

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

**REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF CORPORATE BUSINESS
CORRESPONDENTS (CBCs) ENTITIES
FOR BC MANAGEMENT SERVICES**

| | |
|----------------------------------|----------------------------|
| RFP Reference No. | HO/FI/CBC/01/2024-25 |
| RFP Issuance Date | 25/04/2024 |
| Date and Time of Pre-Bid Meeting | 02/05/2024 at 03.00 P.M |
| Last Date for Receipt of Bids | 17/05/2024 up to 03.00 P.M |
| Date and Time of Opening of Bids | 17/05/2024 at 04.00 P.M |

Issued By:

Financial Inclusion Department, Saptagiri Grameena Bank Bank, Head Office
19/565-11, 3rd floor, Sai Yashus, Opp Venkateswara theater, Vellur Road, Chittoor,A.P
pincode:517002

Phone: 8886644008,8886644213

Email: fi@sgbank.in

Website: www.saptagirigrameenabank.in

This document is the property of Saptagiri Grameena Bank. It may not be copied, distributed, or recorded or reproduced on any medium, print, or electronic or otherwise, without written permission thereof. The use of the contents of this document fully or partially, even by the authorized personnel/agencies/entities for any purpose other than purpose specified herein, is strictly prohibited, and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

| S.No | Description | Details |
|--|--|--|
| 1 | RFP Reference No. | HO/FI/CBC/01/2024-25 |
| 2 | Brief Description of the RFP | Request for proposal for EMPANELMENT OF CORPORATE BUSINESS CORRESPONDENT. |
| 3 | Bank's Address for Communication | Financial Inclusion Department, Saptagiri Grameena Bank Bank, Head Office,19/565-11, 3rd floor, Sai Yashus, Opp Venkateswara theater, Vellur Road, Chittoor,A.P pincode:517002 |
| 4 | RFP Issuance Date | 25/04/2024 |
| 5 | Last Date of Submission of Queries for Pre Bid Meeting | 02/05/2024 |
| 6 | Date and Time of Pre-Bid Meeting | 02/05/2024 at 03.00 P.M. |
| 7 | Last Date for Receipt of Bids | 17/05/2024 till 03.00 P.M. |
| 8 | Date and Time of Opening of Bids | 17/05/2024 at 04.00 P.M. |
| 9 | Address for submission of Proposals/Bids | General Manager Saptagiri Grameena Bank, Head Office, 19/565-11, 3rd floor, Sai Yashus, Opp Venkateswara theater, Vellur Road, Chittoor, A.P Pin Code: 517 002. |
| 10 | Application Fees (Not Refundable) | Rs.10,000/- |
| 11 | Earnest Money Deposit | Rs.5,00,000/- in the form of Bank Guarantee or Demand Draft. (Waived for MSE and Start up Bidders) |
| 12 | Performance Bank Guarantee/Security Deposit | Rs.36,00,000/- |
| This document can be downloaded from Bank's website www.saptagirigrameenabank.in | | |

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

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 Saptagiri Grameena Bank (or Bank), 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 Saptagiri Grameena Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. 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. Saptagiri Grameena 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. It does not purport to contain all the information that a Bidder requires. Saptagiri Grameena 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.

Saptagiri Grameena 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 (www.saptagiri-grameenabank.in) and it will become part and parcel of RFP.

Saptagiri Grameena Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Saptagiri Grameena 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. The decision of Saptagiri Grameena Bank shall be final, conclusive and binding on all the parties.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

Table of Contents

| S.No | Subject | Page No. |
|------|--|----------|
| 1 | ABOUT THE RFP | 8 |
| 2 | DEFINITIONS | 9 |
| 3 | PRE QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS | 10 |
| 4 | ENGAGEMENT OF MULTIPLE BIDDERS | 13 |
| 5 | APPLICATION MONEY & EARNEST MONEY DEPOSIT | 14 |
| 6 | REQUIREMENT DETAILS | 15 |
| 7 | TECHNICAL DELIVERABLES | 16 |
| 8 | RESPONSIBILITIES OF THE BIDDER | 17 |
| 9 | MICRO ATM | 19 |
| 10 | COMPLIANCE REQUIREMENT BIDDER | 20 |
| 11 | ENROLLMENT OF CUSTOMERS | 21 |
| 12 | SCOPE OF BASIC BANKING PRODUCTS AND SERVICES TO | 22 |
| 13 | FUNCTIONAL REQUIREMENTS | 26 |
| 14 | ELIGIBLE ENTITIES AND GENERAL GUIDELINES | 26 |
| 15 | STANDARD OPERATING PROCEDURES FOR BCA | 27 |
| 16 | OTHER PRODUCTS AND SERVICES | 31 |
| 17 | HUMAN RESOURCE REQUIREMENT | 31 |
| 18 | MANAGEMENT INFORMATION SYSTEM | 34 |
| 19 | PAYMENT TERMS | 34 |
| 20 | REVIEW AND MONITORING MECHANISM | 37 |
| 21 | BID PROCESS | 38 |
| 22 | PRE BID MEETING | 38 |
| 23 | AMENDMENT TO BIDDING DOCUMENT | 39 |
| 24 | BID SYSTEM OFFER | 40 |
| 25 | PREPARATION OF BIDS | 40 |
| 26 | DOCUMENTATION | 41 |
| 27 | ASSUMPTIONS/PRESUMPTIONS/MODIFICATIONS | 42 |
| 28 | BID OPENING | 42 |
| 29 | PRELIMINARY SCRUTINY | 43 |
| 30 | CLARIFICATION OF OFFERS | 43 |
| 31 | EVALUATION OF TECHNICAL BIDS | 43 |
| 32 | BIDDERS PRESENTATION / SITE VISIT/ PRODUCT | 45 |
| 33 | Technical Evaluation Criteria | 45 |
| 34 | Technical Evaluation and Assessment Matrix for onboarding of CBC | 46 |

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

| | | |
|----|--|----|
| 35 | VALIDITY OF BIDS | 48 |
| 36 | NORMALIZATION OF BIDS | 48 |
| 37 | SELECTION OF BIDDERS | 48 |
| 38 | AWARD OF CONTRACT | 49 |
| 39 | BANKS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR | 50 |
| 40 | REVIEW OF SERVICES | 50 |
| 41 | COMPLIANCE WITH LAWS | 51 |
| 42 | COMPLIANCE WITH STATUTORY AND REGULATORY | 52 |
| 43 | SOCIAL MEDIA POLICY | 52 |
| 44 | INSPECTION OF RECORDS | 52 |
| 45 | ASSIGNMENT | 53 |
| 46 | PUBLICITY | 53 |
| 47 | INSURANCE | 53 |
| 48 | TAXES AND DUTIES | 53 |
| 49 | INTELLECTUAL PROPERTY RIGHTS | 54 |
| 50 | INDEMNITY | 55 |
| 51 | TIME SCHEDULE | 56 |
| 52 | LEGAL DISPUTES AND JURISDICTION OF THE COURT | 57 |
| 53 | SERVICE AGREEMENT AND PENALTIES | 57 |
| 54 | REPRESENTATION AND WARRANTIES | 60 |
| 55 | PERIOD OF CONTRACT | 61 |
| 56 | PERFORMANCE GUARANTEE | 61 |
| 57 | TERMINATION OF THE CONTRACT: | 62 |
| 58 | FORCE MAJEURE | 63 |
| 59 | CONFIDENTIALITY AND NON-DISCLOSURE | 64 |
| 60 | CORRUPT AND FRAUDULENT PRACTICES | 64 |
| 61 | INTEGRITY PACT | 65 |
| 62 | MODIFICATION/ CANCELLATION OF RFP | 67 |
| 63 | TERMS AND CONDITIONS FOR THE PROPOSAL | 67 |
| 64 | CERTIFICATE BY THE BIDDER | 68 |
| 65 | LIABILITY OF THE BANK | 69 |
| 66 | PROPOSAL FORMAT | 69 |
| 67 | OWNERSHIP | 70 |

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

ANNEXURES

| S.No | Particulars | Page No. |
|-------|--|----------|
| I | NUMBER OF LOCATIONS DISTRICT WISE TO BE COVERED BY SUCCESSFUL BIDDER | 71 |
| II | BIDDERS PROFILE | 72 |
| III | PARTICULAR OF REGIONAL /BRANCH OFFICES | 73 |
| IV | REFERENCE LETTER | 74 |
| V | FINANCIAL POSITION OF THE BIDDER | 75 |
| VI | STATEMENT OF TIE UP/AGREEMENTS ENTERED FOR THE | 76 |
| VII | TECHNICAL EVALUATION – QUESTIONNAIRE | 77 |
| VIII | BIDDER’S UNDERTAKING LETTER | 79 |
| IX | TENDER FOR SELECTION OF CORPORATE BUSINESS | 81 |
| X | FORMAT OF CERTIFICATE FROM PUBLIC SECTOR BANKS | 82 |
| XI | COMPLIANCE STATEMENT | 83 |
| XII | PRE-CONTRACT INTEGRITY PACT | 84 |
| XIII | NON-DISCLOSURE AGREEMENT | 91 |
| XIV | APPLICATION MONEY & BID SECURITY DECLARATION | 92 |
| XV | FORMAT FOR SENDING PRE-BID QUERIES | 93 |
| XVI | AUTHORIZATION LETTER FORMAT | 94 |
| XVII | PROFORMA OF BANK GUARANTEE FOR CONTRACT | 95 |
| XVIII | PROFORMA OF BANK GUARANTEE FOR EMD AMOUNT | 99 |

ABBREVIATIONS USED IN THE DOCUMENTS

| | |
|--------|--|
| BIDDER | BIDDER- SERVICE PROVIDER(SP) – VENDOR- CORPORATE BC- BC |
| CBC | CORPORATE BUSINESS CORRESPONDENT |
| BCA | BUSINESS CORRESPONDENT AGENT |
| BCO | BUSINESS CORRESPONDENT OUTLET – HYBRID (BOTH KIOSK AND MOBILE) |
| BG | BANK GUARANTEE |
| BSBD | BASIC SAVING BANK DEPOSIT |
| CBS | CORE BANKING SYSTEM |
| CSP | CUSTOMER SERVICE PROVIDER |
| DBT | DIRECT BENEFIT TRANSFER |
| DC | DATA CENTER |
| DES | DATA ENCRYPTION STANDARD |
| DFS | DEPARTMENT OF FINANCIAL SERVICES |
| DRC | DATA RECOVERY CENTER |
| EBT | ELECTRONIC BENEFIT TRANSFER |

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

| | |
|---------------|--|
| ECS | ELECTRONIC CLEARING SYSTEM |
| EMD | EARNEST MONEY DEPOSIT |
| FI | FINANCIAL INCLUSION |
| GCC | GENERAL PURPOSE CREDIT CARD |
| GOI | GOVERNMENT OF INDIA |
| IBA | INDIAN BANKS' ASSOCIATION |
| ICT | INFORMATION AND COMMUNICATION TECHNOLOGY |
| IDRBT | INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY |
| ITIL | INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY |
| KCC | KISAN CREDIT CARD |
| KYC | KNOW YOUR CUSTOMER |
| MIS | MANAGEMENT INFORMATION SYSTEM |
| 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 |
| NREGP | NATIONAL RURAL EMPLOYMENT GENERATION PROGRAMME |
| NSC | NATIONAL SAVINGS CERTIFICATE |
| OEM | ORIGINAL EQUIPMENT MANUFACTURER |
| OPEX | OPERATIONAL EXPENDITURE |
| PIN | POSTAL INDEX NUMBER |
| POT | POINT OF TRANSACTION |
| PKI | PUBLIC KEY INFRASTRUCTURE |
| RBI | RESERVE BANK OF INDIA |
| RD | REGISTERED DEVICE |
| RFP | REQUEST FOR PROPOSAL |
| RTGS | REAL TIME GROSS SETTLEMENT |
| SHG | SELF HELP GROUP |
| MICRO-ATM/TAB | ABLE TO BE USED IN KIOSK/MOBILE BCA |
| UID | UNIQUE IDENTITY |
| UIDAI | UNIQUE IDENTIFICATION AUTHORITY OF INDIA |
| STQC | STANDARDISATION TESTING AND QUALITY CERTIFICATION |

*BIDDER/ SERVICE PROVIDER/VENDOR/CORPORATE BC/BC MENTIONED IN THE DOCUMENTS ARE ALL ONE AND THE SAME

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

About Saptagiri Grameena Bank

Saptagiri Grameena Bank came into existence from 30.06.2006 by amalgamating shri Venkateswara Grameena Bank operating in erstwhile Chittoor District and Kanakadurga Grameena bank operating in erstwhile Krishna District, in terms of Government of India Notification dt. 29.06.2006. The Bank is constituted under Regional Rural Banks Act 1976. The Bank is having its Head Office at CHITTOOR with a jurisdiction of 6 districts namely Annamayya, Chittoor, Eluru, Krishna, NTR and Tirupati. The Bank is providing banking services with its 245 branches. The Bank is catering to the needs of Rural Poor mainly and to all other sectors also. The Bank has been playing a pivotal role in economic development of its operational area by outreaching the people in the countryside.

1. About the RFP

In the context of Financial Inclusion, SAPTAGIRI GRAMEENA BANK envisages extension of Banking & Financial Services to under-banked & un-banked areas through ICT based “branchless banking” model, where integrated micro-ATM devices would be used by Business Correspondents and/or their authorized agents to deliver financial and banking services.

The technology architecture supporting this strategy involves a combination of various technologies like kiosk model, Micro-ATM/TAB, contact / contact-less cards, biometric identification and authentication, etc. These technologies will support online transactions and operations.

