



**REQUEST FOR PROPOSAL (RFP)
FOR ENGAGEMENT OF CORPORATE
BUSINESS CORRESPONDENT
FOR PROVIDING FINANCIAL INCLUSION
BANKING SERVICES**

BID DETAILS IN BRIEF

Sl. No.	Description	Details
1.	RFP No. and Date	RFP No.TNGB / FI / 01 /2021-22
2.	Brief Description of the RFP	Request for proposal for engagement of Corporate Business Correspondent Agency
3.	Bank's Address for Communication and Submission of Tender	Financial Inclusion Department, Tamil Nadu Grama Bank Head office Annex, 27/1, Thirunagar, Yercaud Main Road, Hasthampatti, Salem-636007 Email : ficell@tngb.co.in
4.	Date of Issue	04.06.2021
5.	Last Date of Submission of Queries	14.06.2021
6.	Last Date of Submission of Bids	28.06.2021 upto 11.00AM
7.	Date and time of Opening of Part A- Technical Bid.	28.06.2021 upto 11.30AM
8.	Date and time opening of Part-B Commercial Bid	Will be intimated at a later date.
9.	Application Fees (Not Refundable)	Rs.11,800/- (Rs 10,000/- Application Fee Plus 18%GST)
10.	Earnest Money Deposit(Refundable)	Rs.10,00,000/- (Rupees Ten Lakhs only)
<p>This document can be downloaded from Bank's website www.tamilnadugramabank.co.in In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled commercial Bank for the above amount in favour of Tamil Nadu Grama Bank, payable at Salem and submit the same along with the Bid document.</p>		

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 Tamil Nadu Grama 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 Tamil Nadu Grama 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. Tamil Nadu Grama 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. Tamil Nadu Grama 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.

Tamil Nadu Grama 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.tamilnadugramabank.co.in and it will become part and parcel of RFP.

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

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ABBREVIATIONS USED IN THE DOCUMENTS

BIDDER*	BIDDER- SERVICE PROVIDER(SP) – VENDOR- CORPORATE BC- BC
BC	BUSINESS CORRESPONDENT
BCA	BUSINESS CORRESPONDENT AGENT
BCO	BUSINESS CORRESPONDENT OUTLET – HYBRID (BOTH KIOSK AND MOBILE)
CBS	CORE BANKING SYSTEM
CSP	CUSTOMER SERVICE PROVIDER
DBT	DIRECT BENEFIT TRANSFER
DFS	DEPARTMENT OF FINANCIAL SERVICES
EBT	ELECTRONIC BENEFIT TRANSFER
EMD	EARNEST MONEY DEPOSIT
FI	FINANCIAL INCLUSION
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
KYC	KNOW YOUR CUSTOMER
MIS	MANAGEMENT INFORMATION SYSTEM
NABARD	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
NBFC	NON-BANKING FINANCIAL COMPANY
NGO	NON-GOVERNMENT ORGANISATION
NPA	NON PERFORMING ASSETS
NPCI	NATIONAL PAYMENT CORPORATION OF INDIA
NREGP	NATIONAL RURAL EMPLOYMENT GENERATION PROGRAMME
RBI	RESERVE BANK OF INDIA
RFP	REQUEUST FOR PROPOSAL
SHG	SELF HELP GROUP
TAB	TABLET TO BE USED IN KIOSK/MOBILE BC
UID	UNIQUE IDENTITY
UIDAI	UNIQUE IDENTIFICATION AUTHORITY OF INDIA

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

1. ABOUT TAMIL NADU GRAMA BANK:

Tamil Nadu Grama Bank is a Regional Rural Bank (hereinafter referred to as Bank), having its Head office at 6, Yercaud Main Road, Hasthampatti, Salem 636 007.

The Bank is operating in all Districts of Tamil Nadu except Chennai. The Bank is having a network of 640 branches as on 31st March 2021.

2. ABOUT THE RFP:

In the context of Financial Inclusion, Tamil Nadu Grama Bank envisages extension of Banking & Financial Services to under banked & unbanked areas through ICT based “branchless banking” model, where integrated Micro ATM /Tab/Tablet devices would be used by Business Correspondents to deliver financial and banking services. Bank has already implemented ICT based solution in allotted Sub Service Areas (SSAs) and in other areas as decided by the Bank.

The technology architecture supporting this strategy involves a combination of various technologies like Field BCs/ Fixed Point BC , contact / contact- less cards, biometric identification and authentication, etc. These technologies will support online transactions and operations.

The proposed RFP has been floated with the objective of increasing the reach of banking and financial services to the underprivileged, particularly in unbanked and under- banked areas.

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 (SP) on such terms and conditions as contained in this RFP. The selected SP 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 SP shall not use the trade mark, logo or any proprietary right of the Bank without it’s written consent.

3. 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:

- a) “Bank” means TAMIL NADU GRAMA BANK.
- b) “Bidder” means any company/entity who bids for offering services as a Business Correspondent (BC) for the Bank pursuant to the terms of this RFP.
- c) “Bid” means the offer made by the Bidder in response to this RFP.
- d) “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.
- e) “BCA” is Business correspondent Agent /person engaged by CBC for operating in the field.

