Annexure - XIX	
23.	Declaration on relevant Object Clause in MOA / AOA / Bye-Law / Deed, on BC Management Activity	Annexure - XX	
24.	Declaration on Key Promoter / MD / CEO / Technical Head / Operational Head Of The Organisation	Annexure-XXI	
25.	Undertaking by the Bidder - Not Discontinued	Annexure- XXII	
26.	Undertaking by the Bidder - Due Diligence Norms	Annexure-XXIII	
27.	Undertaking by the Bidder - Non Defaulter to any Financial Institution	Annexure-XXIV	
28.	Undertaking by the Bidder – At least 1 Supervisor for every 40 FBCs	Annexure-XXV	
29.	Declaration on Team of Certified Engineers	Annexure - XXVI	

# **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**

SI. 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	Effective dateName the entityRegistered with name the Competent AuthorityPg.No.in the document	
6.	Business Address (es)	Registered Address: Corporate Address:	
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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Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

· · · · · · · · · · · · · · · · · · ·		Royapettah, Chennai-600014.				
	qualification, experience, performance in the entity, etc., to be attached)	Office Address: 2				
8. 9.	Authorised Signatory for this Bid/RFP (to be supported by Board Resolution as per Annexure – III & III (a)) Single Point of Contact (SPOC) for this RFP process	Name : Designation: Mobile No. & Land-Line Office Nos. E-Mail: Office Address: Name : Designation: Mobile No. & Land-Line Office Nos. E-Mail: Office Address:				
10.	List of Empaneled Banks for which BC Management Services are being presently rendered (Copy of Agreements to be given)					
11.	No. of BCs/Bank Mitras engaged – Bank Wise (Bank Wise Details to be supported by respective Bank's Certificate as per <b>Annexure - XVII</b> )	Sno. 1 2 3	Name of the Bank	Engaged in BC Management since date (dd/mm/yyyy)	No. of Active BCs as on 30.06.2024	
		Total:				



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12.	No. of BCs/Bank Mitras		r				
	engaged in Banks – State Wise	Sno.	Nar Sta	ne of tes/UTs	the		Active BCs 30.06.2023
	(Bank Wise Details to be supported by respective Bank's Certificate)	1					
		2					
		3					
					-	Fotal:	
		<u>(Total in</u>	<u>19 ar</u>	nd 10 must ta	lly)		
13.	List of States/UTs Interested						
	(Min of 5 State/UTs should be mentioned)	Sno.	Name of the States/UTs				
		1					
		2					
		3					
14.	Status of MSME as per valid Udyog Aadhaar Certificate / Udyam Registration Certificate (if applicable, viz.,	2021-22		2022-23	20	23-24	
	Micro, Small, Medium, etc.)						
15.	Brief Details of Financials						
	Year/	2020-2		2021-22	2022-23	2023-24	
	Particulars	(Audite	ed)	) (Audited)		udited)	(Audited / CA certified)
	Net Worth (amt in Rs. Crores)						



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Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

	Turnover (amt in Rs. Crores)
	Net Profit/Loss
	PI provide Audited Financial Statement for the year 2020-21, 2021-2022, 2022-23 & 2023-24; if Audit is not completed for year 2023-24, CA certified Provisional Financial Statement for the year 2023-24.
15	<ul> <li>a) No. of employees payroll as on the date of the publication of the RFP:</li> <li>b) Out of (a), number of employees dedicated for looking into operations relating to Financial Inclusion :</li> </ul>

Place:

Date:

Signature:

Seal of Organization/Entity



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

## <u>ANNEXURE – II</u>

# **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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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 or Term Deposit with Indian Bank, for a sum of **Rs.60,00,000 (Rupees Sixty lakhs only),** as per the terms of the RFP, 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.



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

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 this ..... 2024

Signature

.....