Applications are invited from the eligible entities for the empanelment as Corporate Business Correspondent for the purpose of deploying and managing BC Agents in the field both SSA and Non SSA locations to deliver banking & financial services. Interested entities may submit their proposal as per the terms and conditions mentioned in the RFP document.

Bank will follow the corporate BC model by way of Selection/Empanelment of entities who in turn appoint FBCs/ Bank Mithras as per requirement of the Bank based on the location specifications, Eligibility Criteria of individual FBCs, Technological Requirements, Infrastructure Built up as per specified guidelines, Products and Services to be offered, Uniform Bonding, Signane, Dress Code, Ambience, House Keeping, Inspection & Audit, customer Service including Grievance Redressal Mechanism, etc. The agreement with Successful Bidders for engagement of CBC by Bank shall be on “Principal to Principal” basis.

The proposed RFP has been floated with the objective of increasing the reach of banking services to the underprivileged, particularly in unbanked and underbanked areas as well as to provide banking and financial services using innovative channels on HYBRID OPEX model. The district wise locations are listed in **(Annexure I)**.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

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

2. Definitions:

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

- 2.1.** “Bank” means SAPTAGIRI GRAMEENA BANK.
- 2.2.** “Bidder” means any company /entity who bids for offering services as a Corporate Business Correspondent (BC) for the Bank pursuant to the terms of this RFP.
- 2.3.** “Bid” means the offer made by the Bidder in response to this RFP.
- 2.4.** “Corporate Business Correspondent” (CBC) or “Service Provider (SP)” means any person/entity who is eligible to act as BC for the banks under the terms hereof for providing services described in the RFP.
- 2.5.** “Business Correspondent Outlet (BCO)/KIOSKs” means the outlet of the Service Provider which will be providing Banking and Financial services.
- 2.6.** “BCA” is Business Correspondent Agent /person engaged by CBC for operating the BCO.
- 2.7.** “HYBRID MODEL/HYBRID OPEX MODEL” is a BC service integrating both KIOSK and MOBILE models wherein KIOSK is located at a fixed point working for at least 4 -5 hours a day, thereafter offer services in the geographical area allotted to him/her under mobile model.
- 2.8.** “Business Correspondent Agreement” means the agreement to be executed between the Bank and the Service Provider containing the terms and conditions on which the Services will be provided.
- 2.9.** “Eligibility Criteria” means the criteria required to be satisfied by the Bidder in order to bid so as to be engaged as a Service Provider, which is in line with the guidelines of RBI, more particularly described in this RFP.
- 2.10.** “Area of operation” means geographic area allocated to each BCO, like villages, wards in the towns or cities, etc. It is expected that each BCA will

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

cater about 1500 households. Provided however, that in case, more than one BCA is allotted for any gram Panchayat on account of Sub Service Area approach, their respective areas would be specifically defined. Provided further that in case a BCO of another CBC already exists in a village, the BCO of that CBC and the BCO of the CBC who will be allotted the work under this RFP may be allowed to work in the same village concurrently.

- 2.11. “RFP” means this Request for Proposal issued by the Bank.
- 2.12. “Services” means the services to be provided by the CBC/S P pursuant to the terms of the RFP/Service Agreement.
- 2.13. “Back-end System” means Banks Core Banking Solution
- 2.14. “Front end System” means Micro-ATM/TAB system installed/ integrated device working at BCO
- 2.15. “Saptagiri Grameena Bank financial inclusion Plan” means providing banking services to the financially excluded segment as well as to provide banking and financial services using innovative channels on OPEX model.
- 2.16. HYBRID OPEX Model means combination of both Fixed-Point BCA (KIOSK) & Mobile BCA using Android based Micro-ATM/TAB system.
- 2.17. “Solution” means the various Software, hardware & peripherals (including Android based Micro-ATM/TAB/Integrated device) used by the BC for implementation of the BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK& MOBILE).

3. PRE-QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS:

- 3.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as ‘Bidder’ and the solution for implementation of BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) in Saptagiri Grameena Bank shall hereinafter be referred as “Solution”.
- 3.2. Interested Bidders, who will provide the Hybrid Opex Model business correspondent services in the Bank and meeting the Eligibility Criteria as below may respond:

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

| No. | Criteria | Documents to be submitted |
|-----|---|---|
| 1. | <p>Bidder should be</p> <p>a) a registered company in India under Companies Act 1956 or 2013 excluding Non-Banking Financial Companies (NBFCs) OR</p> <p>b) NGOs/MFIs set up under Societies/Trust acts and/or Section 25 companies OR</p> <p>c) Co-operative Societies registered under mutually aided Cooperative Societies Act/Cooperative Societies Act of States/Multi State Cooperative Societies Act</p> <p>d) Consortium of Members shall not be allowed to participate.</p> <p>e) Only one bidder in a group company having common Director/Trustee is allowed to participate.</p> | <ul style="list-style-type: none"> ➤ Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company OR ➤ Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies OR ➤ Trust/Society deed, Registration Certificate, Bye Law AND/OR ➤ Any other document which is deemed fit to make bidder organization a legitimate entity |
| 2. | <p>The bidder should have been a CBC for providing FI solution (such as EBT, DBT, Aadhaar based Payment etc.) for Public Sector Bank/Regional Rural Bank in India in the last three years</p> | <p>Supported by documentary evidence such as purchase order/ copies of the Service Contracts wherever entered with satisfactory certificate as per Annexure X</p> <p>In case of newly amalgamated Public Sector Bank/ Regional Rural Bank, Purchase Order/ Copy of service contracts of pre-amalgamated entity to be submitted.</p> <p>AND</p> |

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

| | | |
|----|---|--|
| 3 | The Kiosk /BC solution should have at least 1000 locations in PSB/RRB in India as on RFP date. | Letter from the concerned organization (from amalgamated entity, in case of newly amalgamated Public Sector Bank / Regional Rural Bank) as per Annexure X The bank reserves the right to inspect such installations while evaluating. |
| 4. | The Bidder should have an annual turnover of not be less than Rs.5(Five) crores during the last three financial years, i.e. 2020-21, 2021-22 and 2022-23. | Bidder has to submit copies of Balance Sheets for last 3 Years [i.e. 2020-21(audited), 2021-22(audited) and 2022-23(audited). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number. |
| 5. | The Bidder should have Positive Net Worth as on 31/03/2023. | Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number |
| 6. | Bidder should not have been blacklisted by any PSU/RRB Bank/ IBA/ RBI/ NPCI/ UIDAI/ IDRBT/ NA BARD in India. | Bidder has to submit Notarized Affidavit to this effect. |
| 7. | Neither the bidder nor its promoters and Directors should be defaulters to any financial institution in India. The bidder should not have been reported against by any Public Sector Bank to Indian Banks' Association for any malpractice, fraud, poor service, etc. | Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number. |

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

| | | |
|----|--|---|
| 8. | <p>The Bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office Memorandum -F.No.6/18/ 2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. a natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> | <p>A declaration stating " We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered." to be submitted in Company's letter head.</p> <p style="text-align: center;">&</p> <p>Bidder should also submit Annexure IX in relation to declaration</p> |
| 9 | Execution of pre-contract Integrity Pact | Bidder should submit the signed Pre-Contact Integrity Pact on minimum of Rs. 100/- non judicial stamp paper. If any bidder failed to submit Integrity Pact, such bid will be rejected. |

3.3. The proof provided must be in line with the details mentioned in “Documents to be submitted for Eligibility Criteria Compliance”. Any credential detail mentioned in “Eligibility Criteria Compliance” not accompanied by relevant proof documents will not be considered for evaluation.

4. Empanelment of Multiple Bidders:

4.1. Bank reserves the right to award contract to more than one bidder to cover the existing or extended scope of the work, if the bank so desires.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- 4.2. Bank at its discretion may allot the identified locations to successful Bidders empanelled through this RFP for engaging its agents at locations provided by the Bank. Empanelment doesn't give a right to empanelled entities to claim the mandates.
- 4.3. In a situation where multiple -bidders are deployed by the Bank to support this solution, then the Bidders would develop required interfaces and co - ordinate joint operations so as not to impact the interests of the Bank and the services rendered to the customers.
- 4.4. The human resources and infrastructure (support services, facility, application software, hardware and connectivity) required for end-to-end solution would belong to be maintained, managed and operated by the Bidder if required.
- 4.5. Selection of BCA at the BCO shall conform to Bank, RBI, IDRBT, IBA, NABARD, GOI, State Govt guidelines and other regulatory guidelines.
- 4.6. **The MICRO-ATM/TAB (Hardware) solution** provided under this project shall have provision to interface with bank's CBS through intermediate server and Banks Gateway if required in future.
- 4.8. The allotment of centres shall be done by the Bank and it would be final & conclusive and binding upon the successful bidders.

5. Application Money & Earnest Money Deposit (EMD)/Bank Guarantee in Lieu of EMD:

- 5.1. This document can be downloaded from Bank's website. In that event of participation, the bidders should pay the Application Fee of Rs.10,000/- (nonrefundable) (Rs Ten Thousand only) for tender document and should be remitted through NEFT / RTGS / IMPS for the credit of CA/c No. 88618083 IFSC - IDIB0SGB001, favoring Saptagiri Grameena Bank, HO: Chittoor.
- 5.2. Bidder should deposit EMD (refundable) of Rs.5,00,000/- (Rs. Five Lakhs only) in the form of a Demand Draft in Favor of Saptagiri Grameena Bank, Head Office, Chittoor (or) Bank Guarantee (BG) (or) account transfer through NEFT / RTGS / IMPS for the credit of CA/c No. 88618083 IFSC - IDIB0SGB001, favoring Saptagiri Grameena Bank, HO: Chittoor. issued by a scheduled Commercial Bank other than Saptagiri Grameena Bank favoring Saptagiri Grameena Bank as per Annexure -XVIIA and the same should be submitted at the time of submitting Bid.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- 5.3. No interest will be payable on the Bid Security amount. Bid Security of unsuccessful Bidders will be refunded only after completion of the bid process. Bid security to successful bidder will be released only after execution of the agreements and deploying BC Agents in first tranche of location/s allotted by the Bank.
- 5.4. Bank will follow the guidelines issued by Government of India for MSE units registered with NSIC under single point registration scheme. MSE units are exempted from payment of Tender Application Fee and Earnest Money Deposit as per Government of India notification. However, bidder has to submit the copy of valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.
- 5.5. EMD will be forfeited in the following cases:
- If a bidder withdraws its bid during the period of bid validity and/or
 - In case of a successful Bidder, if the Bidder fails:
 - To start the activities in selected area within the stipulated time and/or
 - The Bidder refuses to accept empanelment letter or having accepted the purchase order, fails to carry out his obligations mentioned therein.
- 5.6. Application Money & Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD is waived off with the following condition:
- 5.6.1. Bidder has to submit a declaration as per Annexure X VII A in letter head duly signed by authorized signatory and the same should be submitted along with Bid proposal.
- 5.6.2. Non-Submission of declaration along with Bid proposal is liable to be rejected.
- 5.6.3 EMD amount of successful bidder will be returned only after execution of contract, Service Level Agreement and submission of Bank Guarantee as per terms and conditions of the Bank.
- 5.6.4 EMD amount of unsuccessful bidder will be returned after selection/Empanelment of vendor.

6. Requirement details:

- 6.1. Bank has a running ICT-BC based outlets in around 310 locations in a jurisdiction of 6 districts namely Annamayya, Chittoor, Eluru, Krishna, NTR

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- and Tirupati and Bank is planning to continue the same.
- 6.2 Bidder should give preference to existing BCAs for engagement.
 - 6.3 The scope of the current project, being one of the ICT -BC based banking channels, may extend to all or some of the envisaged villages depending on the performance. Bank may extend services to other areas as well under this project. The aforesaid figures are only indicative and the actual numbers may vary.
 - 6.4 The geographic locations that fall within the scope of this project can span over rural, semi -urban and urban areas. The Number of Locations district wise is provided under Annexure I.
 - 6.5. Micro ATM/ HHD/TAB based solution and device will be provided by the Bank. There will be no separate solution for service at field, it will be a common application and the TAB to be used. The micro ATMs supplied by CBC should be compatible to execute the solution provided by the Bank.
 - 6.6 Wherever KIOSK is referred it may be read as Fixed Point wherein BCA has to work for 4 -5 hours per day & for the remaining period BCA has to work as mobile. Wherever HHM/Hand held machine/POS is referred, it may be read as TAB/Micro ATM, as it will be the common device to work as Kiosk and Mobile.

7. TECHNICAL DELIVERABLES:

- 7.1 The Bidder shall ensure that the BC location /Fixed Point is located within the Geographical area allotted to the concerned BCA and is in a prominent place, acceptable to the Bank and with requisite furniture & fixtures for BCA and customers in case of Fixed-Point BC location. The bidder shall also provide training and operational support for software upgradation training with the help of Technical Service Provider.
- 7.2 Network connectivity, consumables, Bank approved overcoat, Identity Card, Cab, Stationery etc. applicable to BCAs would be to the cost of the Bidder.
- 7.3 Bank may at its discretion close or shift any location based on the needs.
- 7.4 Spare devices will be kept at Bank's Regional Offices. Bidder shall make own logistics arrangements for replacement of faulty devices if required.
- 7.5 Bidder shall ensure that the service is rendered in a manner that the agents would encourage & promote the customers to use Bank's services.
- 7.6 Bidder shall ensure that faulty equipment should be replaced within a maximum

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

period of 48 hours of reporting.

- 7.7 The Bidder also ensure that non-login/ Inactive for more than 7 days will be reported to Bank through Coordinator/ Supervisor/ Area Manager to respective Regional Office of the Bank and immediate replacement to be done.