- f) “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.
- g) “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 as per the guidelines of RBI, more particularly described in this RFP.
- h) “Area of operation” means geographic area allocated like villages, wards in the towns or cities, etc. It is expected that each BCA will 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 another BC already exists in a village and the BC who will be allotted the work under this RFP may also be allowed to work in the same village concurrently.
- i) “RFP” means this Request for Proposal issued by the Bank.
- j) “Services” means the services to be provided by the BC/SP pursuant to the terms of the RFP/Service Agreement.
- k) “Back end System” means Banks Core Banking Solution
- l) “Front end System” means Tab/Tablet system installed/working at BC points
- m) “Financial inclusion Plan” means providing banking services to the financially excluded segment as well as to provide banking and financial services using innovative channels.
- n) “Solution” means the various hardware & peripherals (including Android based Tab/Tablet) used by the BC for implementation of the Business Correspondent Services

4. PRE-QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS:

4.1. 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 – through Micro ATM/ HHD/ Tab in Tamil Nadu Grama Bank shall hereinafter be referred as “Solution”.

4.2. Interested Bidders, who will provide Corporate Business Correspondent services in the Bank and meeting the Eligibility Criteria as below may respond :

No.	Criteria	Documents to be submitted
1.	Bidder should be a registered company in India under Companies Act 1956 or 2013 and should have been in operation for at least Three years as on the date of RFP.	Copy of Certificate of Incorporation & 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.

2.	<p>The bidder should have been a BC/SP for providing FI solution (such as EBT, DBT, Aadhaar based Payment etc.) for Scheduled Commercial Bank / Regional Rural Banks Sponsored by Public Sector Bank in India for a minimum period of 3 years</p> <p>The Kiosk /BC solution should have been implemented in at least in 500 locations in India.</p>	<p>Supported by documentary evidence such as purchase order/ copies of the Service Contracts wherever entered. Letter from the concerned organization confirming successful implementation of FI project with them is to be submitted with following details:</p> <p>Name of the client Number of Locations Type of Model Scope of Project Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Phone and Fax numbers, E-Mail IDs, etc., The bank reserves the right to inspect such installations while evaluating the Technical Bid.</p>
4.	<p>Bidder or its wholly owned Parent Company should have maintained Positive Net Worth during the last Four financial years, i.e. 2017-18, 2018-19 and 2019-20, (All audited) and PBS for 2020-21</p>	<p>Audited Financial statements to be submitted for Three years. Self-certified copy of financial statement for 2020-21, if not audited.</p>
5.	<p>Annual turnover should not be less than Rs. 5 (Five) crores in the last financial year as per audited financial statement.</p>	<p>Audited Financial statements to be submitted for FY 2019-20 and Self certified copy of financial statement for 2020-21, if not audited.</p>
6.	<p>The bidder should have strong organizational strength to undertake and execute large projects including hardware, networking, disaster recovery, system integration, implementation, etc. System integration should be based on industry's best practices.</p>	<p>Documentary proof - Satisfactory certificate from the present Banker where the vendor is extending the BC services.</p>
7.	<p>Bidder should also have internal control and audit measures in place.</p>	<p>Copy of latest Audit Report.</p>
8.	<p>Bidder should not have been blacklisted by any PSU Bank / IBA/ RBI /NPCI /UIDAI/ IDRBT / NABARD</p>	<p>Notarized Affidavit.</p>

9.	Neither the bidder nor its promoters and Directors should be defaulters to any financial institution. The bidder should not have been reported against by any Public Sector Bank to Indian Banks' Association for any malpractice, fraud, poor service, etc.	Auditor's Certificate & Notarized Affidavit
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Note: - In the event of bidder being a company formed as a result of demerger, amalgamation, reconstruction etc., the services rendered by its predecessor in accordance with aforesaid criteria shall be reckoned and taken into consideration for determining the eligibility of bidder and it shall be deemed that services rendered by predecessor of such bidder were rendered by bidder itself and the bidder shall be deemed to be in existence from the date of incorporation of its predecessor.

In addition, the prospective bidders who comply with the following criteria are only eligible to bid:

- a) The bidder will be single point of contact to provide the solution to the Bank.
- b) The bidder must be fully aware of the RBI, IDRBT, Government of India, UIDAI etc. guidelines with regard to Financial Inclusion.
- c) The bidder should have proven capability 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 and a copy of such agreement should be enclosed.
- d) The Bidder should ensure that the FIELD BC works exclusively for the Bank.

5. REQUIREMENT DETAILS:

- 5.1 Bank has provided Financial Inclusion services through Business Correspondents in 700+ locations for the state of Tamil Nadu. This number may be increased to around 1000 locations in future.
- 5.2 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.
- 5.3 The geographic locations that fall within the scope of this project can span over rural, semi-urban, urban and metropolitan areas. The Regions wise number of existing BCA locations is provided in Appendix I.
- 5.4 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.

- 5.5 Wherever KIOSK is referred it may be read as Fixed Point wherein BC has to work for 4 -5 hours per day & for the remaining period BCA has to work as mobile.
- 5.6 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.