(In the Capacity of) Duly authorised to sign bid for and on behalf of (Name & Address of Bidder)



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#### ANNEXURE - III

## <u>LETTER OF AUTHORITY WITH BOARD RESOLUTION</u> (Copy of Board Resolution to be Submitted)

Date:

The Assistant General Manager-FI,

Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

Indian Bank, Corporate Office,

Financial Inclusion Department, Post Box No.:5555, 254-260,

Avvai Shanmugam Salai, Chennai- 600014

Sub: Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

- 1. We \_\_\_\_\_\_ (Name of the Entity) have submitted our bid for participating in Bank's RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024 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 Person Authorised by the Board\_\_\_\_\_

Designation\_\_\_\_\_

Signature of Person Authorised by the Board \_\_\_\_\_

Signature of the Person Authorised by the Board Verified & attested by Competent Authority Signature of Competent Authority with Organization Seal\_\_\_\_\_



### ANNEXURE – III(a)

# Specimen of Board Resolution

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/1/2024-25 dated 24.07.2024) 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 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

- 1. Shall submit Bid and participate in the said RFP process floated by Indian Bank
- 2. Do hereby 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. Shall 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



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

Dated .....20......

Place: .....

(Signature of the Person Authorised by the Board to sign the Bid / RFP Documents) Name:

Designation

Signature Attested

# Signature of Chairman with Seal of the firm/entity



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

### ANNEXURE - IV

### UNDERTAKING BY THE BIDDER-NOT BLACKLISTED

(on Non-Judicial Stamp Paper, as applicable for the State, 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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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)/ IBA/ RBI/ NABARD /NPCI/ UIDAI/ IDBRT/ Financial Institution, etc./Any Other Agency.

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 of ......20 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.

Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

Dear Sir

Sub: Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: Your RFP Ref. No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

We \_\_\_\_\_\_(name of the entity) hereby confirm that all the Resources (both on-site and off-site) deployed / to be deployed on Bank's project relating to RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024, 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 of ......20 Place:



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

#### 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: Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Having examined the RFP Ref No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024 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.

2. We hereby confirm that we have gone through all the pages of this RFP document and understood the contents mentioned therein and hereby give our consent to comply with all the terms of this RFP in complete. We hereby confirm that we are eligible to submit our bid under this RFP and are agreeable for all the terms and conditions of the RFP. We understand that if on any later date it was found that we are not eligible for applying / selection, Bank has full rights to reject our bid / cancel our selection, without assigning any reason.

3. We hereby confirm that all the documents submitted by us to the Bank / executed by us with the Bank are as per the bank's format only and the contents are not changed / altered, unless specifically required by the Bank.

4. We hereby confirm that we are not owned or controlled by or related to any director or senior officer or staff of the Bank or their relatives as listed below as assigned under Section 2(77) of the Companies Act, 2013 read with Rule No.4 of Companies (Specification of definitions details) Rules, 2014:

Spouse	Member of a Hindu Undivided Family	Father (including step-father)
Mother (including step- mother)	Son (including step-Son)	Son's wife
Daughter	Daughter's Husband	Brother (including step-brother)
Sister (including step- sister)		



5. In respect of this RFP, we abide by the below mentioned terms of the Bank and confirm that this bid document is in conformity to the same

- Consortium members shall not be allowed to participate.
- Only one bidder in Group Company having common director / trustee can participate.

6. If our Bid for the above job is accepted and we are 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.

7. If our bid is accepted and we are 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), any other documents, 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.

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

9. 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.