8. RESPONSIBILITIES OF THE BIDDER :

- 8.1 The Successful Bidder/s shall be responsible for entire Management of Business Correspondents such as Engagement, Monitoring, Cash Management, Device Management and covering the entire scope of this RFP.
- 8.2 The roles and responsibilities of the Bidder will also include those stated in greater detail in other parts of RFP.
- 8.3 Bidder shall use the solution & interface provided by the bank and to provide supporting organizational structures and skilled human resources to educate, facilitate and deliver financial services to the targeted customers.
- 8.4 Bidder shall be responsible for compliance with mandatory compliance requirements indicated in the section “Compliance Requirements” and at various specific requirements indicated in other parts of the RFP.
- 8.5 Indemnifying the bank of risks indicated in the section “Indemnity” and specific requirements indicated in other parts of the RFP.
- 8.6 The Successful Bidder/s will be a single point of contact to provide the solution to the Bank. Under no circumstance, the bidder should sub-contract the work entrusted to them.
- 8.7 The bidders should be willing to extend the services anywhere in the service area of the Bank for which bid is placed.
- 8.8 Bidder shall be responsible to resolve all issues that may arise from the BC Management and monitoring.
- 8.9 Bank will enter into a detailed agreement with the Bidder clearly defining the roles and responsibilities and the terms of engagement for the infrastructural support and services extended to the bank as per the format prescribed by the Bank.
- 8.10 Render banking and financial services as entrusted by the Bank under BC model at designated locations to all the customers of Saptagiri Grameena Bank, duly complying with Bank, RBI, IDRBT,IBA, NPCI,UIDAI,NABARD, GOI, State Govt. guidelines.
- 8.11 Bidder will have to qualify and render financial / banking services under BC model

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- duly meeting regulatory requirements/framework stipulated by RBI for rendering specified banking & financial services and those entrusted by the bank from time-to-time.
- 8.12 Bidder shall provide well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc.
 - 8.13 Bidder shall confirm that every person deployed by them on the project has been vetted through third- party background check prior to their engagement. Reference from two respectable persons of that area known to the bank should be submitted to the bank prior to their engagement.
 - 8.14 Bidder shall confirm that every person deployed by them on the project to submit Police Verification Certificate prior to their engagement.
 - 8.15 Bidder shall manage the activities of its personnel or others engaged in the project etc. and will be accountable for all the personnel deployed/engaged in the project.
 - 8.16 In case the performance of the Business Correspondents, their agents or personnel engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within 15 days or any such time limits stipulated by the Bank. Failing which, Bank shall impose Rs.10,000/- per case per month
 - 8.17 Bidder will exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.
 - 8.18 Bidder shall involve designated officials of the Bank in selection process of BC agents.
 - 8.19 Cash Management is the sole Responsibility of CBC/BC
 - 8.20 Bidder to extend all of the outsourced banking & financial services by deploying such personnel that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time.
 - 8.21 The bidders should have proven capability to provide robust and scalable software application and hardware technology to provide services mentioned in this RFP. Successful implementation of a related project (such as delivery of financial services / products / Biometric solutions, Card Based solutions etc.) with a Bank / Financial Institution / Micro Finance Institution either on its own OR if the bidding Service Provider has a Tie Up arrangement with Hardware Supplier, the agreement should not be less than 365 days old with Technology service provider . A copy of such agreement should be enclosed (if required in future).

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- 8.22 The Bidders shall be responsible to ensure that the BCA/KIOSK works exclusively for the Bank. Business transactions involving the Bank alone should be done at the KIOSK.
- 8.23 The roles and responsibilities of the Bidder will also include those stated in greater detail in other parts of RFP.
- 8.24 The successful bidder/s shall also be required to manage all the incidental activities related to the scope of the RFP.
- 8.25 The successful bidder/s shall provide the details of the BCAs along with their recent photograph to the respective Bank Branches.
- 8.26 The Bidders shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities preferably from the locality of KIOSK/SSA.
- 8.27 Bidders shall be required to provide well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc.
- 8.28 Before engagement of New BCAs, the successful bidder/s should submit Reference from two persons of that area known to the bank
- 8.29 No right to employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors, etc. of the successful bidder/s for any assignment under this project.
- 8.30 The successful bidder/s shall involve designated officials of the Bank, preferably Base branch in -charge, in selection process of BC agents.
- 8.31 It is the responsibility of Service Provider to make all BCAs to pass the BC/BF exam conducted by IIBF
- 8.32 and SP should provide the IIBF certificate of all BCs to Bank within 6 months of appointment of BCAs as stipulated by RBI.

9. Micro ATMs

- a) Bank will provide the Micro ATMs for the existing BCAs (approximately 310), however, it is the responsibility of the Service Provider to maintain these devices and to provide the new devices for all BCAs time to time.
- b) It is the responsibility of the Service Provider to meet all the device level statutory compliances.
- c) All Services stipulated hereunder shall be provided by the CBCs/SPs through their FBC to the customers solely through the Micro ATM and the CBC/SPs or their FBC

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

shall not in any circumstance undertake any off-line transactions. In the event the CBC/SPs or their FBC 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 will not be deemed to be acting on or behalf of the Bank in any manner whatsoever.

10. COMPLIANCE REQUIREMENTS

- 10.1 The entire activity under this solution would be guided by and conform to policies & guidelines of the Bank, GOI, RBI, NABARD, NPCI, UIDAI, IDRBT, IBA, State Govt/s and other regulatory guidelines.
- 10.2 Bidder will have to qualify and render banking and financial services as entrusted by the Bank under BC model at designated locations to all customers of Saptagiri Grameena Bank, duly complying with Bank, RBI, IDRBT, IBA, NPCI, UIDAI, NABARD, GOI, State Govt. guidelines and other regulatory guidelines.
- 10.3 Service management process based-on ITIL standards.
- 10.4 Bidder should ensure the device hardening and Hardware devices should be complied with guidelines issued by CERT-IN, UIDAI, NPCI & IBA etc.
- 10.5 The business practices, processes adopted for rendering services, maintenance of records, accounting norms & procedures etc. for Banking and Financial services shall conform to the extant Regulatory and legal framework in this regard as well as the policies and guidelines issued by the Bank.
- 10.6 Customers enrolled under the project shall comply with "Know Your Customer" norms as stipulated by the Bank/RBI for the time being.
- 10.7 The successful bidder shall ensure that in addition to security features - as stipulated by the Bank from time to time - deployed in the technology, controls and operational procedures should ensure protection of the bank from loss, disclosure or frauds.
- 10.8 The successful bidder shall indemnify the Bank from transaction risk (due to hardware/software error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.).
- 10.9 The successful bidder shall indemnify the Bank and hold the bank harmless against loss or liability, claims actions or proceedings if any, that may arise through the action of its employees, agents, contractors, etc.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- 10.10 The successful bidder shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- 10.11 The successful bidder shall maintain adequate documentation, records, audit trails, etc. and cooperate with the RBI/Bank's internal audit teams, regulatory authorities and third -party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of the bidder and other consortium members.
- 10.12 Financial Exposures & Performance risks from third -party service providers under the project would be regulated and mitigated through Financial Guarantees, Collateral Securities, etc. based on risk perception of the Bank.

11. ENROLLMENT OF CUSTOMERS

- 11.1 Bidder shall enroll customers to various products using the same solution. Customers may enroll themselves for several products simultaneously or to different products at different points-in- time. The Bidder should undertake enrollment to each of the products (as may be required by the Bank) as per the customers' choice and Bank' s policy.
- 11.2 Every customer in the target group will have at least a savings bank account. Other schemes & banking products would also be offered to customers of target-group based on the policy of the bank.
- 11.3 Bank will entrust the process of enrollment to the Bidder. Bidder may engage his representatives to carry out the operations duly complying with Bank's norm and other associated norms of GOI/RBI/UIDAI/IDRBT/IBA/legal guidelines.
- 11.4 Due care and security should be accorded to all the related physical documents.
- 11.5 Bidder shall also ensure that the Business Correspondent Agents are frequently trained and kept updated with bank' s new schemes, policies, etc as may be required to discharge their roles and serve the target- customers.
- 11.6 Bidder would also ensure that required supplies of stationery and other consumables are made available with Business Correspondent Agents for uninterrupted operations.
- 11.7 Bidder may be required to enroll the customer on production of documentary evidence/support that RBI or the Bank may prescribe duly complying with customer due- diligence (including Know-Your-Customer requirements).

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

11.8 The physical documents and application form will be delivered at the designated location of the Bank Branch within three working days and acknowledge the same.

12. SCOPE OF BASIC BANKING PRODUCTS & SERVICES TO BE OFFERED

12.1 ACCOUNT OPENING/PRODUCT REGISTRATION AND ACTIVATION

General

- 12.1.1. Every customer Account shall be opened in the banking system after all the mandatory information about the applicant/customer has been captured.
- 12.1.2. Hardware System should be capable of handling all Registrations and deregistration (subsequent to initial enrolment, card-personalization and delivery) for additional schemes/products & services at the BCO or at branch level as decided by the bank for each of the schemes/products & services.
- 12.1.3. However, the account/scheme/product/service will be activated only after fulfilling the stipulations given by the Bank.
- 12.1.4. The scheme/product or service may require authorization by Bank's official before it becomes operational.
- 12.1.5. The front-end systems along with the personnel handling the process should be capable of enforcing all the controls required by the Bank.

12.2 Customer Operations

- 12.2.1. The customers will carry out available banking transactions through the BCA in the BCO.
- 12.2.2. Mode of transactions is online.
- 12.2.3. The solution shall have parameterized control to set online at each card-level /account-level/ transaction-type level/ transaction value-level or a combination thereof.
- 12.2.4. A customer may have multiple accounts/services linked to the same.
- 12.2.5. The services availed by the customers may vary.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

12.2.6. Currently limited products/services are offered by the Bank through BC channel. Bank may extend/with draw additional Products/services in future to be rolled out in BC channel.

12.2.7. The Successful Bidder would obtain application/enrollment forms for other permitted schemes like loans, insurance etc., or any other product/services introduced by the Bank from time to time, as & when they are offered by the Bank/subscribed by the customers.

12.3 Customer Account Operations

12.3.1 Customers who wish to receive Banking & Financial/other services may approach the authorized representative of the Bidder, the BCA. Customer may carry out AEPS, RuPay card based financial & non-financial transactions.

12.3.2 The identity of the customers has to be ensured by the BCA.

12.3.3 BCA may verify additional details of the customer if stipulated by the Bank.

12.3.4 Customer is permitted to transact in online mode only through the Micro-ATM/TAB at BC locations.

12.3.5 The requested transaction is put through only if the conditions stipulated by the bank are met.

12.3.6 The successful cash transaction is concluded by payment of cash or receipt of cash by BCA depending on whether the transaction is a withdrawal or a receipt.

12.3.7 Further, each customer will be permitted only certain number of transactions and within a maximum limit prescribed by the Bank for each category for a given period.

12.3.8 These stipulations will be parameterized at front end system level and such details will be furnished to the successful bidder by the Bank.

12.3.9 Receipts will be printed for each transaction. That receipts should be handed over to customer by obtaining acknowledgment.

12.3.10 Each transaction will have a unique reference number for the Bank and the same would also be printed on every receipt.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

12.3.11 All transactions are to be duly noted in a register and it has to be preserved securely for future reference for time -periods stipulated by the Bank.

12.3.12 The receipts and statements should be in English/vernacular language as may be stipulated by the Bank.

12.4. Operations at BC Outlet (BCO)– Kiosks

12.4.1. The Successful Bidder will be responsible for physical custody and upkeep of the systems/devices provided for front -end operations.

12.4.2. The Successful Bidder would also be responsible for cash and accounting of transactions, maintenance of record relating to receipt/issuance/lost cards, requests for issue of new cards, receipts of transactions, details of exceptional transactions, etc.

12.4.3. Cash replenishment & cash usage transactions should be recorded in the front-end terminal through which the transactions are to be effected.

12.4.4. The Successful Bidder should take a printout of the Opening Balance of Cash, Closing Balance of Cash and the list of all transactions in between.

12.4.5 Business Correspondent Agent (BCA) activities

Provide transaction facility (within limits fixed) like:

- a) Customer account opening
- b) Cash Deposit
- c) Cash Withdrawal
- d) Fund transfer within bank
- e) Mini statement
- f) Passbook Printing (if introduced in future)
- g) Account balance inquiry
- h) Loan Repayment
- i) Aadhaar Enabled Payment System (AEPS – ON US and Off US)
- j) E-KYC facility for account opening
- k) NEFT (if introduced in future)
- l) IMPS (Immediate Mobile Payment System) (if introduced in future)
- m) Enrolment of Social Security Schemes: PMJJBY, PMSBY, APY.
- n) Third party financial products. (if introduced in future presently agent shall perform offline enrolments)**
- o) Opening and/or renewal of small value RD/FD.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- p) Aadhaar Seeding & authentication, using biometric authentication from BC locations.
- q) Account opening and transaction handling supporting fingerprint authentication of all the authorized members for Self Help Group.
- r) Pension payments (if introduced in future)
- s) Lodge & Track complaints (if introduced in future)
- t) Pensioner's life certificate updation (Jeevan Praman) (if introduced in future)
- u) Block Debit Card (if introduced in future)
- v) Apply for Rupay Card (if introduced in future)
- w) Apply for SMS alert, e-Mail statement (if introduced in future)
- x) Request for new Cheque Book, St op payment, Cheque status enquiry. (if introduced in future)
- y) Lead generation on Liability/Assets & Third-Party Products (if introduced in future)

12.4.6. Other activities

- a) Identification of borrowers and classification of activities as per bank's requirements.
- b) Creating awareness about savings and other channels/digital products offered by the Bank and education or advice on managing money & debt counselling.
- c) Preliminary scrutiny of data and submission of applications to the Bank for its review.
- d) Promotion, nurturing, monitoring and handholding of Self-Help Groups and/or Joint Liability Groups and/or Micro Credit Groups and others.
- e) Facilitating the repayment of dues owed to the Bank by its customers/guarantors.
- f) REMITTANCE SERVICES: Customer should be able to remit funds and receive funds using the front -end system with the agent.
- g) OTHER PRODUCTS AND SERVICES: Bank would share the product brochures for other products and services that would be extended through this channel to the successful bidder.
- h) The responsibility of training & dissemination of product information to BCA lies with the bidder. In future, if any new products/services are introduced the Bank would share the operational guidelines separately.