6. RESPONSIBILITIES OF THE BIDDER:

- 6.1 Bidder shall be responsible for entire Management of Business Correspondents such as Engagement, Monitoring, Cash Management and covering the entire scope of this RFP.
- 6.2 At present Bank is having around 700 BCs. Bidder should give preference to existing BCs for engagement.
- 6.3 The roles and responsibilities of the Bidder will also include those stated in greater detail in other parts of RFP.
- 6.4 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.
- 6.5 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;
- 6.6 Indemnifying the bank of risks indicated in the section “Indemnity” and specific requirements indicated in other parts of the RFP.
- 6.7 Bidder shall act as the single point of contact for the Bank. **Under no circumstance the bidder should sub-contract the work entrusted to them.**
- 6.8 Bidder shall be responsible to resolve all issues that may arise from the BC Management and monitoring.
- 6.9 Bidder shall also man and manage all the incidental activities related to the scope of the RFP.
- 6.10 The details of the BCs along with the photograph will be placed in Bank’s WEB portal.
- 6.11 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.
- 6.12 Render banking and financial services as entrusted by the Bank under BC model at designated locations to all the customers of Tamil Nadu Grama Bank, duly complying with Bank, RBI, IDRBT, IBA, NPCI, UIDAI, NABARD, GOI, State Govt. guidelines.

- 6.13 Bidder will have to qualify and render financial / banking services under BC model duly meeting regulatory requirements stipulated by RBI for rendering specified banking & financial services and those entrusted by the bank from time-to-time.
- 6.14 Bidder shall provide well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc.
- 6.15 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.
- 6.16 Bidder shall confirm that every person deployed by them on the project to submit Police Verification Certificate prior to their engagement.
- 6.17 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.
- 6.18 . 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
- 6.19 No right to employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents etc. of the bidder for any assignment under this project.
- 6.20 Bidder will exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.
- 6.21 Bidder will involve designated officials of the Bank in selection process of BC agents.
- 6.22 Cash Management is the sole Responsibility of CBC/BC.
- 6.23 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.

7. COMPLIANCE REQUIREMENTS:

- 7.1 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.

- 7.2 Service management process based- on ITIL standards.(Information Technology Infrastructure Library)
- 7.3 Bidder who deploys for rendering outsourced banking/financial services shall conform to bank/RBI's guidelines.
- 7.4 The business practices, processes adopted for rendering services, maintenance of records, accounting norms & procedures etc for Banking and Financial services shall conform to regulatory, legal and bank's policies and guidelines.
- 7.5 Customers enrolled under the project shall meet "Know Your Customer" norms as stipulated by the Bank.
- 7.6 Accounts, transactions, services, controls, etc related to banking and financial services should integrate with Bank's Core- Banking system.
- 7.7 The solution should conform to and integrate with UIDAI/NPCI's directions on Financial Inclusion / Direct Benefit Transfer.
- 7.8 Bidder should 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.
- 7.9 Bidder shall indemnify the Bank from transaction risk (from system 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.).
- 7.10 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 etc.
- 7.11 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.
- 7.12 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.
- 7.13 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.

8. TECHNICAL DELIVERABLES:

- 8.1 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
- 8.2 Network connectivity, consumables, Bank approved overcoat, Identity Card, Cab, Stationery etc. applicable to BCs would be to the cost of the Bidder.
- 8.3 Bank may at its discretion close or shift any location based on the needs.
- 8.4 Spare devices will be kept at Bank's Regional Offices. Bidder shall make own logistics arrangements for replacement of faulty devices
- 8.5 Bidder shall ensure that the service is rendered in a manner that the agents would encourage & promote the customers to use Bank's services.
- 8.6 Bidder shall ensure that faulty equipment should be replaced within a maximum period of 48 hours of reporting.
- 8.7 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.
- 8.8 Role of Service Provider / Bank is given in Appendix II

9. SCOPE OF BASIC BANKING PRODUCTS & SERVICES TO BE OFFERED:

The Service Provider would be required to provide the services, facilities, infrastructure, training, etc. The detailed scope of basic banking products and services to be offered are mentioned under Appendix III.

10. FUNCTIONAL REQUIREMENTS:

- 10.1 The authentication of transactions would be through matching the biometrics/fresh sample of fingerprint with UIDAI server
- 10.2 The customers should be able to perform selected banking transactions through authorized representatives of the Bidder. Enabled with interconnectivity, these representatives of the 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.
- 10.3 The entities deployed by the Bidder 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.
- 10.4 The bidder shall ensure that the project has the sufficient human resources which shall be able to support deposit taking, lending, account management, financial literacy & advice, remittances, electronic benefit payments/transfer, etc.

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

12. ACCOUNT OPENING/PRODUCT REGISTRATION AND ACTIVATION:

12.1 General:

- a) Every customer Account shall be opened in the banking system after all the mandatory information about the applicant/customer has been captured.
- b) However the account/scheme/product/service will be activated only after fulfilling the stipulations given by the Bank.
- c) The scheme/product or service may require authorization by Bank's official before it becomes operational.
- d) The personnel handling the above processes should be capable of enforcing all the controls required by the Bank.

12.2 Customer Operations:

- a) The customers will carry out all the banking transactions through the BCA
- b) Mode of transactions is online.
- c) A customer may have multiple accounts/services linked to the same.
- d) The services availed by the customers may vary.
- e) Bank may extend additional Products/services in future to be rolled out in

BC channel.