10. 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)



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

### ANNEXURE -VII

# **PRE-QUALIFICATION ELIGIBILITY CRITERIA & COMPLIANCE**

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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

Anent the above, we confirm as mentioned below and completely accept and comply with the Eligibility Criteria, as mentioned in the referred RFP:



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

_	Royapettah, Chennai-600014.			
SI. No.		Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
	<ul> <li>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:</li> <li>NGOS/MFIs set up under Societies/Trust Acts and/or Section 25 Companies: or</li> <li>Co-operative Societies registered under Mutually aided Co-operative Societies Acts of States/Multi State Co-operative Societies Acts of States/Multi State Co-operative Societies Acts of States/Multi State Co-operative Societies Act; or</li> <li>Post Offices; or</li> <li>Post Offices; or</li> <li>Companies registered under the Indian Companies Act, 1956/2013 with large and widespread retail outlets, excluding Non-Banking Financial Companies (NBFCs); or</li> <li>Non-Deposit taking NBFCs (NBFCs-ND) subject to compliance of RBI guidelines:- (Mentioned at Clause 5.1.6 (i to iii) of Section-5 of this RFP; or</li> <li>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.</li> <li>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.</li> </ul>		<ul> <li>✓ Copy of Certificate of Incorporation and Certificate of Business in case of Public Limited Company or</li> <li>✓ Certificate of Incorporation in case of Private Ltd. Company, issued by Registrar of Companies or</li> <li>✓ Trust/Society Deed, Registration Certificate, By-Law And/or</li> <li>✓ Any other relevant documents deemed fit for a legal entity Proof</li> <li>Audited Financial Statement/Annual Report for last three years.</li> </ul>	



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

			Royapettan, Chennai-600014.	
SI. 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 on 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 <b>Annexure - XX</b> , along with the Bid Documents.	
3.	Bidder should have at least 3 years of experience as on the date of publication of this RFP. In case of Bidders belonging to 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 / Letter from Public / Private Sector Bank / RRB, signed by Authorised signatory of the Bank, as per Annexure-XVII.	



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	Royapettah, Chennai-600014.			
SI. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
4.	The Bidder should have been engaged in Customer Service Outlets and BC Management activities		The Bidder shall submit on 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 <b>Annexure – XX</b> <b>and XVII</b> (i.e.,experience letter from Banks) along with the Bid Documents.	
5.	The Key promoter / MD / CEO / Technical Head / Operational Head of the Bidder should have at least 2 years of experience in managing Financial Inclusion Solution for a Public Sector Bank /Private sector bank / RRB.		An undertaking to this effect, as per <b>Annexure</b> <b>– XXI</b> , in letter head of the entity shall be submitted along with the Bid Documents.	
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 / Financial Institution in India, which has minimum 200 outlets. Bidders claiming benefits under MSE / Startups should have experience of successful implementation of BC Management for financial inclusion project.		Documentary Proof. Viz., Agreement, appointment and certificate/ Letter from Public / Private Sector Bank / RRB as per <b>Annexure - XVII</b> on the Bank's letter head	



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

SI. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
7. a)	<ul> <li>(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 2021-22, 2022-23 and 2023-24. If Audit has not been completed for the FY 2023-24, Chartered Accountant Certified Provisional Financial Statements shall be submitted by the bidder for the FY 2023-24.</li> <li>(ii) Minimum Net Worth should be Rs.5 Crore or more as on 31.03.2024, as per balance sheet for the FY 2023-24.</li> <li>(iii) Net Worth of the bidder should not be negative as on 31.03.2022, 31.03.2023 &amp; 31.03.2024 and should not have eroded by more than 30% in the FY 2021-22, FY 2022-23 &amp; FY 2023-24.</li> </ul>		<ul> <li>(i) Audited Financial Statements for the FY 2021-22, 2022-23 and 2023-24. If Audit has not been completed for the FY 2023-24, Chartered Accountant Certified Provisional Financial Statements shall be submitted by the bidder. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2023-24 is to be submitted by the bidder separately.</li> <li>For arriving at the Average Net Worth, latest three FYs' Audited Balance Sheets shall be considered and unaudited Chartered Accountant Certified Provisional Financial Statements as on 31.03.2024 (if audit for 2023-24 is not completed) shall be taken for information purpose. If Audit is not completed for FY 2023-24, Audited Financial Statements for the FY 2020-21 shall have to be submitted for arriving at the Average Net Worth, latest three FYs.</li> <li>(ii) The Annual report for the latest 3 years, to be</li> </ul>	
			submitted by Bidder	