12.4.7. Cash Management

The Successful Bidder will be solely responsible for the cash management. Micro-ATM/TAB insurance for Cash held at BCO/KIOSKs and cash in transit to be obtained and the policy/proof is to be submitted to the Bank.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

13. FUNCTIONAL REQUIREMENTS

- 13.1. The authentication of transactions would be through matching the biometrics/fresh sample of fingerprint with UIDAI server or remote authentication server and authentication using the CARD based system (PIN)
- 13.2. The customers should be able to perform selected banking transactions through authorized representatives of the successful bidder. Enabled with interconnectivity, these representatives of the successful bidder will extend banking & financial services on behalf of the Bank to its customers at their (customers') respective locations/ villages/habitats during the time window and at the frequency stipulated by the Bank.
- 13.3. Persons/entities deployed by the successful bidder/s as BCAs for extending banking and financial services on behalf of the bank shall conform to Bank/ RBI/ UIDAI/ IDRBT/ NABARD/ GOI/state Govt. guidelines.
- 13.4. The successful bidder/s shall ensure that the project has sufficient human resources which shall be able to support deposit taking, lending, account management, financial literacy & advice, remittances, electronic benefit payments/transfer, etc.

14. ELIGIBLE ENTITIES AND GENERAL GUIDELINES

The successful bidder would be required to appoint from among the following as BCA. This list would be revised from time to time based on Reserve Bank of India directives.

1. Post Offices.
2. Retired Bank employees.
3. Ex-Service men.
4. Retired Govt. Employees.
5. Individual owners of kirana / medical/fair price shop owners.
6. Individual Public Call Office (PCO) operators.
7. Agents of small savings schemes of Government of India/ Insurance Companies
8. Individual who own petrol pumps.
9. Retired teachers.
10. Authorized functionaries of well-run Self Help Groups (SHGs) linked to banks.
11. Individual members of Farmer's Clubs.
12. Individual operators of Rural Multipurpose kiosks/ Village Knowledge Centers.
13. Individuals/ proprietors/ owners who manage Agri Clinics / Agri Business Centers.

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

14. Retired Post Masters.
15. Individuals such as auto dealers, tractor dealers and FMCG stockists.
16. Insurance agents including agents of private insurance companies (IRDA certified) and postal agents.
17. Individuals operating Common Services Centers (CSCs) established by Service Centre Agencies (SCAs) under the National e -Governance Plan (NeGP).
18. Any other individual considered suitable by the bank.
19. Identified BCs and BCAs should not have been defaulters to any financial institution.
20. Identified BCAs should not have been blacklisted by any bank in the last two years for deficiency of service.
21. The identified BCAs should be certified by IIBF or similar agencies approved by IBA/Bank.

While appointing Business Correspondent Agents (BCAs), following general guidelines should be followed by CBC:

- a. It is better to appoint an existing entrepreneur as BCA so that it is an additional income to him/her. This will improve the viability of BC Business Model.
- b. While approving location of BCO, the place should be such that it is easily accessible and be preferably the place of weekly local 'Haats'.

15. STANDARD OPERATING PROCEDURE (SOP) FOR CBC

15.1 Logistics at the BC /Business correspondent outlets/KIOSKs

- 15.1.1 Display of signage as approved by the Bank.
- 15.1.2 Display of Phone numbers of Help line, Bank officials (link Branch/ Regional Office)
- 15.1.3 Display of BCa certificate as an authorized Bank's BCA.
- 15.1.4 The BCA shall also be issued identity card along with Photograph with Unique personal identification Number (Preferably Terminal ID allotted to the BCA by Bank) and name & address printed on it by the CBC.
- 15.1.5 The identity card shall be required at the time of transaction/ remittance.
- 15.1.6 Ensure availability of required Stationery – Account opening forms, loan application forms, checklists, publicity materials / pamphlets job cards for

banking products.

15.2 Maintenance of Registers

BC should ensure the following Registers are maintained at BCA location and to be preserved, with data security, for a period of 8 Years.

- 15.2.1.** Records of customers enrolled;
- 15.2.2.** Account opening forms sent to link branch;
- 15.2.3.** Account opening forms pending to be sent;
- 15.2.4.** Customer contact register;
- 15.2.5.** Financial Transaction Register along with customer signature;
- 15.2.6.** Applications movement register;
- 15.2.7.** Visitors/Bank officials visit register.
- 15.2.8.** Name of grievance redressal official and contact No. to be displayed;
- 15.2.9.** Ensure provision like Cash box, almirah for safe upkeep of finger print scanner / device etc. and other stationery registers;
- 15.2.10.** List of Do's and Don'ts for customers to be displayed;
- 15.2.11.** Registers for Hardware/Software;
- 15.2.12.** Register for AMC details;
- 15.2.13.** Complaints register.

15.3 Image building and trust:

- 15.3.1.** BCAs to create awareness about the channel and any other products of the Bank among the public in the area of operation.
- 15.3.2.** BCAs to market the banking products and ensure a pull for the customers in the area of operation.
- 15.3.3.** CBCs to do due diligence for BCA selection.
- 15.3.4.** Arrange for training of BCAs.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

15.4. Technical Requirement

- 15.4.1. Safe upkeep of front-end device viz. MICRO-ATM/TAB device, Pin-pad device, Biometric scanner, thermal printer, Passbook printer etc.
- 15.4.2. Maintaining help line number of technology / device provider.
- 15.4.3. Downloading the updated versions of the front-end applications.
- 15.4.4. Keeping the PIN / BCA cards secret to obviate any possibility of unauthorized use of the technology device.

15.5 Operational Requirement

- 15.5.1 Approval from the Bank for establishing a BCO at any centre.
- 15.5.2 Account opening form filling up and obtaining required KYC documents / photograph of the customer.
- 15.5.3 Enrollment of the customer as per the process approved by bank.
- 15.5.4 Co-ordinating with link branches to expedite verification and activation of account.
- 15.5.5 Distribution/delivery of card / activation of the card & CBS account number to the customers after account creation and activation in the bank's CBS.
- 15.5.6 Maintaining secrecy about customer account information.
- 15.5.7 Maintenance of sufficient balance in the BCA settlement account to support customer transactions and fund settlement with the bank.
- 15.5.8 Increase of BCA electronic threshold limits to ensure continuity in customer services as per bank's requirement.
- 15.5.9 Arrange for availability of sufficient cash at BCO.
- 15.5.10 CBC will ensure replenishing / collection of surplus cash from the BCO.
- 15.5.11 CBC will ensure regular payment of remunerations to the BCAs.
- 15.5.12 CBC will ensure availability of consumables like printing paper, ribbon etc. at the BCO.
- 15.5.13 CBC to ensure issuance of front-end system generated receipt to the customers on successful transaction.
- 15.5.14 To define dispute resolution mechanism.
- 15.5.15 Forwarding any feedback / complaint received from the customers to the bank.
- 15.5.16 Risk mitigation process in operations.
- 15.5.17 Arranging insurance for cash and devices at the BCO.
- 15.5.18 In case of temporary / permanent termination of BCA at any outlet, CBC to make alternate arrangement to ensure continuity of banking services to the customers within 15 days. A penalty of Rs.1000/- per day for the

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

period beyond the permitted time line will be levied subject to a maximum penalty of Rs 10,000/ - per month till the BCA location is functional.

- 15.5.19 BCA shall function for minimum 4 hours at Kiosks apart from visiting the field for Mobile BC activity failing which it will be treated as the BCA is absent for the day.
- 15.5.20 The weekly / public holidays of Kiosks shall be as applicable to the base branch.

15.6 Legal Requirement

- 15.6.1 The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- 15.6.2 Successful bidder/Service Provider shall be the principal employer of the employees, BCAs, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, BCAs, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.
- 15.6.3 Persons / BCAs engaged by CBC are not the employees of the bank and the bank shall not be responsible in any manner for payment of

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

wage remuneration nor payment for PF, EPF due to such persons. The Successful bidder has to submit necessary details of all the outsourced employees for any type of services engaged either through contractors or directly whenever required by the Bank. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted on the Bank's request. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the Electronic Challan cum Return (ECR) should be submitted on the Bank's request.

15.6.4 Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts & records including Hardware provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard

15.6.5 The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.

15.6.6 Any publicity by the bidder in which the name or logo of the Bank is to be used, will be done only with the explicit prior written permission of the Bank.

15.6.7 The Hardware/ furniture /fittings/cash on hand and cash in transit are to be insured by the bidder against all risks of loss or damages.

16. OTHER PRODUCTS AND SERVICES:

Bank would share the product brochures or other products and services that would be extended through this channel to the successful bidder. The responsibility of training & dissemination of product information to BCA lies with the bidder.

17. Human Resource Requirement:

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

17.1. The successful bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities **preferably from the**

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

locality of KIOSK/SSA.

- 17.2. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring & operational support to the intermediary network of agents, etc. as part of the solution/service.
- 17.3. Bidder shall confirm that every person deployed by them on the project have to submit Police verification certificate/Police verification acknowledgement copy prior to their engagement. Wherever police verification acknowledgement copy is taken, the police verification certificate should be submitted within 60 days from the date of Acknowledgement slip. Bank shall have the right to remove such deployed person where Police verification certificate is not submitted within stipulated time.
- 17.4. The successful bidder shall deploy one supervisor referred to as BC Supervisor (BCS) for every **35** BCAs within 30 days from the issue of work order. Non-compliance shall be treated as breach of Service Level Agreement.
- 17.5. In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within the time limit stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.
- 17.6. No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- 17.7. The Bidder shall extend all of the outsourced banking & financial services by deploying such personal who has high integrity and meet the qualifications & other criteria stipulated by the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.
- 17.8. Further in case of any penalty or punitive action by RBI, NPCI or any other statutory authority in the matter will be the responsibility of the SP and any

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

claim by the Bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 1% per month or part thereof will be payable.

- 17.9. The Service Provider should not collect non-refundable deposits from BCAs.
- 17.10. The Service Provider should not, in any way, convey to the BCAs that they can claim jobs with the bank on account of becoming BCA. In this regard, a suitable clause should be included in the agreement entered between Service Provider & BCA.
- 17.11. Service Provider will enter into a comprehensive agreement with BCA. A draft of such agreement is to be submitted along with the Bid proposal. Any suggestion given by the bank should be incorporated in the BCA agreement.
- 17.12. If the BCA is engaged as a recovery agent /Business facilitator by the bank, bank will enter into separate agreement with the bidder . In such case all payment towards the Business facilitator activity will be paid to the BCA.
- 17.13. Each agent must perform minimum 300 eligible financial transactions and 5 APYs per month. If non -performance continues for 3 months, Bank may ask to change the agent without any cost to Bank.
- 17.14. In the case of failure on the part of the SP to open KIOSK /mobile BC (MICRO-ATM/TAB) at any allotted centers a penalty of Rs. 1000/ - per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs.10,000/- per month till the establishment of the centers. Bank also reserves its right to offer the centre/s to other bidders/service provider solely at its discretion.
- 17.15. Without prejudice to the bank's right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the BCO for any reason, beyond 15 (Fifteen) working days continuously, a penalty @ Rs. 1000/ - per day (from the 16th day onwards) may be levied for each of the Business correspondent outlet with a maximum of Rs 10000/- per month per centre. The penalty will come into force after three months from the date of activation of BCO and will be levied on Service Provider.
- 17.16. The Bidder shall confirm that, every person engaged by them should not undertake MICRO-ATM/TAB based transactions within the Branch vicinity with a radius of 90 meters from the Branch premises. If any such incident of BCA working within Branch vicinity is found, a penalty of

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Rs. 5,000/-per instance shall be levied.