- f) Bidder would obtain application/enrollment forms for other permitted schemes like 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:

- a) Customers who wish to receive Banking & Financial services shall approach the authorized representative of the Bidder, the BCA. Customer will carry out AEPS, RuPay card based financial & Non- Financial transactions both on us and off us.
- b) The identity of the customers has to be ensured by the BCA.
- c) BCA may verify additional details of the customer if stipulated by the Bank.
- d) Customer is permitted to transact in online mode only through the Micro ATM/ Tab/Tablet at BC locations.
- e) The requested transaction is put through only if the conditions stipulated by the bank are met.
- f) The successful cash transaction is concluded by payment of cash or receipt of cash by the Bidder depending on whether the transaction is a withdrawal or a receipt.
- g) 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.
- h) The above details will be furnished to the Successful Bidder by the Bank.
- i) Receipts will be printed for each transaction. One will be handed over to the customer and the other will be held with the Bidder for records
- j) Each transaction will have a unique reference number for the Bank and the same would also be printed on every receipt.
- k) The account holder may request for statement of account and the BCA at the village will provide a printout of last 10 transactions together with the outstanding balance in the desired account(s) using the front- end equipment.
- l) The receipts and statements shall be in English/vernacular language
- m) BCA may assist the customer by pursuing with the Bank.
- n) In case the RuPay card is lost by the account- holder, the matter shall be reported to the BCAs, who will direct the customers to approach Bank for issuance of duplicate card. Bank will charge applicable charges to the customer for issuing duplicate card.

12.4 Operations at BC Outlet (BCO):

- a) Bidder will be responsible for physical custody and upkeep of the systems/devices provided for front-end operations.
- b) Bidder would also be responsible for cash and accounting of transactions; maintenance receipts of transactions, details of exceptional transactions, etc.
- c) Following registers to be maintained:
 - Records of customers enrolled;
 - Account opening forms sent to link branch;
 - Account opening forms pending to be sent;
 - Customer contact register;
 - Applications movement register;

- Visitors/Bank officials visit register.
- List of Do's and Don'ts for customers to be displayed.
- Complaints register.

13. ELIGIBLE ENTITIES AND GENERAL GUIDELINES:

Entities eligible to be appointed as BCAs and general guidelines to be followed by BC while appointing BCAs is mentioned in Appendix IV.

14. REMITTANCE SERVICES:

Customer should be able to remit funds and receive funds using the front-end system with the agent.

15. OTHER PRODUCTS AND SERVICES:

15.1 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. In future, if any new products/services are introduced the Bank would share the operational guidelines separately.

16. STANDARD OPERATING PROCEDURE (SOP) FOR BC:

16.1 The Standard operating procedure for the Business correspondents/BC agents are mentioned under Appendix V

17. MANAGEMENT INFORMATION SYSTEM:

17.1 The Bank will provide Daily MIS received from our TSP for effective monitoring of BC activity.

17.2 The bidder shall put in place a mechanism to the BCAs to whom the work is intended to.

17.3 Bidder shall assist the bank in defining exceptional transactions and monitor all such exceptional transactions

17.4 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. REVIEW AND MONITORING MECHANISM:

18.1 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 VII.

18.2 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.

18.3 Bidder shall have adequate audit controls and track normal and exceptional transactions.

18.4 Bank will utilize the services of internal or external auditors for ensuring proper operations by Bidders.

18.5 Bank may also arrange for a random verification of enrollment/ payments, card-personalization, etc for better control.

19. BID PROCESS:

Clarification to RFP and Pre-Bid Queries:

19.1 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 XIII**

19.2 All communications regarding points requiring clarifications and any doubts shall be given in writing to The Chief Manager, Tamil Nadu Grama Bank, Head office Annex, Thiru Nagar, Hasthampatti, Salem- 636007 or an email can be sent to ficell@tngb.co.in by the intending bidders before **14.06.2021**

19.3 No queries will be entertained from the bidders after the above date and time.

19.4 The Bank will consolidate all the written queries and the replies for the queries shall be made available in the Bank's website 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.

19.5 No oral or individual consultation will be entertained.

20. AMENDMENT TO BIDDING DOCUMENT:

20.1 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.

20.2 Notification of amendments will be made available on the Bank's website only and will be binding on all bidders and no separate communication will be issued in this regard.

20.3 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.

21. BID SYSTEM OFFER:

This is two bid system which has following 2 (Two) parts:

21.1 **Part A-Technical Proposal:** Indicating the response to the Technical specification for **Engagement of Corporate Business Correspondent for providing Financial Inclusion Banking Services** using Micro ATM /TAB in Tamil Nadu Grama Bank.(Annexure I to VIII).

21.2 **Part B- Commercial Bid (Indicative):** Furnishing all relevant information as required as per Indicative Price Bid as per Annexure- X.