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

SI. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
7. b)	<ul> <li>(i) The Net Worth of the Bidder should be positive for the previous two financial years, as per Audited Financial Statements for the FY 2022-23 &amp; FY 2023-24. If Audit has not been completed for the FY 2023-24, Chartered Accountant Certified Provisional Financial Statements shall be submitted by the bidder for the FY 2023-24.</li> <li>(ii) Minimum Net Worth should be Rs.1 Crore or more as on 31.03.2024, as per balance sheet for the FY 2023-24.</li> <li>(iii) Net Worth of the bidder should not be negative as on 31.03.2022, 31.03.2023 &amp; 31.03.2024 and should not have eroded by more than 30% in the last three years, viz., FY 2021-22, FY 2022-23 &amp; FY 2023-24.</li> </ul>		<ul> <li>(i) Audited Financial Statements for the FY 2022-23 &amp; FY 2023-24. If Audit has not been completed for the FY 2023-24, Chartered Accountant Certified Provisional Financial Statements shall be submitted by the bidder for the FY 2023-24. It is to be noted that immediately after completion of the Audit, self-attested Audited Financial Statements for the FY 2023-24 is to be submitted by the bidder separately.</li> <li>For arriving at the Average Net Worth, latest two FYs' Audited Balance Sheets shall be considered and unaudited Chartered Accountant Certified Provisional Financial Statements as on 31.03.2024 (if audit for 2023-24 is not completed) shall be taken for information purpose. If Audit is not completed for FY 2023-24, Audited Financial Statements for the FY 2021-22 shall have to be submitted for arriving at the Average Net Worth, latest two FYs.</li> <li>(ii) The Annual report for the latest 2 years, to be submitted by Bidder.</li> </ul>	



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

	Royapettah, Chennai-600014.			
SI. No.	Criteria	Compliance (Yes/No)	Document(s) Required	Pg. No. on the Bid Document
8. a)	The Bidder should have an Average Annual Business Turnover of Rs.10.00 crore or more, during the previous three Financial Years.		Documents as detailed for Point No. 7 (a), as above	
8. b)	Bidders claiming benefits under MSE / Startups should have an Average Annual Business Turnover of Rs.2.00 Crore or more during the previous two Financial Years.		Documents as detailed for Point No. 7 (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/ Financial Institution, etc.		The Bidder should submit a declaration as per <b>Annexure - IV</b> signed by the authorized signatory and should be notarized in this regard on Non-Judicial Stamp Paper as applicable for their State	
10.	The services of Bidder should not have been discontinued by any Bank / financial institution, on account of non- performance /poor performance in last 3 financial years.		The Bidder should submit a declaration as per <b>Annexure - XXII</b> signed by the authorized signatory and should be notarized in this regard on Non-Judicial Stamp Paper as applicable for their State.	



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

			Royapettan, Chennal-600014.	
SI. 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 <b>Annexure - XXIII</b> signed by the authorized signatory and should be notarized in this regard on Non-Judicial Stamp Paper, as applicable for their state.	
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 <b>Annexure – XXIV</b> and duly Notarised	



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

	Royapettah, Chennai-600014.			
SI. 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 5 (five) certified, experienced engineers working dedicatedly on FI technology solutions. Bidders claiming benefits under MSE / Startups should have a team of minimum 1 (one) certified, experienced engineer working dedicatedly on FI technology solutions. Such engineers shall be are capable of handling any technical issues that may be faced by the us as CBC and all our BCs / Bank Mitras, across the Country for Indian Bank.		An undertaking to this effect to be submitted as per <b>Annexure – XXVI</b> .	
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 or as decided by Bank from time to time for implementation of FI programme of the Bank and shall be accountable for all the acts and deeds of its personnel deployed for the project and extending BC management services to 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 <b>Annexure - XXV</b> .	