18. MANAGEMENT INFORMATION SYSTEM:

- 18.1 The Bank will provide Daily MIS received from our TSP for effective monitoring of BCA activity.
- 18.2 The bidder shall put in place a mechanism to the BCAs to whom the work is intended to.
- 18.3 Bidder shall assist the bank in defining exceptional transactions and monitor all such exceptional transactions
- 18.4 It should also be possible to centrally monitor and obtain reports on cash movement, cash balances, cash payments, etc at each of the front- end functionaries in consultation with the Bank and TSP.
- 18.5 It will be the responsibility of the CBC to analyse all transactions performed by BCAs and to arrive

19. PAYMENT TERMS:

- 19.1. Payment will be made by the Bank on monthly basis in arrears on aggregated basis within 30 days on submission of original invoices by the Service Provider duly countersigned by authorized signatory after deducting applicable penalties and TDS, if any. Payment will be made for the enrolments completed in all respects i.e. demographic data, photo and biometrics with CBS account number. Payment for transactions will be done for all the transactions excluding accommodative transactions. No payment will be done for balance enquiry and mini statment.
- 19.2. The Service Provider is eligible for fixed & variable charges stipulated as under:

| Parameter | Commission payable | |
|--|---|------------------------|
| Fixed Remuneration for BCAs | 2500/- (minimum 300 transactions and 5 APY enrolments) per month. No attendance criteria * Split transaction will be deducted from total transactions. | |
| Onus Cash Deposit (AePS & TPD) /Withdrawal (AePS & RuPAY) AEPS Offus Cash Deposit / Withdrawal. | 1. 1 to 300 | Rs.3/- per transaction |
| | 2. 1 to 750 | Rs.4/- per transaction |
| | 3. 1 to >750 **Split transaction will be deducted | RS.5/- per transaction |

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

| | | |
|--|--|--|
| AEPS Fund Transfer Term loan Repayment | from total transactions. | |
| New APY | Rs.60/- | |
| APY persistency | Rs.10/-on yearly persistency | |
| Parameter | Commission payable | |
| Transport charges | Rs.200/-pm (BCA shall perform minimum 100 transactions) | |
| Mobile Recharge | Rs.215/- pm (BCA shall perform minimum 100 transactions) | |
| Paper roll | Rs.30/- per roll. (1 paper roll per 70 transactions) | |
| KCC account canvassing | Rs.25/- | |
| New SB Account Enrolment | Rs.10/- | |
| New FD a/c Enrolment | Rs.15/- | |
| New RD a/c Enrolment | Rs.10/- | |
| New PMJJBY | Pro-rata basis 7/-, 15/-, 22.5/-,30/- | |
| New PMSBY | Rs.1/- | |
| Canvassing loan and filling loan application | Rs.25/- | |
| Recovery of NPA | SS-0.5% of recovered amt with max ceiling of 90/-. D1 & D2- 5% of recovered amt with max ceiling of 2500/-. D3 & LA- 10% of recovered amount with max ceiling of 2500/-. (The total amt will be credited to BCA) | |
| Loan/ Recovery notice issuance | 10/-. | |
| Aadhar Mandate collection | Rs.5/- | |
| ATM Card issue and enabling at branch. | Rs.5/- and Rs.10/- respectively. | |

*No charges relating to fixed deposit/recurring deposit opening will be paid if the fixed deposit amount is divided and separate accounts are maintained for the sake of remuneration.

Note:

- 1) The above rates are inclusive of all taxes & charges other than GST.
- 2) The fixed charges, cash handling & other variable charges to be shared between BCA and Service Provider at **80:20** ratio.
- 3) The fixed charges will be paid to the BCA, wherein the BCA should be active as under:

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

BCA should dome minimum 300 transactions
 BCA should done minimum 5APYs during the month

- 4) The following transactions will be **IN-ELIGIBLE** for calculation of fixed, Variable charges.

Cash Transactions:

- ✓ If the sum of credits/debits in to an account is equal to sum of debits/credits in a particular day. In this case, all the transactions shall be treated as IN ELIGIBLE transactions.
- ✓ If the BCA has performed transactions (debit/credit) to his/her own account, then all those transactions shall be treated as IN ELIGIBLE transactions.
- ✓ Suppose if a customer has performed a credit/debit transaction in his/her account on a particular day and if the same customer has debited/credited from those accounts on the same day, then the lower of the transaction amount shall be treated as IN ELIGIBLE transaction.
- ✓ Suppose if a customer has performed multiple credit/debit transaction in his/her account on a particular day and if the same customer has multiple debit/credit from those accounts on the same day, then the sum of the lower of the transaction amount (Credit/debit) shall be treated as IN ELIGIBLE transaction.
- ✓ Suppose if a customer has performed a credit/debit transaction in his/her account and if the same amount is debited/credited from that accounts on the next day in a single/multiple transaction , then the 1st initiated transaction shall be treated as IN ELIGIBLE transaction.
- ✓ Suppose if a customer has performed a debit/credit transaction in his/her account and if the same customer has performed transaction on the next day for a different amount in a single/multiple transaction , then the lower of the amounts shall be treated as IN ELIGIBLE transaction.
- ✓ Suppose if a customer has performed credit/debit transaction for different amount in his/her account and if the same customer has debited/credited into his/her account on the next day in a single/multiple transaction , then the transactions in first initiated transactions shall be treated as IN ELIGIBLE transactions.

Fund Transfer:

- ✓ If there is BCA account in either remitter side (or) beneficiary side, then all

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

those transactions shall be treated as IN ELIGIBLE transactions.

- ✓ If X has remitted amount to Y on a day and if Y has remitted amount to X on the same day (Irrespective of amount) then both the transactions shall be treated as IN ELIGIBLE transactions.
- ✓ If there is more than one fund transfer transaction from an account to the same beneficiary account in a single day, then one transaction shall be treated as genuine and remaining transactions shall be treated as IN ELIGIBLE transactions.
- ✓ If X has remitted to Y on a day and if Y has remitted amount to X on the next day, then the first initiated transaction shall be treated as IN ELIGIBLE transactions.
- ✓ The gross amount less TDS will be credited to the CBC Account maintained in our Bank.
- ✓ Other services and products not included above will be added from time to time with mutual consent as per Bank/RBI/Government guidelines.
- ✓ Bank has the right to delete/modify any stipulations mentioned above and also stipulate such other conditions with due notice to CBC.
- ✓ Bank has the right to delete/modify any activity that can be extended through the BC, with due notice to the CBC.

Cap on Business/Commission: Reserve Bank has expressly prohibited sourcing of Bulk deposits, NRE/NRO FCNRB deposits, and deposits from Public Sector Companies/Government Departments by this channel.

19.3. Service Provider shall be solely liable & responsible for compliance of applicable Labor 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.

20. REVIEW AND MONITORING MECHANISM:

20.1. Bank will evaluate the Bidder on an ongoing basis and may take a suitable decision for continuation/ termination / expansion of contracted services based on the Annexure XI.

20.2. The project shall conform to Bank's policies and would be subject to Internal and External audits. The Bidder is required to extend all necessary co-operations to facilitate audit process.

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

- 20.3. Bidder shall have adequate audit controls and track normal and exceptional transactions.
- 20.4. Bank will utilize the services of internal or external auditors for ensuring proper operations by Bidders.
- 20.5. Bank may also arrange for a random verification of enrollment/ payments, card-personalization, etc. for better control.

BID PROCESS

21. Clarification to RFP and Pre-Bid Queries:

- 21.1. The bidder should carefully examine and understand the specifications, terms & conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Annexure XV.
- 21.2. All communications regarding points requiring clarifications and any doubts shall be addressed to **fi@srgbank.in** by the intending bidders **before 10:00 AM on 02/05/2024**.
- 21.3. No queries will be entertained from the bidders after the above date and time.
- 21.4. The Bank may consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (**www.saptagirigrameenabank.in**) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 21.5. No oral or individual consultation will be entertained.

22. Pre-Bid meeting:

- 22.1. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

| Date | Day | Time | Mode of Pre-Bid meeting |
|-----------|----------|--------|-------------------------|
| 02.05.202 | Thursday | 3.30pm | offline |

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow **only ONE representative** from each Bidder to participate in the pre-bid meeting.

- 22.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- 22.3. Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- 22.4. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

23. Amendment to Bidding Document:

- 23.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 23.2. Notification of amendments will be made available on the Bank's website only (www.saptagirigrameenabank.in) and will be binding on all bidders and no separate communication will be issued in this regard.
- 23.3 In order to allow prospective bidders to take the amendment into account in preparing their bids, the Bank at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

24. Bid System Offer:

- 24.1. The offer will be Technical only for empanelment of CBCs. Bank has its approved Commercials applicable equally to all CBCs. Bid must be submitted before the scheduled time giving full particulars, addressed to the **General Manager, Saptagiri Grameena Bank, Head Office, 19/565-11, sai yashus, opp Venkateswara theatre, Chittoor-517002, Andhra Pradesh.** and duly super-scribed '**Empanelment of Corporate Business Correspondents Entity**'. Bid offer should also indicate name, address and contact number of the bidder submitting the offer. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are received after the said date and time shall not be considered.
- 24.2. The offers should be sent through courier/post so as to reach at the given address before the stipulated date and time. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.
- 24.3. No separate communication will be sent to the unsuccessful bidders at any stage.

25. Preparation of Bids:

- 25.1. The Bid shall be typed or written in English language in Arial font style with font size of 12 in indelible ink and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- 25.2. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection.
- 25.3. Authorization letter/ Board Resolution for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

25.4. Technical Proposal:

- 25.4.1. Technical Proposal should be submitted as per the format as per Annexure II to XIV. Relevant technical details and documentation should be provided along with Technical Proposal. It should not contain any price

information.

- 25.4.2. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 25.4.3. In case of any contravention of technical specification detected at any stage which is not explained to the satisfaction of the Bank, the technical specifications elaborated in RFP shall prevail and the bidder shall be considered as disqualified.
- 25.4.4. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 25.4.5. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- 25.4.6. The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure II to XIV.
- 25.4.7. The corrections/alterations, if any should be authenticated. In case of the corrections/alteration not properly authenticated, the offer may be liable for rejection.

26. Documentation:

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use.

Erasures or Alterations:

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

27. Assumptions/Presumptions/Modifications:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

28. Bid Opening:

28.1 The Technical Proposal shall be opened in **physical** presence of the attending Bidder's representative/s as scheduled in the RFP and/or its amendment to this RFP.

28.2 Bid Opening will be held offline and participant's/Bidder's representative/s are to attend the meeting at SGB, Head Office, Chittoor.

28.3 Bidder should carry authorization letter and valid ID card of the participant.

28.4 Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.

28.5 The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 10.00 AM on the next working day and bids will be opened at 3:00 PM at the same venue on the same day.

28.6 The following details will be announced at the time of bid opening.

28.6.1. Name of the Bidders.

28.6.2. Presence or absence of cost of the Bidding document and Bid security.

28.6.3. Such other details as the Bank at its discretion may consider appropriate.

28.7. If any of the bidders or all bidders who has submitted the tender are not

present during the specified date & time of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of Technical Bid in their absence.

SELECTION OF BIDDER

29. Preliminary Scrutiny:

- 29.1. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, items are offered as per RFP requirements and technical documentation as required to evaluate the offer has been submitted.
- 29.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms & conditions, scope of work, technical specifications and bidding document is submitted without any deviations.

30. Clarification of Offers:

- 30.1. During the process of scrutiny, evaluation and comparison, the Bank may, at its discretion, seek clarifications from all the bidders /any of the bidders on the Bid submitted by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 30.2. The Bank may, at its discretion, waive any minor non -conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final. The waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

31. Evaluation of Technical Bids:

- 31.1. The Bank will evaluate the bid submitted by the bidders under this RFP. The Technical Proposal submitted by the bidder will be evaluated based on Technical Evaluation Criteria defined in this RFP.
- 31.2. The Bid will be evaluated by a Committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for

evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

- 31.3. Those Bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be shortlisted.
- 31.4. Bank will prepare a list of Bidders based on evaluation by a Committee of the Bank. The short-listing will be based on various parameters such as compliance with pre-qualification criteria as per terms of the tender documents, functional fit of the solution to the requirements of the Bank, responses, past experience, site-visits (if deemed necessary), presentations, technology, etc. in addition to technical compliance of the solution offered by the bidder vis -à-vis the technical specifications given in the technical bid forms.
- 31.5. The Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- 31.6. Bank reserves right to call for a presentation on the features etc., from the short listed Bidders based on the technical bids submitted to make an evaluation.
- 31.7. Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live sites of the Bidder and witness demos of the system and verify functionalities, response times, etc.
- 31.8. Technical evaluation will take into consideration, the capability of the bidder to implement the proposed solution.
- 31.9. The bank may use the services of external consultants for bid evaluation, if required.
- 31.10. Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.
- 31.11. Bank reserves the right to cancel the bidding process for any or some or all

the Districts for which the RFP is floated at the sole discretion of the Bank.

32. Bidders Presentation /Site Visits / Product Demonstration/POC

- 32.1. Bidders are required to prepare for making necessary presentations as a part of the final evaluation in accordance with the responses given for the identified requirements any time after the last date for submission of bids.
- 32.2. Bidders are further required to be prepared to demonstrate the proposed solution by arranging for a product walk -through at their own installations/ principals/R&D labs duly meeting the specific requirements/ issues raised by Bank. Bank may at its discretion as a part of the evaluation of the technical bid may request either all bidders or any of them to arrange for this demonstration of their product more than once if felt necessary before opening commercial bid.
- 32.3. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank may bear the travelling, boarding and lodging expenses related to its own personnel and Consultants.
- 32.4. Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.
- 32.5. Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features & performance to Bank at their own cost.