22. PREPARATION OF BIDS:

- 22.1 The Bid shall be typed in English language in Arial font style with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.
- 22.2 The two parts as stated above, should be placed in two separate envelopes superscribed with 'Technical Proposal' and 'Commercial Bid' respectively and properly closed & sealed. Thereafter, both the envelopes shall be placed inside another envelope and properly closed & sealed. The final envelope should be superscribed as **Request for Proposal for Engagement of Corporate Business Correspondent for providing Financial Inclusion Banking Services using Micro ATM / TAB in Tamil Nadu Grama Bank in response to RFP No. TNGB / HO / FI / 01 / 2021-22**" (includes separately sealed 'Conformity to 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the The General Manager (Credit), Tamil Nadu Grama Bank, Head Office, No.6, Yercaud Main Road, Hasthampatti, Salem 636 007.
- a) 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.
 - b) Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
 - c) All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

23. PART A- TECHNICAL PROPOSAL:

- 23.1 Technical Proposal should be submitted as per the format as per Annexure I to VIII. Relevant technical details and documentation should be provided along with Technical Proposal.
- 23.2 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.
- 23.3 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 ab initio and it shall be presumed that the commercial bid of CONTRACTOR was never opened by the bank.
- 23.4 The Bank shall not allow / permit changes in the technical specifications once it is submitted.

- 23.5 The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure I to VIII.
- 23.6 After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as “**PART A- Technical Proposal for RFP No. TNGB / HO / FI / 01 / 2021-22 for Engagement of Corporate Business Correspondent for providing Financial Inclusion Banking Services**”

24. PART B-COMMERCIAL BID (INDICATIVE):

- 24.1 Commercial Bid (Indicative Price Bid) shall be submitted as per format given in Annexure X and other terms and conditions of RFP on prices. Any deviations / non submission of prices as per the format given in Annexure X shall make the bid liable for rejection.
- 24.2 Under no circumstances the Commercial Bid should be kept in Part A (i. e. Technical Proposal) Cover. **The placement of commercial bid in PartA (i. e. Technical Proposal) cover will make bid liable for rejection.**
- 24.3 Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- 24.4 Any change in the Commercial Bid format may render the bid liable for rejection. The Commercial Bids (Indicative) that are incomplete or conditional are liable to be rejected.
- 24.5 After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “**PART B- Commercial Bid for RFP No. TNGB / HO / FI / 01 / 2021-22 for Engagement of Corporate Business Correspondent for providing Financial Inclusion Banking Services**”.
- 24.6 **General conditions**
- a) The Bidder to quote in Indian Rupees only and bids in currencies other than INR would not be considered.
 - b) The prices and other terms offered by Bidders must be in force for a period of 365 days from the date of opening of the commercial bid.
 - c) All costs should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates duties, charges and levies shall be passed on by Bidder to Bank.
 - d) The Bidder has to include all costs like Travel, Lodging & Boarding, Local Travel expenses, etc incurred during the implementation as a part of the Commercial Bid and Bank will not bear any additional costs on these.
 - e) The prices quoted by the Bidders shall include all costs such as Taxes, Custom Duties, Levies, Cess, Insurance, etc. that need to be incurred.
 - f) Terms of payment indicated in the RFP shall be final and binding on the Bidder and no alternate terms & conditions proposed in the RFP shall be considered.

25. APPLICATION MONEY:

- 25.1 This document can be downloaded from Bank's website. In that event, the bidders should pay the Application Fee of **Rs.11,800/- (non-refundable) (Rs 10,000/- Plus GST)** for tender document by means of DD drawn on any Scheduled Commercial Bank in favour of Tamil Nadu Grama Bank, payable at Salem and submit the same along with **Part A – Technical Proposal**
- 25.2 Submission of the Application Money in other than “Part-A- **Technical Proposal**” is liable to be rejected on grounds of non-payment of the Application Money.
- 25.3 The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

26. EARNEST MONEY DEPOSIT (EMD):

- 26.1 The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of **Rs.10,00, 000/- (Rupees Ten lakhs Only)** by way of Demand Draft drawn on any Scheduled Commercial Bank In India in favour of Tamil Nadu Grama Bank, payable at Salem
- 26.2 Submission of EMD in other than Part A-Technical Proposal Envelope is liable to be rejected on grounds of non-submission of EMD.
- 26.3 The EMD of the Bidders not qualified under Technical Proposal will be returned within 30 days after opening the Commercial Bid of the Technically Qualified Bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee as per Annexure XII.
- 26.4 The EMD may be forfeited:
- a) If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - b) If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP and as per Annexure XII.

27. 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.

28. COSTS & CURRENCY:

The Offer must be made in Indian Rupees only as per Commercial Bid (Indicative Price Bid) format (**Annexure-X**).

29. 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.

30. 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 and communicated to the bidder in writing. 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.

31. SUBMISSION OF BIDS:

31.1 The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

31.2 The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be sent to the address mentioned below:

The General Manager(Credit),
Tamil Nadu Grama Bank, Head Office,
No.6, Yercaud main road, Hasthampatti,
Salem – 636 007

31.3 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.

31.4 If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid’s misplacement or premature opening.

32. BID OPENING:

32.1 The Part A- Technical Proposal shall be opened in the presence of the Bidder’s representative/s.

32.2 Bidder’s representative may be present in the place and venue well in time

along with an authorization letter in hand for each bid opening under this RFP, as per the format (Annexure– XI) enclosed.

Note: Authorisation letter should be carried in person and shall not be placed inside in any of the bid covers.