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

SI. 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		<b>Annexure – I</b> , Bidder Specification	

Note: 'Compliance (Yes/No)' should not be left blank; 'Pg. No. on the Bid Document' to be properly filled with the actual page no. of the bid document being submitted; Please ensure that Documents mentioned under column 'Document(s) Required' are properly ordered, self-attested with seal of the entity, pages duly numbered and enclosed along with this bid document.

Bidder must comply with all the above-mentioned criteria and Terms & Conditions specified in this RFP document (for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services). 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 RFP process.

Place:

Date:

### Signature:

SEAL of the Organization/Entity



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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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

SI. 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.	
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.	



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

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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/upgradtion/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 / Supervisors / employees / Technical Engineers 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.	
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.	



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

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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 / selection / empanelment as CBC.	
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.	All the terms specified under Scope of Work in this RFP are agreeable to us and we shall comply by the same. We understand that the Scope of Work is subject to change as per Bank's discretion and we hereby confirm that we are agreeable to the same and shall comply with the same, as per bank's requirement.	

Note: Bidder must comply with all the 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 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/1/2024-25 dt. 24.07.2024

#### 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: Sub: Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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

SI. 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 of 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).	



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

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4.	Successful bidders/Service Providers should ensure deployment of its FBCs/Bank Mitras in the allotted SSAs/Non SSAs in respective Zones as per mandate within the time line stipulated by the Bank.	
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.	



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

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.	C	

Please note that response to the above 'Compliance (Yes/No)' has to be "Yes" and any non-compliance may lead to rejection of the Bid document.

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



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

### ANNEXURE – X

### 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) INDIA country), having our registered office of (name of at (address of Guarantee issuing bank) and having one of its Branch office (address of Guarantee issuing Bank Branch) at "the Bank"), are bound unto Indian Bank in the sum of (hereinafter called \_\_\_\_only), for which payment well and truly to be made Rs. (Rupees 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 withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

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.

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.20,00,000/-
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.
- 1. 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



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

ANNEXURE – X (a)

# LETTER FOR BID SECURITY (EMD) AS TERM DEPOSIT

# ON NON-JUDICIAL STAMP PAPER APPLICABLE FOR THE PLACE OF BANK/BRANCH, DULY NOTARISED – to be submitted along with Bid Security / EMD, along with the Bid Document

Date:

То

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: Bid Security in the form of TDR No.----- FD A/c No.----- dated ----- for Rs.20,00,000/- with Indian Bank \_\_\_\_\_ Branch

We, M/s ......Address:......... (hereinafter called "We") has undertaken, in pursuance of INDIAN BANK, (hereinafter referred to as "You") which term (s) shall unless repugnant to the context shall mean its successors and permitted assigns. We have submitted our Bid in response to your RFP for empanelment of CBC entities for BC Management Services (RFP Ref no.: CO/FID/CBCRFP/1/2024-25 dated 24.07.2024).

As per the terms of your said RFP the Bidder shall deposit with the Bank Bid security in the form of duly discharged Fixed Deposit Receipt (FDR) for Rs.20,00,000/- (Rupees Twenty Lakhs only) with Indian Bank, as Bid security / (EMD) (Earnest Money Deposit).

We are agreeable to extend / auto renewal of the the Term Deposit for any further period / any number of times as required by the Bank.



We undertake not to Close / Preclose / provide the said Term Deposit as security with anyone else / for any other purpose other than for the referred Bid Security, without prior consent in writing / discharge from Indian Bank.

Indian Bank shall have the fullest liberty, from time to time to extend the time for Bid and we will have no objection for the same.

The Term Deposit has been duly discharged by us and lien marked in favour of "Indian Bank Corporate Office Financial Inclusion Department" by the issuing branch.

We agree that the Bid Security submitted by us in the form of TDR/FD as above, for Rs.20,00,000/- (Rupees Twenty Lakhs only), shall be utilised (close, preclose, etc.) as compensation for any loss resulting from the Bidder's failure in completing their obligations as per the terms of the aforesaid RFP with the Bank at any stage that covers all terms and conditions mentioned in the RFP, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Yours faithfully

For M/s ......(name of the Bidder)....