33. Technical Evaluation Criteria:

- 33.1. The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:
 - 33.1.1. Compliance of terms and conditions stipulated in Clause 3 & its sub clause of RFP duly supported by documentary evidence called for therein.
 - 33.1.2. Submission of duly signed Annexure – II to XIV along with documentary evidence of the RFP.
 - 33.1.3. Status of Compliance of terms and conditions as per Annexure XI of this RFP.
 - 33.1.4. Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

33.1.5. Technical scores shall be granted based on the criteria mentioned in the RFP.

34. Technical Evaluation and Assessment Matrix for on-boarding of CBCs

| S. No | Parameter | Documents required | Maximum Marks | Bidder Score |
|-------|--|--|---------------|--------------|
| 1 | Entity Status (Constitution) <ul style="list-style-type: none"> PSU/ Public Limited (08 Marks) Private Limited (06 Marks) Others (04 Marks) | Legal Document | 08 | |
| 2 | Net-worth as on 31.03.2023 <ul style="list-style-type: none"> Above 35.00 Cr (12 Marks) 25.01 Cr to 35.00 Cr (9 marks) 15.01 Cr to 25.00 Cr (08 Marks) 5.01 Cr to 15.00 Cr (05 Marks) 0.00Cr to 05.00 Cr (03 Marks) | Audited Balance Sheet along with Auditor Certificate with UDIN | 12 | |
| 3 | ISO 9001 /27001 <ul style="list-style-type: none"> ISO 9001&27001 (10 Marks) ISO27001 (07 Marks) ISO 9001 (04 Marks) | ISO Certificate | 10 | |
| 4 | Business Correspondent Agents engaged in PSB/RRB in India <ul style="list-style-type: none"> Above 12000 4 5 (16 Marks) 9001 to 12000 (12 Marks) 6001 to 9000 (08 Marks) 3000 to 6000 (05 Marks) Less than 3000 (03 Marks) | Bank Letter from PSB / RRB | 16 | |
| 5 | Tie up with PSBs/RRBs in India <ul style="list-style-type: none"> Above 9 (14 marks) 7 to 9 (12 marks) 5 to 7 (09 marks) 3 to 5 (06 marks) Less than 3 (03 Marks) | Bank Letter from PSB / RRB | 14 | |

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

| | | | | |
|---|---|----------------------------|----|--|
| 6 | States & Union Territories Covered in PSB/RRB in India <ul style="list-style-type: none"> • Above 25 (14 Marks) • 21 to 25 (12 marks) • 16 to 20 (09 marks) • 9 to 15 (06 marks) • Less than 9 (03 Marks) | Bank Letter from PSB / RRB | 14 | |
| 7 | Percentage of Women engaged as BCA in PSB/RRB in India (Women BCA/Total BCA *100) <ul style="list-style-type: none"> • Above 40% (12 Marks) • 30.01% - 40.00% (09 Marks) • 20.01 % - 30.00 % (06 Marks) • 9.00% - 20.00 % (03 Marks) • Less than 9.00% (02 Mark) | Bank Letter from PSB / RRB | 12 | |
| 8 | Average Active BCA Percentage Per Month during Jan'24, Feb'24 &Mar'24 in PSB/RRB in India {{(Active BCAs in Jan'24+ Feb'24+ Mar'24)/3} / No of BCAs} *100 <ul style="list-style-type: none"> ▪ Above 98 % (14 Marks) ▪ 96.01 % – 98.00 % (12 Marks) ▪ 94.01 % - 96.00% (09 Marks) ▪ 92.01 % - 94.00% (06 Marks) ▪ 90.00 % - 92.00% (03 Marks) ▪ Less than 90.00 % (02Marks) <p>(Active BCA means a BCA who has done at least one financial transaction during a month)</p> | Bank Letter From PSB / RRB | 14 | |

Note:

1. Bidders to submit relevant documents in support from their respective Banks of their position under all the above parameters.
2. If any bidder has not submitted any of the above documentary proof for evaluation of score, such parameter will be treated as “0”

Bidders shall submit proof of document for criteria detailed above. It shall be the responsibility of the bidders to submit relevant proof of document. Scoring shall be done based on the documents submitted along with the technical bid and no further

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

correspondence shall be sent in this regard. The total marks scored in the technical evaluation shall be informed to the participating bidders. Decision of the Bank on evaluation of technical bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.

35. Validity of bids:

- 35.1. The Offer shall remain valid for a period 180 days from the date of the offer.
- 35.2. In exceptional circumstances, the Bank may seek the Bidders consent for extension of the period of validity. The request and the responses thereto shall be in writing.

36. Normalization of Bids:

- 36.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground.
- 36.2. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

37. Selection of Bidders:

- 37.1. TECHNICAL BID will be opened and evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.
- 37.2. In case, two (or) more applicants scores tie, both the applicants will be treated at par.
- 37.3. Bank's discretion will be final relating to number of applicants to be shortlisted for empanelment.
- 37.4. Shortlisted bidders will be called for the **presentation before the Committee formed by Bank for the purpose**. Committee will also inquire about the capabilities of delivering the services in the selected area and examine strength of the bidder. If satisfied, the proposal will be

recommended to the competent Authority for the selection.

- 37.5.** Selected bidders will be informed through letter /e-mail and successful bidder must execute the required agreements attached to the bid document and additional if required.

38. Awarding of Contract:

- 38.1. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.
- 38.2. The contract shall be awarded and the order shall be placed on selected Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on banks requirements.
- 38.3. While awarding contract, Bank at its sole discretion shall allot centres among the successful bidders and it would be final & conclusive and binding upon the selected bidders.
- 38.4. The selected bidder shall submit the acceptance of the order with in Fifteen days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the bidder.
- 38.5. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 38.6. In case if any/some of the selected Bidders fails to enter the contract or furnish the BG/Security deposit with in the stipulated timelines or fails to comply with the requirements/terms and conditions of this RFP it shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG as well debarment of the applicants. In such situations, the Bank reserves/shall have the absolute right to engage the other applicants and award the work/services to them in the order of merit/as per the order of merit.
- 38.7. Within 15 days from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement" referred to as Contract in this RFP, with Bank, at the time, place and in the format prescribed by Bank. All stamp duty charges applicable on the agreement shall be borne by the selected bidder.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

39. Bank's right to accept any Bid and to reject any or all Bids:

- 39.1. The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. The Bank reserves the right to reject any Bid on security and/or other considerations without assigning any reason.
- 39.2. The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

40. REVIEW OF SERVICES:

- 40.1. The performance of the Business Correspondent will be reviewed, BCO wise, by the bank every month initially, and thereafter at such intervals as the bank may decide. A Steering Committee at branch level/RO level/ HO level consisting of Bank officials, representative of Business Correspondent and the concerned BCAs will also interact every month to identify and address bottlenecks in BCA operation. The bank reserves the right to terminate the contract at any point of time if:
 - 40.1.1. The services are found to be unsatisfactory;
 - 40.1.2. There is a consistent failure to maintain the customer satisfaction;
 - 40.1.3. Desired levels of output by the Business Correspondent are not met;
 - 40.1.4. There is a discrepancy found in the accounts maintained by the Business Correspondent and the records of the Bank;
 - 40.1.5. The customers serviced by the Business Correspondent complain to the Bank that the Business Correspondent is inefficient;
 - 40.1.6. There is fraud in the accounts handled by the Business Correspondent/BCA; or
 - 40.1.7. If the NPAs in the loans sourced by BCA are abnormally high, that is, the percentage of NPAs in the loans sourced by the BCA in comparison to the other NPA of the branch.
 - 40.1.8. Any other reason which in the opinion of the bank is not conducive to the

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

continuation of the Services of the Business Correspondent.

- 40.2. However, before terminating the contract, the bank will give a written notice specifying the defects in services to Service Provider and seek rectification of the defects within a period of 7 days. In case the defects are not rectified, the contract will be terminated.
- 40.3. It is expected that BCAs are engaged & are activated in the locations mentioned in Annexure I of this RFP within 90 days of award of contract/work order/Intimation. Shortfall of more than 20% in achieving the above targets will result in the services being treated as 'unsatisfactory'.
- 40.4. The Bank shall not be liable for the acts of omission and/ or commission of the BCA engaged by the Service Provider. The Business Correspondent is responsible for compliance of all applicable laws & regulations in relation to the BCA engaged by them and the BCA engaged by the SP shall not be eligible to claim any benefit or fee or charge from the Bank. The Business Correspondent is responsible for all performance or obligations under the agreement and the Bank shall have no obligation towards the BCA engaged by the Service Provider.

41. COMPLIANCE WITH LAWS:

- 41.1. The Bidder shall undertake to observe , adhere to, abide by, comply with and notify Bank about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business , their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/ officers/ staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 41.2. The Bidder shall promptly and timely obtain all such consents , permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/ staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

may occur or arise for any default or failure on its part to conform or comply with the above & all other statutory obligations arising there from and Bank shall give notice of any such claim or demand of liability within reasonable time to the Bidder.

41.3. The Bidder agrees that the Bidder shall not be entitled to assign / sub lease any or all of its rights and/or obligations under this tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of Bank.

41.4. In case Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

42. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS:

It shall be the sole responsibility of the Service Provider to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

43. SOCIAL MEDIA POLICY:

If any adopted by Bank in future

43.1. No person of the bank or the Contractors and third parties shall violate the social media policy of the bank.

43.2. The following acts on the part of personnel of the Bank or Contractor and third parties shall be construed as violation of social media Policy:

43.2.1. Non adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time.

43.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedure.

44. INSPECTION OF RECORDS:

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts & records and the vendor shall

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

extend all cooperation in this regard.

45. ASSIGNMENT:

- 45.1 The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- 45.2 If the Bank undergoes a merger, amalgamation, take over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

46. PUBLICITY:

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

47. INSURANCE:

The furniture/fittings/cash on hand and cash in transit are to be insured by the bidder against all risks of loss or damages.

48. Taxes and Duties:

- 48.1. The Service Provider shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.
- 48.2. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the Service Provider at his cost.
- 48.3. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.
- 48.4. The Service provider shall deduct such applicable taxes out of the payments made to the BCAs and remit to the concerned authorities within the stipulated time line. The Bank shall not be responsible for the same whatsoever.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- 49.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.
- 49.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 49.4. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

50. Indemnity:

- 50.1 Bidder as CBC shall agree and keep the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in services rendered by Bidder or any acts of commission / omission on the part of employees, agents, representatives, or Sub-Contractors of Bidder or their FBCs. Bidder as CBC shall agree 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 Bidder as CBC.

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

- 50.2 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.
- 50.3 CBCs/SPs 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 CBCs/SPs or any acts of commission / omission on the part of employees, agents, representatives, or Sub-Contractors of CBCs/SPs or their FBC. CBCs/SPs 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 CBCs/SPs
- 50.4 CBCs/SPs 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.
- 50.5 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. The service provider will be held accountable for any untoward incidents and the reputation risks to the bank.

51. TIME SCHEDULE:

- 51.1 Bidder/s have to implement the solutions in all identified locations within 45 days of issuance of work order/intimation. The Bidder must give preference to existing Business Correspondents already engaged by the Bank.
- 51.2 All activities such as engaging BCAs, customers transaction should be as per the requirements of RFP.
- 51.3 A detailed Schedule will be drawn up by the Bank and shared with selected bidder/s at the time of placing order.
- 51.4 The delay in compliance/supply of the above items will result in penalty as

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

below;

51.5 Without prejudice to the bank's right to terminate the agreement, for any defective service or inability to provide the service for any reason or for nonfunctioning of the BC agents for any reason, beyond 15 (Fifteen) working days continuously, a penalty @ Rs. 1000/- per day (from the 16th day onwards) may be levied for each of the Business correspondent locations with a maximum of Rs.10,000/- per month per centre. The penalty will come into force after three month from the date of activation of BCO and will be levied on CBC.

51.6 Each BC agent has to carryout minimum 100 financial transactions per month, failing which a penalty of Rs.500/- per month per BC location will be imposed on the Corporate BC at the discretion of the Bank.

52. Legal Disputes and Jurisdiction of the court:

52.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts & related costs and a right for damages.

52.2. All disputes and differences of any kind whatsoever, arising out of or in connection with this contract or in discharge of any obligation arising under this contract (whether during the course of execution of the order or after completion & whether beyond or after termination, abandonment or breach of agreement) shall be resolved amicably. In case of failure to resolve the disputes & differences amicably then the dispute shall be subject to the exclusive jurisdiction of the courts in Chittoor, Andhra Pradesh and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

53. SERVICE AGREEMENT AND PENALTIES:

53.1. Upon completion of the selection process, the bank shall enter into agreement with the successful bidder who shall agree to the terms and conditions stipulated by the Bank which among other conditions will also include the following:

53.2. The Successful bidder should agree to the performance standards stipulated by the Bank and comply with all the Standard Operating Procedures (SOPs)

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

prescribed by the bank.

- 53.3. The successful bidder should maintain all records & registers as per the instructions of the Bank and ensure safe custody of all records and documents.
- 53.4. The Bank shall be entitled to inspect & audit the records maintained by the successful bidder through its officers or auditors / representatives and the successful bidder shall provide access to the officers and representatives of the Bank or other regulatory authorities.
- 53.5. The successful bidder should allow access to RBI or persons authorized by RBI to inspect and access documents / records and obtain copies of records.
- 53.6. It will be the sole responsibility of the successful bidder to provide uninterrupted services to the customer through the BCA barring unusual situations or calamities like flood, earth quake, etc.
- 53.7. It will be the sole responsibility of the successful bidder to protect the data transmitted from Bank's FI gateway to BCA Terminal and vice versa.
- 53.8. The successful bidder and its representatives should maintain secrecy & confidentiality of all records and information in respect of the outsourced service.
- 53.9. The successful bidder should indemnify the Bank for breach of confidentiality & obligations by the successful bidder, its representatives and agents at the first demand by the Bank.
- 53.9. The successful bidder shall indemnify, protect & save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copy rights etc. or such other statutory infringements in respect of all hardware and software used by them.
- 53.10. The successful bidder shall ensure all technology compliances and maintenance requirements as may be prescribed by the Bank. The successful bidder will also have to meet the prescribed requirements that may be stipulated by the bank to be maintained at the BCOs (Service Level Agreement is furnished as part of CBC Agreement). A well -defined disaster recovery and business continuity plan, both from technology as well as from business angle, should be in place as per the satisfaction of the Bank.
- 53.11. If the Service Provider enters into a separate agreement with any Technology Service Provider (TSP), the agreement must be got examined and approved by

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Bank and that agreement must have a clause enabling Bank and/or RBI to verify/ audit all the papers/documents, data base, reports, files, etc. relating to the transactions/accounts, maintained either manually or through any computer system or in any other medium.

53.12. The Successful Bidder should provide indemnity to the Bank against all claims, costs & actions for all commissions and omissions by the service provider and its representatives if required.

53.13. The Banks shall have the right to terminate the agreement by issue of notice without assigning reason and also in the case of breach of contractual obligations by the service provider separately.