- 32.3 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.
- 32.4 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 11.00 AM on the next working day and bids will be opened at 11.30 AM at the same venue on the same day.
- 32.5 The following details will be announced at the time of bid opening.
- a) Name of the Bidders.
 - b) Presence or absence of cost of the Bidding document and Bid security.
 - c) Such other details as the Bank at its discretion may consider appropriate.
- 32.6 If any of the bidders or all bidders who has submitted the tender are not present during the specified date, time, and venue 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 the Part A – Technical Bid in their absence.
- 32.7 The **Part A- Technical Proposal** submitted by the bidder will be evaluated based on the Eligibility Criteria and functional requirements as per Annexure I to VIII as stipulated in RFP document.
- 32.8 The Commercial Bid (Indicative) of only those bidders who are qualified in Part-A Technical Proposal will be opened for arriving L1 bidder

33. SELECTION OF BIDDER

33.1 Preliminary Scrutiny:

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.

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.

33.2 Clarification of Offers:

- a) During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the

bidders/any of the bidders on the offer made 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.

- b) 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.

33.3 Evaluation of Bid:

- a) The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A- Technical Proposal submitted by the bidder will be evaluated based on Annexure I - VIII of RFP. The Commercial Bid of only those bidders who qualified in Part A-Technical Proposal will be reckoned for evaluation purpose.
- b) 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.

33.4 Bidders Presentation /Site Visits

- a) Bidders may be 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.
- b) All expenses incurred in connection with the above shall be borne by the bidder.
- c) Setting of evaluation criteria 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.
- d) 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 concerned and demonstrate the features & performance to Bank at their own cost. Bank prefers the Bidder to provide details of the organization as Reference with the details of contacts as mentioned in Annexure III of the RFP Document. Bank would preferably want to have an onsite reference visit or a Telephonic conversation with the concerned.

33.5 Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A- Technical Proposal and Part B-Commercial Bid. The names of qualified bidders at Technical Bid would be informed to all eligible bidders through email. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above.

33.6 Correction of Errors in Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed it will be rectified on the following basis:

- a) Bank may waive off any minor infirmity or non- conformity or irregularity in a bid, which does not constitute a material deviation.
- b) If there is discrepancy in the total arrived at Commercial Bid (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Commercial Bid
- c) If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- d) If the bidder does not accept the correction of errors, the bid will be rejected.

33.7 Determination of L1 Bidder:

- a) L1 Price will be determined after giving effect to arithmetical correction, if any.
- b) The L-1 bidder will be determined on the basis of the lowest price quoted in the Commercial bid.

34. VALIDITY OF BIDS:

- 34.1 Bids shall remain valid for 365 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non- responsive.
- 34.2 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 made in writing. Retention of Earnest Money deposit shall also be suitably extended.
- 34.3 The rates quoted by the Service Provider will be valid for- the duration of the tenor of the agreement.

35. BANK' S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- 35.1 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.
- 35.2 The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

36. PERFORMANCE GUARANTEE:

- 36.1 The successful bidder shall provide irrevocable and unconditional performance Bank guarantee in the form and manner prescribed by the Bank equivalent to Rs.25,00,000 (Rupees Twenty five lakhs only) The successful bidder should submit a Security Deposit/ Performance Guarantee within 30 days from the date of work order as below:
- a) The performance Guarantee should be for 4 years (Three years plus a claim period of 1 years).
 - b) The successful bidder should submit Security Deposit by way of DD favouring Tamil Nadu Grama Bank / Performance Bank Guarantee issued by a Scheduled Commercial Bank (other than Tamil Nadu Grama Bank) in India as per Annexure XII.
- 36.2 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.
- 36.3 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 Corporate Business Correspondent Services using Micro ATM /Tablet.
- 36.4 The selected 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
- 36.5 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 selected 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 selected Bidder's failure to complete his obligations under the contract.

37. AWARDING OF CONTRACT:

- 37.1 The Bidder whose commercial bid is accepted and quotes the lowest bid will be referred to as selected Bidder and Bank will notify the name of the selected Bidder by displaying in the official Website of Bank.
- 37.2 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.
- 37.3 The selected bidder shall submit the acceptance of the order within seven 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.
- 37.4 Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 37.5 On failure of the selected bidder to accept the order within stipulated time, Bank shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.

- 37.6 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.

38. REPRESENTATIONS AND WARRANTIES:

- 38.1 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 they 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.
- 38.2 Bidder warrants that it shall perform the Services in a professional & workmanlike manner and materially in accordance with the applicable specifications in the RFP.
- 38.3 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.
- 38.4 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.
- 38.5 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:
- a) Will not violate or contravene any provision of its documents of incorporation;
 - b) 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;
 - c) 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;
 - d) 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.

39. COMPLIANCE WITH LAWS:

- 39.1 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.
- 39.2 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 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.
- 39.3 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.
- 39.4 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.