# (Authorised Signatory)

# Seal:

Encl.:

- 1. Original TDR No.-----MMD A/c No.----- dated ----- for Rs.20,00,000/- with Indian Bank ------ Branch
- 2. Duly signed Letter from the Branch of Indian Bank confirming the lien marked in favour of "Indian Bank Corporate Office Financial Inclusion Department"



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

### 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/s ......Address:...... 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 Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services Ref. No: CO/FID/CBCRFP/1/2024-25 dated 24.07.2024 & 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



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	: <b>Rs.60,00,000/-</b>
b)	Bank Guarantee Valid upto	:

- b) Bank Guarantee Valid upto
- c) Claim period 12 months from (b)



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

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



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

ANNEXURE – XI (a)

# LETTER FOR PERFORMANCE SECURITY AS TERM DEPOSIT ON NON-JUDICIAL STAMP PAPER APPLICABLE FOR THE PLACE OF BANK / BRANCH, DULY NOTARISED – to be submitted by the Successful Bidders at the time of empanelment

Date:

То

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: Performance Security in the form of TDR No.----- FD A/c No.----- dated ----- for Rs.60,00,000/- with Indian Bank ------ Branch

We, M/s ......Address:......... (hereinafter called "We") has undertaken, in pursuance of INDIAN BANK, (hereinafter referred to as "You") which term (s) shall unless repugnant to the context shall mean its successors and permitted assigns. We have been selected for Empanelment of Corporate Business Correspondent (CBC) in Indian Bank vide communication dated ......, being a successful bidder in Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services Ref. No: CO/FID/CBCRFP/1/2024-25 dated 24.07.2024.

As per the terms of your said RFP & its subsequent amendments, the successful Bidder shall deposit with the Bank security deposit as Performance Security in the form of duly discharged Fixed Deposit Receipt (FDR) for Rs.60,00,000/- (Sixty Lakhs only) with Indian Bank, as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

We hereby submit Performance Security in the form of Term Deposit Receipt (TDR) No.------- viz., Fixed Deposit (FD) A/c No.----- dated ----- for Rs.60,00,000/- (Sixty Lakhs only) with Indian Bank ------ Branch, in the name of **"Indian Bank Corporate Office** 



**Financial Inclusion Department A/c M/s .....<name of the CBC>.....**" for a period of 81 Months, due on ......

We are agreeable to extend / auto renewal of the the Term Deposit for any further period / any number of times as required by the Bank.

We undertake not to Close / Preclose / provide the said Term Deposit as security with anyone else / for any other purpose other than for the referred Performance Security, without prior consent in writing / discharge from Indian Bank.

Indian Bank shall have the fullest liberty, from time to time to extend the time for performance of the Contract and we will have no objection for the same.

The Term Deposit has been duly discharged by us and lien marked in favour of "Indian Bank Corporate Office Financial Inclusion Department" by the issuing branch.

We agree that the Performance Security submitted by us in the form of TDR/FD as above, for Rs.60,00,000/- (Rupees Sixty Lakhs only), shall be utilised (close, preclose, etc.) as compensation for any loss resulting from the CBC's failure in completing their obligations under CBC agreements/Contract with Bank at any stage that covers all terms and conditions mentioned in the agreement, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Yours faithfully

For M/s .....(name of the CBC)....