53.14. A CBC agreement format will be as per Bank/IBA draft.

53.15. The successful bidder/s have to implement the solutions in all identified locations within 90 days of issuance of work order/intimation, including integration with Banks gateway. A penalty of Rs. 1000/- per day for the period beyond the permitted time line will be levied subject to a maximum penalty of Rs 10,000/- per month till the BCA location is functional.

53.16. All activities such as engaging BCAs, customer's transaction etc. and installations of Hardware/Software etc. CBC should be as per the requirements of RFP.

53.17. A detailed Schedule will be drawn up by the Bank and shared with select ed bidder/s at the time of placing order.

53.18. All terms, conditions, Annexures of this RFP and its subsequent amendment forms part and parcel of service agreement.

54. REPRESENTATIONS AND WARRANTIES:

54.1. The Bidder warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The bidder further warrants that the y are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project.

54.2. Bidder warrants that it shall perform the Services in a professional &

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

workmanlike manner and materially in accordance with the applicable specifications in the RFP.

- 54.3. The Bidder represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 54.4. The Bidder represents that it has the corporate power & authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 54.5. The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:
- Will not violate or contravene any provision of its documents of incorporation;
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
 - To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto,

having a direct impact on the transactions contemplated hereunder.

55. Period of contract:

The period of contract shall initially be for a period of 3 (three) years from date of acceptance. Bank also reserves its right to extend the contract for 6 (six) months after 3 years on the same terms and conditions at mutually agreed revised/revisited commercials between the Bank and the successful bidder. In case of shifting of the services to a new Service Provider, due to deficiency in the services extended by successful bidder during the period of the contract or due to policy changes, which warrants switching over to new solution, the existing successful bidder shall extend all required support for smooth switch over.

56. Performance Guarantee:

- 56.1. The Empanelled Service Provider/s shall provide irrevocable and unconditional Performance Bank guarantee in the form and manner prescribed by the Bank equivalent to Rs. 36,00,000/- (Rupees Thirty Six Lakhs only). Further if count of BCAs increased accordingly PBG should be submitted at the rate of 10% on contract value.
- 56.2. The successful bidder should submit a Security Deposit/ Performance Guarantee within 30 days from the date of work order as below:
 - 56.2.1. The performance Guarantee should be for 4 years (Three years plus a claim period of 1 years).
 - 56.2.2. The successful bidder should submit Security Deposit by way of DD favouring Saptagiri Grameena Bank (or) Performance Bank Guarantee issued by a Scheduled Commercial Bank (other than Saptagiri Grameena bank) in India as per Annexure XVII.
- 56.3. Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee period should be valid for 48 months from the date of placing the order.
- 56.4. The security deposit / bank guarantee will be discharged by the bank and returned to the bidder one year after the successful completion of implementation of contract.
- 56.5. The successful bidder shall be responsible for extending the validity date of the bank guarantees as and when it is due to coincide, on account of delay in completion of the project

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

56.6. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended or fails to execute the contract Agreement or if the successful bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the bank as compensation for any loss from the successful bidder's failure to complete its obligations under the contract.

57. TERMINATION OF THE CONTRACT:

- 57.1 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 on the existing terms and conditions or modified terms and conditions as may be mutually agreed between the parties. Accordingly, this agreement is being executed for further period of 2 years from the date of renewal agreement with the present commission structures with deletion of 10% incremental clause every year having modified operational Terms and Conditions in the changed ecosystem of Financial Inclusion Programme.
- 57.2 The Bank as well as CBCs/SPs 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 CBCs/SPs, all records, information including documents, etc., shall be returned by CBCs/SPs to the Bank as per instructions of the Bank.
- 57.3 The Bank shall have a right to terminate the agreement immediately by giving a notice in writing to CBCs/SPs in the following eventualities:
 - a) If any Receiver/Liquidator is appointed in connection with the business of the CBCs/SPs or CBCs/SPs 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 CBCs/SPs.
 - b) If CBCs/SPs applies to the Court/Tribunal or passes a resolution for voluntary winding up/insolvency resolution etc. of CBCs/SPs or any other creditor / person files a petition for winding up or dissolution/insolvency resolution of CBCs/SPs.
 - c) If CBCs/SPs 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/SPs 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 CBCs/SPs as envisaged under this agreement.

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

- e) If any officer/employee/director of CBCs/SPs or their relatives as defined in Section 2(77) of the Companies Act, 2013 becomes a director/officer or employee of the Bank.

56.4 Notwithstanding anything contained herein, the bank reserves it right to terminate the agreement immediately without assigning any reason.

56.5 In the event of the termination of the agreement by either party pursuant to clause hereinabove, CBCs/SPs shall be liable and responsible to return all records and information in its possession.

57.7. Effect of Termination

57.7.1. The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the contract.

57.7.2. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

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

58. FORCE MAJEURE:

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

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

58.2. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 180 days, the Bank and the Business Correspondent/Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Service Provider.

59. Confidentiality and Non-Disclosure

59.1. The bidder shall take all necessary precautions to ensure that all information shared to it are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-XIII.

59.2. No media release/ public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

60. Corrupt and Fraudulent Practices

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

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

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

60.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

60.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

executing the contract.

- 60.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 60.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year t hereafter, except as the parties may agree on the case to case basis.
- 60.8. The successful bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor by the Bank.

61. Integrity Pact:

- 61.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, [ting the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 61.2. Only those bidders, who commit themselves to the above pact wit h the Bank, shall be considered eligible for participate in the bidding process.
- 61.3. The Bidders shall submit signed Pre Contract integrity pact as per Annexure XII along with Bids. Those Bids which are not containing the above are liable for rejection.
- 61.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- 61.5. 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.
- 61.6. Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract . Any violation of

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

the same would entail disqualification of the bidders and exclusion from future business dealings.

- 61.7. The 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. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 61.8. Integrity Pact, 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.
- 61.9. Integrity pact shall be signed by the per son who is authorized to sign the Bid.

Adoption of Pre-Contract Integrity Pact

- 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 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 the Annexure-A.
- Those Bids which are not containing the above are liable for rejection.
- Bidders should disclose the payments to be made by them to agents / brokers or any other intermediary.
- Bidders should disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect to 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. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, 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.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Dilip Vithoba Sonipipare, IOFS (Retd.)
 Plot Num: 236, Yashoda Nagar,
 Khat Road, Bhandara, Maharastra – 441904
 Ph: 9423118793.

2. Shri Ahmed Javed,
 Flat Num 902, Saikrupa Hill View,
 Golf Course Road, Sector – 12,
 Kharaghar, Navi Mumbai - 410210
 Ph: 9821058152

62. MODIFICATION/CANCELLATION OF RFP

- 62.1. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP Clauses. The Bank reserves the right to accept any bid in whole or in part.

- 62.2. The bank reserves the right to re -tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank’s rejection/cancellation.

63. TERMS AND CONDITIONS FOR THE PROPOSAL

- 63.1. Bank invites the Bidder’s attention to the following terms & conditions which underline this RFP and which provide a statement of understanding between the interested parties.

- 63.2. Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re -submissions of required documents or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the specifications, in part or whole, during the RFP process, and without re -issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.

- 63.3. Responses submitted by a Bidder to this RFP represent a firm offer to contract

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

on the terms & conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms & conditions of the proposal. Bidder must clearly identify the full title & authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.

63.4. The RFP and all supporting documentation/templates are the sole property of SAPTAGIRI GRAMEENA BANK and shall not be redistributed without the prior written consent of SAPTAGIRI GRAMEENA BANK. Violation of this would be a breach of trust and may, inter-alia causes the Bidder to be irrevocably disqualified. The aforementioned material must be returned to SAPTAGIRI GRAMEENA BANK when submitting the Bidder proposal, or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any Annexure must be returned to SAPTAGIRI GRAMEENA BANK immediately.

64. CERTIFICATE BY THE BIDDER:

By submitting a signed bid, the Bidder certifies that:

- 64.1. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 64.2. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with SAPTAGIRI GRAMEENA BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 64.3. The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.
- 64.4. The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfil all the terms and conditions of this RFP.

- 64.5. The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- 64.6. The successful bidder shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the Bank's written consent. Merger, demerger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc. of the successful bidder shall be done only with the previous written consent of Bank.

If the Bidder undergoes a merger, demerger, amalgamation, take over, consolidation, reconstruction, change of ownership etc. without Bank's consent in writing, in that event, without prejudice to Bank's right to terminate the contract, the agreement shall be voidable at the sole discretion of Bank.

65. LIABILITY OF THE BANK:

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

66. PROPOSAL FORMAT:

As the bidder's proposal is central to the evaluation & selection process, it is important that the bidder carefully prepares the proposal as per the prescribed formats only. Bidders under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposals but in a separate annexure. Correct and current technical details must be completely filled in. The annexure to this RFP shall form integral part of the RFP.

67. OWNERSHIP:

The RFP and all supporting documents are the sole property of the Bank and violation of the terms of this RFP will be a breach of trust & breach of the initial contract conditions and the Bank has a right to initiate any action deemed appropriate.

GENERAL MANAGER

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

Annexure I

Number of Locations District wise to be covered by Successful Bidder

| S.No | District | Tentative No.of Locations |
|-------------|-----------------|--|
| 1. | Annamayya | 40 |
| 2. | Chittoor | 150 |
| 3. | Eluru | 15 |
| 4. | Krishna | 30 |
| 5. | NTR | 30 |
| 6. | Tirupati | 85 |
| | | |
| | Total | 350 |

*Bank reserves the right to Add/Eliminate any location solely at its own discretion without giving reason or whatsoever. Further the number of Locations in each district may be reallocated solely at the discretion of the Bank basing on the requirements.

ANNEXURE II

TECHNICAL BID FORM

BIDDERS PROFILE:

| | | |
|----|--|--|
| 1 | Name of the Company | |
| 2 | Address of Registered Office / Head Office | |
| 3 | Phone Number (with STD Code) | |
| 4 | E-mail id | |
| 5 | Constitution (Public Ltd Co., / Pvt Ltd Co./ Trust/ Societies) | |
| 7 | Name of Chief Executive: | |
| 8 | Name of Contact Person and Phone | |
| 9 | Line of Activity: | |
| 9 | Date from which the bidder is experienced in similar type of | |
| 11 | Products Developed / Serviced (Attach product literature) | |
| 12 | PAN Number of Company | |
| 13 | GSTIN Number of Company | |
| 14 | Total Number of Employees: | |
| 15 | Committed role (Commitment) of the Bidder for the Proposed Project | |

| Financial Background | 2020-21 | 2021-22 | 2022-23 |
|-----------------------------|----------------|----------------|----------------|
| Turnover | | | |
| Net Profit after TAX | | | |
| Total Assets | | | |
| Total Liabilities | | | |

Date:

Signature of Authorized Official with Seal

Annexure III

TECHNICAL BID FORM

PARTICULARS OF REGIONAL / BRANCH OFFICES

1. Number of Offices:
2. Please furnish information about Offices in the following format:

| City / State | Address | Name of Person In-charge and Phone No. | No. Of Qualified Support Personnel & their qualificatio | Whether adequate trained Manpower, knowledge base & stock of spares available |
|--------------|---------|--|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Date:

Signature of Authorized Official with Seal

Annexure IV

TECHNICAL BID FORM

REFERENCE LETTER

List of Public Sector Banks, Regional Rural Banks whom Financial Inclusion solutions have been offered and related references: (provide copies of such major contracts executed)

| Name of the Bank/Institutions & contact details | Details of services offered | Equipment Supplied | Contact Person | Phone |
|---|-----------------------------|--------------------|----------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Reference details of major contracts executed.

Attach (a) reference letters for these contracts only (b) copy of Purchase Orders for each of the model

Date:

Signature of Authorized Official with Seal

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

TECHNICAL BID FORM

Annexure V

**FINANCIAL POSITION O F THE BIDDER
 (Enclose copy of Audited statements)**

(Amount in Lakhs)

| | 2020-21 | 2021-22 | 2022-23 |
|-------------------------------|----------------|----------------|----------------|
| Audited (A) / Provisional (P) | (A) | (A) | (A) |
| Paid up Capital | | | |
| Tangible Net Worth | | | |
| Total Assets | | | |
| Total Sales (net of excise) | | | |
| PBDIT | | | |
| Profit after Tax | | | |

Please attach annual reports / duly audited financial statements for the last three financial years.

- a) If the bidder is a Company, please confirm that the Memorandum and Articles of Association do not prohibit the CBC activity (also attach copies of Memorandum and Articles of Association).
- b) In case of a Company, please furnish data on share holding pattern, names of main promoters and names of Directors (Ultimate beneficial owner of the Company).
- b) Please furnish data required for getting report from CIBIL on the Company, promoters and Directors.
- d) If the bidder is having a tie up with a TSP, separate form is to be used to furnish the details for individual members.

Date:

Signature of Authorized Official with Seal

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

TECHNICAL BID FORM

Annexure VI

STATEMENT OF TIE-UPS/ AGREEMENTS ENTERED FOR THE PROJECT

| Sl. No. | Job / Task | Agency Name & Address | Experience of the Agents | Validity of tie-up or agreement |
|---------|------------|-----------------------|--------------------------|---------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note: Copy /Copies of understanding/ tie-up/agreement should be enclosed.