40. CANCELLATION OF THE ORDER AND TERMINATION OF CONTRACT:

- 40.1 Bank reserves its right to cancel the order and terminate the contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:
- a) Delay in implementation beyond the specified period that is agreed in the contract that shall be signed with the successful Bidder; and
 - b) Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- 40.2 In case of order cancellation, any payments made by Bank to the Bidder would necessarily have to be returned to Bank with interest @15% per annum.
- 40.3 Notwithstanding anything contained in this RFP, Bank shall terminate this RFP if it is found that the project envisaged under this RFP could not be taken place on account of change in policy /guidelines of the Bank/Government/RBI or any other regulatory/authority.
- 40.4 Failure to observe the time schedule as mentioned in point No.52 of the RFP for implementation, appointment and rollout.
- 40.5 If there is contravention as provided under Clause 54.
- 40.6 If violation of social media policy is detected at any stage.
- 40.7 Bank shall also have the right to cancel the order and terminate the contract by issuing a 30 days notice to the successful bidders without assigning any reasons.
- 40.8 **Effect of Termination**
- a) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the contract.
 - b) 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.
 - c) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

41. INDEMNITY:

- 41.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- a) The breach, default or non- performance of undertakings,

warranties, covenants or obligations by the bidder or by his agents.

- b) Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.

41.2 The bidder shall indemnify, protect and 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, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.

- a) All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- b) The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- c) All Employees/ agents engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- d) The service provider will be held accountable for any untoward incidents and the reputation risks to the bank.

42. 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 extend all cooperation in this regard.

43. ASSIGNMENT:

43.1 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.

43.2 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.

44. 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.

45. 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.

46. CONFIDENTIALITY AND NON-DISCLOSURE

- 46.1 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-XIV**.
- 46.2 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.

47. CORRUPT AND FRAUDULENT PRACTICES

- 47.1 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:
- 47.2 "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
- 47.3 "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.
- 47.4 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.
- 47.5 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 executing the contract.
- 47.6 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.

- 47.7 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 thereafter, except as the parties may agree on the case to case basis.
- 47.8 The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor by the Bank.

48. MODIFICATION/CANCELLATION OF RFP:

The bank reserves the right to modify/cancel/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.

49. HUMAN RESOURCE REQUIREMENT:

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

- 49.1 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.
- 49.2 The Bidder shall confirm that every person deployed by them on the project has been vetted through a third- party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project etc. and shall be accountable for all the personnel deployed/engaged in the project.
- 49.3 The Bidder shall confirm that every person deployed by them on the project to submit Police verification certificate.
- 49.4 The successful bidder shall deploy One supervisor referred to as BC Supervisor (BCS) for 50-60 BCAs and One Coordinator referred to as BC Coordinator (BCC) for 25-30 BCAs within 30 days from the issue of work order.
- 49.5 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 limits 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.
- 49.6 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.

- 49.7 The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.
- 49.8 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.
- 49.9 The Bidder shall confirm that every person engaged by them will have to be qualified with BC Certification course conducted by IIBF within 6 months from the date of issuing work order/intimation.
- 49.10 All the BCs deployed by the bidder will have to be qualified with BC certification course as per Reserve Bank of India/ IBA guidelines. In case of failure to comply with the guidelines and the dates specified the bidder will be liable for penalty of Rs.1000/- per month or part thereof per BC deployed who has not qualified the certification course till the time of such qualification. The penalty shall be waived by the competent authority of the Bank on case to case basis.
- 49.11 Further in case of any penalty or punitive action by RBI or any other statutory authority in the matter will be the responsibility of the SP and any claim by the Bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 1% per month or part thereof will be payable.
- 49.12 The Bidder shall confirm that, every persons engaged by them should not undertake Micro ATM/TAB based transactions within the Branch vicinity with a radius of 50 meters from the Branch premises.

50. LEGAL DISPUTES AND JURISDICTION OF THE COURT:

- 50.1 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 & 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.
- 50.2 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 amicable. In case of failure to resolve the

disputes & differences amicably then the dispute shall be subject to the exclusive jurisdiction of the courts in Chennai 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.

51.SERVICE AGREEMENT AND PENALTIES:

- 51.1 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:
- 51.2 The Successful bidder should agree to the performance standards stipulated by the Bank and comply with all the Standard Operating Procedures (SOPs) prescribed by the bank.
- 51.3 The service provider should maintain all records & registers as per the instructions of the Bank and ensure safe custody of all records and documents.
- 51.4 The Bank shall be entitled to inspect & audit the records maintained by the service provider through its officers or auditors / representatives and the service provider shall provide access to the officers and representatives of the Bank or other regulatory authorities.
- 51.5 The service provider should allow access to RBI/NABARD or persons authorized by RBI/NABARD to inspect and access documents / records and obtain copies of records.
- 51.6 It will be the sole responsibility of the Service Provider to provide uninterrupted service to the customer barring unusual situations or calamities like flood, earth quake, etc.
- 51.7 The service provider and its representatives should maintain secrecy & confidentiality of all records and information in respect of the outsourced service.
- 51.8 The service provider should indemnify the Bank for breach of confidentiality & obligations by the service provider, its representatives and agents at the first demand by the Bank.
- 51.9 The Service Provider 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, copyrights etc.
- 51.10 The Service provider shall ensure all technology compliances and maintenance requirements as may be prescribed by the Bank. The Service Provider 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 BC Agreement). A well- defined disaster recovery and business continuity plan from business angle, should be in place as per the satisfaction of the Bank.