# (Authorised Signatory)

### Seal:

Encl.:

- 1. Original TDR No.-----MMD A/c No.----- dated ----- for Rs.60,00,000/- with Indian Bank ------ Branch
- 2. Duly signed Letter from the Branch of Indian Bank confirming the lien marked in favour of "Indian Bank Corporate Office Financial Inclusion Department"



### ANNEXURE – XII

# **BG CONFIRMATION LETTER**

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

Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

Date:

Dear Sir,

Sub: Confirmation regarding issuance of Bank Guarantee – Purchaser: M/s (Name of the bidder) in respect of Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services Ref. No: CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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



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

#### 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)



Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

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	d been issued by	(Name	of the Bank)
on behalf of _		_ (Name of the vendor) f	for due performance/	fulfilment of
their obligatior	ns in accordance wit	h our RFP Ref. No	dated	_ & Contract
Ref. no	dated (Detail	s 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)**



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

### 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 (Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services Ref. No: CO/FID/CBCRFP/1/ 2024-25 dated 24.07.2024). 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.



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.



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 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

- 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/Subvendors.
- 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 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.



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 at .....on ......

(For & On behalf of the Bank)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place	Place
<b>Date</b>	<b>Date</b>
Witness 1:	Witness 1:
(Name & Address)	(Name & Address)
Witness 2:	Witness 2:
(Name & Address)	(Name & Address)



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

ANNEXURE -XVI

# NON-DISCLOSURE AGREEMENT

(To be printed in Non-Judicial stamp Paper)

This Agreement	made at,	on this	_ day of
2024 BETWEEN		a co	ompany incorporated under the
Companies Act,	1956 having its registered	office at	
(hereinafter referr	red to as " <b>Bidder</b> " which exp	pression unles	s repugnant to the context or
meaning thereof b	be deemed to include its succe	essors and ass	signs) of the <b>ONE PART</b> ;
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 as per Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services Ref. No: CO/FID/ CBCRFP/1/2024-25 dated 24.07.2024.

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 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 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.



# 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.



# 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



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

#### Ref: CO/FID/CBCRFP/1/2024-25 dt. 24.07.2024

#### ANNEXURE – XVII

#### LETTER FROM PUBLIC / PRIVATE SECTOR BANK / RRB

<To be issued on 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

Ref: Your Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services Ref. No: CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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	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. \_\_\_\_\_



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

#### 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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024 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 \_\_\_\_\_\_\_\_ varite 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, Cancelation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours faithfully	
For M/s	
Signature	
Name:	
Designation: Dire	ctor/Company Secretary
Place:	
Date:	

Seal & Stamp



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: in respect of Request for Proposal (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

#### Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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 SRIKE 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:



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

# <u>ANNEXURE - XX</u>

# 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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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:



# ANNEXURE-XXI

# DECLARATION ON KEY PROMOTER / MD / CEO / TECHNICAL HEAD / OPERATIONAL HEAD OF THE ORGANISATION

#### (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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

We hereby confirm that the Key promoter / Managing Director (MD) / Chie Executive Officer (CEO) / Technical Head / Operational Head of the Bidder should have at least 2 years of experience in managing Financial Inclusion Solution for a Public Sector Bank / Private sector bank / RRB. Details of the same is furnished below:

Sno.	Name of the official	Present Designation	Educational Qualification	Position held (Key promoter / MD / CEO / Tech. Head / Oper. Head, etc.)	Experience / Various Positions Held, with start date and end date

Yours faithfully

Signature of Authorized Official

Name and Designation with Office Seal

Place:



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 Non-Judicial Stamp Paper, as applicable for the State, 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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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

Yours faithfully

Signature Name of the Authorized Signatory Designation Organization Seal Dated this ...... day of ......20 Place:



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

#### **ANNEXURE-XXIII**

#### **UNDERTAKING BY THE BIDDER - DUE DILIGENCE NORMS**

(on Non-Judicial Stamp Paper, as applicable for their state. 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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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 of .....20

Place:



#### ANNEXURE-XXIV

# UNDERTAKING BY THE BIDDER-NON DEFAULTER TO ANY FINANCIAL INSTITUTION

(on Non-Judicial Stamp Paper, as applicable for the State, 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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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 of ......20

Place:



#### 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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

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 of ......20 Place:



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

#### <u>ANNEXURE- XXVI</u>

# **DECLARATION ON TEAM OF CERTIFIED ENGINEERS**

#### (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 (RFP) for Empanelment of Corporate Business Correspondent (CBC) Entities for BC Management Services

Ref: RFP No. CO/FID/CBCRFP/1/2024-25 dated 24.07.2024

We hereby confirm that we have \_\_\_\_\_ number of Certified, Experienced Engineers working dedicatedly on Financial Inclusion Technology, who are capable of handling any technical issues that may be faced by the us as CBC and all our BCs / Bank Mitras, across the Country for Indian Bank. Details are furnished as under:

Sno.	Name of the Engineer	Designation	joining the	Years of Experience in handling Technology issues on Financial Inclusion

We undertake that all information furnished in this document is true & correct and if found false or incorrect, at any later stage of the bidding process / contract, Bank shall be authorized to take action against us, as deemed fit.

Yours faithfully

Signature of Authorized Official

Name and Designation with Office Seal

Place:



#### **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 Functional (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 Functional (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.

	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.	9			
	iii Co-operative Society/Trust	8			
	iv Other entity	7			
1.2	Experience of Key Promoter/ MD/CEO/Tech. Head/Oper. Head				
	i ≥7 years.	5	5		
	ii $\geq$ 2 years to < 7 years.	4			
	iii < 2 years	3			
1.3	Geographical Spread/Coverage (Operations in no. of States/ UTs)				
	i ≥ 5 States.	5	5		
	ii $\geq$ 2 States to < 5 states	4			
	iii < 2 States	3			

#### **Technical Score (Technical Evaluation) - Evaluation and Assessment Matrix**



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

Τ							
	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					
4.5							
1.5	Engagement with Public/Private Sector Bank (PSB) / RRB for BC						
	Management Services						
	Engagement in No. of PSB $\geq$ 4	10	10				
	Engagement in No. of PSB = 2 or 3	9	10				
	Engagement in No. of PSB = $2 \text{ of } 3$	_					
	engaged with at least 1 RRB	8					
	If not engaged with any Public /						
	Private Sector Bank / RRB but has						
	experience of successful	7					
	implementation of BC Management						
	for Financial Inclusion Project						
1.6	No. of Customer Service Outlets						
	and Business Correspondent Agents engaged in Public /						
	Private Sector Bank / 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				
	1,000 to 5,000	13					
	Less than 1,000	11					
_							
2	Financial Strength :						
2.1	Average Net Worth for last three financial years (or as applicable)						
	(Rs.)						
	$i \ge 10 \text{ Cr}$	10	10				
	$ii \ge 5$ Cr to <10 Cr	9	.0				
	$iii \ge 1$ Cr to <5 Cr	8					
	lv <1 Cr	7			1		
2.2	Net Worth as on 31.03.2024 (Rs.)						
	i > 10 Cr	5	5				
	ii ≥ 5 Cr to <u>&lt;</u> 10 Cr	4					



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

-		nojupeccan, enen			
	iii ≥ 1 Cr to <5 Cr	3			
	Management and Corporate	Elig. Marks	Max. Marks	Details of the Entity	Marks obtained by the entity
	Governance	Warks	IVIAI KS		by the entity
2.3	Average Annual Business Turnover for last three financial years (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 2023- 24 (Rs.)				
	i ≥ 10 Cr	5	5		
	ii $\geq$ 5 Cr to <10 Cr	4			
	iii ≥ 2 Cr to <5 Cr	3			
	lv <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			



# **Functional (Presentation) Score**

Bidders are suggested to make a Presentation (preferably Demo), on their Methods / Architecture on the below mentioned parameters. Functional (Presentation) evaluation 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



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

#### **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 soft copy i.e., Micro Soft Excel 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.

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

This excel sheet shall be sent as attachment by email to <u>cofid@indianbank.co.in</u> within the time line stipulated in this RFP.

Any query relating to this RFP, raised in any mode / format, other than as mentioned above, shall not be entertained by the Bank.