Date:

Signature of Authorised Official with Seal

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

TECHNICAL BID FORM

Annexure VII

A. Technical Specification Compliance

| Sl. No | Technical Device | Technical Specifications | Bidders Response on Technical Compliance YES/NO | Make & Model of the Device |
|--------|-----------------------------------|---|---|----------------------------|
| 1 | Whether it is embedded device? | | | |
| | A. Bio-metric FP scanner | Whether Bio metric scanner embedded with the device? | | |
| | B. Thermal printer | Whether Thermal Printer embedded with the device? | | |
| | C. EMV chip Card reader | Whether EMV Chip Card Reader embedded with the | | |
| | D. Pin Pad | Whether Pin Pad embedded with the device? | | |
| 2 | Tab/Tablet | As mentioned in this RFP- under Tab/Tablet Based | | |
| 3 | Thermal Printer | As mentioned in this RFP- under Tab/Tablet Based | | |
| 4 | Biometric finger print scanner | As mentioned in this RFP- under Tab/Tablet Based | | |
| 5 | EMV Chip Card reader with Pin pad | As mentioned in this RFP- under Tab/Tablet Based Solution | | |
| 6 | Passbook Printer | As mentioned in this RFP- under Tab/Tablet Based | | |
| 7 | Iris Scanner | As mentioned in this RFP- under Tab/Tablet Based | | |

Place:

Date:

Signature of Authorised signatory with seal

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Annexure VII

A. Questionnaire

| 1. List of Hardware Proposed to be used by the Bidder (Please, cover all the equipment's, scanners, etc) location-wise : | | | | |
|---|--|-----------------------|-----------------|---------------------|
| Sl. No. | Type of Hardware (eg.Tab/Tablet etc.) | Make and Model | Quantity | Proposed Use |
| 1 | Tab/Tablet | | | |
| 2 | Thermal Printer | | | |
| 3 | Biometric finger print scanner | | | |
| 4 | EMV Chip Card reader with Pin pad | | | |
| 5 | Passbook Printer | | | |
| 7 | | | | |

| 2. Any Other Equipment Proposed by the Bidder and not Covered Above (to make the solution fully functional): | | | |
|---|----------------|--------------------|--------------------------|
| | Feature | Requirement | Bidder's Response |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Place:

Date:

Signature of Authorised signatory with seal

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

TECHNICAL BID FORM

Annexure-VIII

BIDDER's UNDERTAKING LETTER

Date:

From:

To
The Chairman,
SAPTAGIRI GRAMEENA BANK
Head office,
Chittoor-517002.

SUB: RFP FOR EMPANELMENT OF CORPORATE BUSINESS CORRESPONDENT ENTITIES-reg

Dear Sir/Madam,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its appendix/annexure), do hereby offer to produce, deliver, install, support and maintain the BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) using Micro-ATM/TAB in your Bank in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by the Bank or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Technical Proposal.

We agree to abide by our Offer for a period of 365 days from the date of last day of Bid submission and it shall remain binding on us for acceptance at any time before the expiration of this period.

We undertake, if our Bid is accepted, to provide Contract Performance Guarantee, ATS/AMC Performance Guarantee in the form and in the amounts and within the times stipulated in the RFP.

We undertake as a part of this contract for successful operation of the SAPTAGIRI GRAMEENA BANK Financial Inclusion Plan including WAN and its expansion in future by the Bank during the warranty and AMC period (if contracted).

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

Moreover, we certify that:

- a) The prices in the Bid have not been disclosed and will not be disclosed to any other Bidder of this RFP.
- b) We have not induced nor attempted to induce any other Bidder to submit or not submit a bid for restricting competition.

We certify that the information/data/particulars furnished in our RFP are factually correct. We also accept that in the event of any information/ data/ particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

We undertake to comply with the terms and conditions of the RFP. We understand that the Bank may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,

(Authorised Signatory)

In the capacity of _____

Duly authorized to sign the Bid for and on behalf of

Annexure-IX

Tender for Selection of Corporate Business Correspondent.

(to be provided on letter head of Bidder)

SUB: RFP for EMPANELMENT OF BUSINESS CORRESPONDENT - HYBRID OPEX MODEL (KIOSK & MOBILE)- using MICRO-ATM/TAB LET

Ref: Tender No:

We M/s _____, have directly participated in the captioned bid and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

Bidder Name:

Registered Address of the Bidder:

| Shareholding structure of the Bidder as on 31.03.2023 | | |
|--|---|--|
| %age of shares held | Name of holding Company/Individual | Registered Address of the share holding |
| | | |
| | | |

Bidder's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the Bidder's Parent Company:

| Shareholding structure of the Bidder's Parent Company as on 31.03.2023 | | |
|---|---|--|
| %age of shares held | Name of holding Company/Individual | Registered Address of the share holding |
| | | |
| | | |

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date: _____

Place: _____

Signature of Authorized Signatory of Bidder

Name of Signatory:

Designation:

Seal of Company:

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

Annexure-X

Format of certificate from Public Sector Banks / Regional Rural Banks

To
 The Chairman,
 SAPTAGIRI GRAMEENA BANK
 Head office,
 Chittoor-517002.

Reg: FINANCIAL INCLUSION SERVICES PROVIDED BY
 _____ "VENDOR NAME".

Dear Sir,

1. M/s _____ have been working with our Bank as TSP/CBC (Corporate Business Correspondent) since _____(Date).
2. They have been allotted ____ number of BCA Kiosks (Business Correspondent Agents) for coverage through Business Correspondents, out of which _____ are women BCAs.
3. Inactive BCA outlets (not performed at -least one financial transaction during a month) during Jan'24, Feb'24 & Mar'24 are _____, _____& _____ respectively.
4. Name of States and Union Territories covered by CBC (Corporate Business Correspondent). Specify Names of all States & Union Territories.
5. The Services provided by M/s _____ are found to be satisfactory and there are no major issues.
6. Mr. / Ms. _____ is the Contact Person / Project Leader / Main executor of the project since _____ (Date) and his / her performance is satisfactory.

This certificate is issued at the request of M/s _____ solely for the purpose for submitting response to RFP along with other documents for the tender dated _____ for engagement of CBCs floated by Saptagiri Grameena Bank.

Signature

(_____Name _____)

Designation:

Email ID:

Phone Number:

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

TECHNICAL BID FORM

Annexure XI

COMPLIANCE STATEMENT

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

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

| Compliance | Description | Compliance (Yes/No) |
|---|---|---------------------|
| Terms and Conditions | We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. Stipulated by | |
| Scope of work and | We certify that the systems/services offered by us for tender conform to the Scope of work stipulated by you. (Any deviation may result in disqualification of our bid) | |
| RFP, Clarifications & subsequent Corrigendum/s, if Any. | We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. | |

And in case of non compliance to the above we certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

| Main RFP/ section | Clause / Sub Clause No. | Deviation | Specific Page no. of the Response |
|-------------------|-------------------------|-----------|-----------------------------------|
| | | | |
| | | | |

Place:

Date:

Signature of Authorised signatory with seal

Note: If there are no deviations the bidder has to give his response by writing 'NIL' in the second statement

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Annexure -XII

(to be submitted in Rs.100/- non-judicial Stamp Paper)

Tender Ref. No.....

Integrity Pact

General

1.Whereas Saptagiri Gramina Bank having its registered office at #19-565/11, 3rd floor, Sai Yashus, Vellore Road, Chittoor, Andhra Pradesh -517002 acting through itsDepartment, represented by Chairman / General Manager hereinafter referred to as the Buyer and the first party, proposes to procure, hereinafter referred to as Stores and / or Services.

And

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

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

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc. of and the Bidder / Seller is one amongst several bidders / Proprietary Vendor / Customer Nominated Source / Licensor who has indicated a desire to bid / supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

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

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

4. Commitments of the Buyer.

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

i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

iii) The Buyer will exclude from the process all known prejudiced persons.

iv) Undertaking by the authority that officials won't demand or accept bribes, kickbacks, gifts, facilitation payments, etc., with appropriate administrative, disciplinary, civil or criminal sanctions in case of violation.

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

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

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

i) The Bidder(s) / Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.

ii) The Bidder(s) / Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder(s) / Seller(s) will not commit any offence under the Indian legislation,

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/ Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv)The Bidder(s) / Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub- contractor(s).

v) Bidders shall not approach the Courts while representing the matters to IEMs and he / she will await the decision in the matter.

vi)Undertaking by each bidder that it has not paid and will not offer or pay any bribes, kickbacks, facilitation payments, gifts, etc., in order to obtain or retain a contract; along with the appropriate contractual, administrative civil or criminal sanctions in case of violation

vii) An undertaking by each bidder that it has not colluded and will not collude with other bidders in order to rig or influence the tender process in any way

viii)An undertaking by each bidder to disclose to the authority and the monitor all payments made, or promised, in connection with contract in question to anybody (including agents and other middlemen). This refers to payments made directly as well as indirectly through family members, etc.

ix)The explicit acceptance by each bidder that the no-bribery commitment and the disclosure obligation as well as the corresponding sanctions, remain in force for the winning bidder until the contract has been fully executed.

x) The explicit acceptance by each bidder that it will have to provide the same IP undertakings from all its subcontractors and joint-venture partners.

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

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

5.4 Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services referred to in this tender/ offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller/Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

- i) To disqualify the Bidder / Seller with the tender process and exclusion from future contracts.
- ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the

Buyer to compensate the Bidder

/Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

iv) To encash EMD / Advance Bank Guarantees/ Performance Bonds

/ Warranty Bonds, etc. which may have been furnished by the Bidder / Seller to the extent of the undelivered Stores and / or Services.

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

9. Compensation for Damages

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

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

10. Price Fall Clause

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.”

11. Independent External Monitor(s)

11.1 The Buyer has appointed Independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFQ).

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

11.3 The Bidder(s) / seller (s), if they deem it necessary, may furnish any information as

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

relevant to their bid to the Independent External Monitors.

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

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

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to CHAIRMAN, Saptagiri Grameena Bank, Chittoor within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

12. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Chittoor.

13. Other Legal Actions

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

14 Integrity Pact Duration

14.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.

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

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

15. Other Provisions

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

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

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

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

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

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

17. We as bidder / seller very much aware that this Integrity pact is derived by incorporating the latest CVC guidelines issued through a circular 015/VGL/94 dated 14.06.2023 and the Government of India, CVC letter dated 04.12.2007 directives and further in future if any new / updated guidelines issued by the CVC, we will also abide to the newly derived directives as part of this tender.

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

BUYER

BIDDER* / SELLER*

Signature:

Signature:

Chairman / General Manager

Authorized Signatory (*)

Saptagiri Grameena Bank,

.....Division

Date:

Date:

Stamp:

Stamp:

Witness

Witness

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

(*)Authorized signatory of the company who has also signed and submitted the main bid.

Annexure XIII

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Confidentiality/Non-Disclosure Agreement

(to be submitted in Rs.100/- non-judicial Stamp Paper)

SUB: RFP for providing business correspondent services-hybrid opex model (kiosk & mobile).

Ref: TENDOR NO:

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide business correspondent services-hybrid opex model (kiosk & mobile) using Micro-ATM/TAB let to Saptagiri Gramameena Bank, having its Head Office at Chittoor hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the business correspondent services-hybrid opex model (kiosk & mobile) using Micro-ATM/TAB let shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for BUSINESS CORRESPONDENT SERVICES - HYBRID OPEX MODEL (KIOSK & MOBILE) using Micro-ATM/TAB let and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the Banks' written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with seal

Name:

Designation:

Annexure XIV

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

APPLICATION MONEY & BID SECURITY DECLARATION
(TO BE PROVIDED ON LETTER HEAD)

To
The Chairman,
SAPTAGIRI GRAMEENA BANK
Head office,
Chittoor-517002

Sub: RFP for Business Correspondent Services – Hybrid Opex Model (Kiosk & Mobile) – Using Micro-ATM/TAB.

Ref TENDER NO:

Dear Sir,

We declare that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in RFP, we note that we will be suspended for the period of three years from being eligible to submit bids for contract with Saptagiri Grameena Bank.

Place: (Signature of Authorized Signatory)

Date: Name:
Designation: Seal

Annexure XV

Format for Sending Pre-Bid Queries

| Sl. No. | Page No. of RFP | Clause No | RFP Clause | Bidder's Query |
|---------|-----------------|-----------|------------|----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| ... | | | | |
| ... | | | | |

Date:

Signature with Official seal

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Annexure XVI
Authorization Letter Format

(To be presented by the authorized person at the time of Opening of Part A-Technical Proposal/ Part B-Commercial Bid on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No:

Date:

To
The Chairman,
SAPTAGIRI GRAMEENA BANK
Head office,
Chittoor-517002

Dear Sir/Madam,

SUB: RFP for providing business correspondent services-hybrid opex model (kiosk & mobile).

Ref: TENDER NO:

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Annexure XVII
Proforma of Bank Guarantee for Contract Performance

To
The General Manager,
SAPTAGIRI GRAMEENA BANK
Head office,
Chittoor-517002

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to BUSINESS CORRESPONDENT SERVICES-HYBRID OPEX MODEL (KIOSK & MOBILE) using Micro-ATM/TAB let as per their Contract dated _____ with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Commercial Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”).

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____ (Rupees _____) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to esMicro-ATM/TAB lish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

a. Our liability under this guarantee shall not exceed
Rs. _____ (Rupees _____ only)

b. This guarantee shall be valid upto _____ and ;

Ref: HO/Fl/CBC/01/2023-24 Dated 01/09/2023

- c. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Chittoor on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2024.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

Ref: HO/FI/CBC/01/2023-24 Dated 01/09/2023

Annexure XVIII
Bank Guarantee Format for Earnest Money Deposit

To
 The Chairman,
 SAPTAGIRI GRAMEENA BANK
 Head office,
 Chittoor-517002

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____(Date) for the execution of (Name of Contract) (hereinafter called "the Tender") in favour of _____ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs. _____ (Rupees only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
 - (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with clause ____ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____
- ii) This Bank Guarantee is valid up to _____ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(mention period of guarantee as found under clause (ii) above plus claim period)

Dated __ day of __ 20.....

(SIGNATURE & SEAL OF THE BANK)