- 51.11 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.
- 51.12 The Business Correspondent 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 Corporate BC & BCA.
- 51.13 Corporate BC will enter into a comprehensive agreement with BCA. A copy of such agreement is to be submitted along with the Technical Bid. Any suggestion given by the bank should be incorporated in the BCA agreement.
- 51.14 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.
- 51.15 A Corporate BC agreement format will be as per Bank/IBA draft.
- 51.16 Each agent must perform minimum 200 financial transactions per month. If non- performance continues for 3 months, Bank may ask to change the agent without any cost to Bank.
- 51.17 In the case of failure on the part of the SP to open BC outlet /mobile BC 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.

52.TIME SCHEDULE:

- 52.1 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.
- 52.2 All activities such as engaging BCs, customers transaction etc for BCs, should be as per the requirements of RFP.
- 52.3 A detailed Schedule will be drawn up by the Bank and shared with selected bidder/s at the time of placing order.
- 52.4 The delay in compliance/supply of the above items will result in penalty as below;
- 52.5 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 non-functioning of the BC agents for any reason, beyond 10 (Ten) working days continuously, a penalty @ Rs. 1000/- per day (from the 11th 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 BC.
- 52.6 Each BC agent has to carryout minimum 200 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. This clause

will not be applicable during first **three** calendar months of generation of terminal ID to BCA.

53.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 renew the contract after 3 years on the same terms and conditions at mutually agreed revised/revisited commercials between the Bank and the Selected Bidder. In case of shifting of the services to a new Service Provider, due to deficiency in the services extended by selected Bidder during the period of the contract or due to policy changes, which warrants switching over to new solution, the existing Selected Bidder shall extend all required support for smooth switch over.

54.REVIEW OF SERVICES:

54.1 The performance of the Corporate Business Correspondent will be reviewed, BC location wise, by the bank every month initially, and thereafter at such intervals as the bank may decide. A Steering Committee at RO level/ Head office level consisting of Bank officials, representative of Business Correspondent and the concerned BCAs will also interact every month to identify and address bottlenecks in BC operation. The bank reserves the right to terminate the contract at any point of time if:

- a) The services are found to be unsatisfactory;
- b) There is a consistent failure to maintain the customer satisfaction;
- c) Desired levels of output by the Business Correspondent are not met;
- d) There is a discrepancy found in the accounts maintained by the Business Correspondent and the records of the Bank;
- e) The customers serviced by the Business Correspondent complain to the Bank that the Business Correspondent is inefficient;
- f) There is fraud in the accounts handled by the Business Correspondent/BCA; or
- g) Any other reason which in the opinion of the bank is not conducive to the continuation of the Services of the Business Correspondent.

54.2 However, before terminating the contract, the bank will give a written notice specifying the defects in services to Business Correspondent and seek rectification of the defects within a period of 7 days. In case the defects are not rectified, the contract will be terminated.

54.3 It is expected that BCAs are engaged & are activated in the locations mentioned in Appendix- I of this RFP within 45 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'.

54.4 The Bank shall not be liable for the acts of omission and/ or commission of the BCA engaged by the Business Correspondent. 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 Business Correspondent.

55. PAYMENT TERMS:

- 55.1 Payment will be made by the Bank on monthly basis in arrears on aggregated basis within 20 days on submission of original invoices by the Business Correspondent duly countersigned by authorized signatory. Payment will be made for the enrollments 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.
- 55.2 The BC is eligible for charges stipulated under Appendix X
- 55.3 Eligible financial transaction means the financial transactions done at BC outlet after factoring in eligible transactions as per terms and conditions given in Annexure X during a month.
- 55.4 Successful bidder shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents & representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.

56. FORCE MAJEURE:

- 56.1 The Business Correspondent 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 Business Correspondent or the bank, i. e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake & 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.

56.2 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 Business Correspondent.

57. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS:

It shall be the sole responsibility of the Business Correspondent/Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

58. SOCIAL MEDIA POLICY:

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

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:

- i) Non adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time.
- ii) 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 procedures.

59. TAXES AND DUTIES:

59.1 The Business Correspondent shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.

59.2 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 Business Correspondent at his cost.

59.3 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 Business Correspondent. 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 Business Correspondent from his responsibility to pay any tax that may be levied in India on income and profits made by the Business Correspondent in respect of this contract.

59.4 The BC/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.

59.5 Goods and Service Taxes (GST) and its compliance:

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

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

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

60. TERMS AND CONDITIONS FOR THE PROPOSAL:

- 60.1 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.
- 60.2 Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions 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.
- 60.3 Responses submitted by a Bidder to this RFP represent a firm offer to contract 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.

- 60.4 The RFP and all supporting documentation/templates are the sole property of Tamil Nadu Grama Bank and shall NOT be redistributed without the prior written consent of Tamil Nadu Grama Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified.

61. CERTIFICATE BY THE BIDDER:

By submitting a signed bid, the Bidder certifies that:

- 61.1 The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- 61.2 The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 61.3 No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 61.4 Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Tamil Nadu Grama Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 61.5 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.
- 61.6 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. Bank will be providing the hardware and software solution. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- 61.7 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.

61.8 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.

62. LIABILITIES 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.

63. 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. 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 Appendix/annexure to this RFP shall form integral part of the RFP.

64. 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