

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF NEW CORPORATE BUSINESS CORRESPONDENTS* (* Existing Corporate BCs are Not required to Participate)

BARODA U.P. BANK,
FINANCIAL INCLUSION DEPARTMENT,
HEAD OFFICE,
BUDDH VIHAR COMMERCIAL SCHEME
NEW SHIVPURI COLONY, TARAMANDAL,

Bid Details: Selection of Entities for Empanelment as Corporate Business Correspondents for Regions

Tender Number	FI/01/2021
Date of issue of RFP	25.11.2021 at 15:00 Hours
Date and Time of Pre-Bid Meeting	06-12-2021 at 15.00 Hours
Last date and time for Receipt Of	20-12-2021 at 14.00 Hours
Bidding Document	
Date and Time of Technical Bid Opening	20-12-2021 at 15.00 Hours
Place of opening of Bids	Baroda U.P. Bank Head Office, Financial Inclusion Department Buddh Vihar Commercial Scheme New Shivpuri Colony, Taramandal Gorakhpur - 273016
Address for communication	As above
EMD	Rs.15,00,000/- (Rupees Fifteen lakhs only) in the form of Pay Order or Demand Draft in favor of Baroda U.P. Bank, payable at Gorakhpur. EMD should be enclosed with Technical Bid. EMD can also be paid in the form of Bank Guarantee (BG) of scheduled commercial Bank other than Baroda U.P. Bank and valid for 3
Contact to Bidders	Interested Bidders are requested to send the queries in the format provided in the RFP document to the following mail IDs: Fi.ho@barodauprrb.co.in
	containing below mentioned information, so that in case of any clarification same may be issued: Name of company, Contact person, Mailing address with Pin Code, Telephone No., email ID

Note: Bids will be opened in presence of the bidders' representative who choose to attend in person at the time of opening of the Bid. No separate information will be provided to individuals/bidders.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Baroda U.P. 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 notice is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their Expression of Interest. The purpose of this notice is for Corporate BCs to submit the desired information with relevant documents. This notice does not claim to contain all the information which Corporate BC may be required to act as Corporate BC. They should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this notice and wherever necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information provided in the notice.' The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

ADOPTION AND IMPLEMENTATION OF INTEGRITY PACT (IP) IN BANK

As per directives of Central Vigilance Commission (CVC), Bank adopted and implemented the Integrity Pact. As per the guidelines, in respect of all major procurements which essentially envisages as agreement between the prospective vendors/bidders and the buyer committing the persons /officials of both the parties not to exercise any corrupt influences on any aspect of the contract. The IP envisages a panel of Independent External Monitors (IEMs), who would review whether and to what extent parties have complied with their obligation. Vendors/bidders/Sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the bidders along with technical bid, the offers shall be summarily rejected. IP shall cover all phases of contract i.e., from the stage of Notice Inviting Tenders (NIT)/Request For Proposal (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/ quarantee. Format of IP is attached in Annexure-XVII for strict compliance.

It may kindly be noted that all clarifications/query/status with respect to tender may be forwarded to the following officer-

Mr. Shubhranshu Biswas, Senior Manager, Baroda U.P. Bank, Head Office, Buddh Vihar Commercial Scheme, New Shivpuri Colony, Taramandal Gorakhpur -273016 Contact No. -9628797692

Email: Fi.ho@barodauprrb.co.in

1. INTRODUCTION

Baroda U.P. Bank, (hereinafter referred to as Bank), has its Head Office at Buddh Vihar Commercial Scheme, New Shivpuri Colony, Taramandal, Gorakhpur – 273016. The Bank is having 1983 branches and 33 administrative/ regional offices spread in 31 districts in the state of Uttar Pradesh. Presently, it has around 6000 BC Agents engaged through Corporate Business Correspondents (CBCs).

2. OBJECTIVES OF THE RFP

- 2.1 To provide basic Banking facilities in Sub Service Area (SSA) allotted by SLBC/ Non SSAs identified by the Bank in Rural, Semi-Urban, Urban or Metro centres by deploying BC Agents.
- 2.2 The BC Agent may use Micro ATM /Desktop /Laptop for providing banking services in these SSA/non SSA areas. The devices used should complement with Micro-ATM standards i.e. STQC certified Biometric scanner and PCIDSS certified PIN pad. Registered Devices services certified by UIDAI to be maintained by bidder as per the extant guidelines.
- 2.3 Applications are invited from the eligible entities for their empanelment as Corporate Business Correspondent for the purpose of deploying BC Agents in the field both SSA and Non SSA locations to deliver banking & financial services. Interested entities may submit their proposal as per the terms and conditions mentioned in the RFP document.
- 2.4 Bank invites technically complete and competitive proposals from Corporate Business Correspondents who are capable to provide BC Agents having required knowledge of Financial Inclusion activities and perform as per the Bank's requirement.
- 2.5 Bidder who is interested in participating in this RFP must fulfil the eligibility criteria mentioned in the document and also be in a position to comply with the technical specification.
- 2.6 The bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.7 Bank will not accept any deviations from the terms and conditions specified in the tender. Deviations may result in disqualification of the offer made by the vendor.

3. ELIGIBILITY CRITERIA

3.1 The bidder must be:

- 3.1.1 NGOs/ MFIs set up under Societies/ Trust Acts and Section 25 of Companies Act:
- 3.1.2 Cooperative Societies registered under Mutually Aided Cooperative Societies Acts/ Cooperative Societies Acts of States/Multi State Cooperative Societies Act;
- 3.1.3 Post Offices; and
- 3.1.4 Companies registered under the Indian Companies Act, 1956/2013 with large and widespread retail outlets, excluding deposit taking Non-Banking Financial Companies (NBFCs), subject to conditions as prescribed by RBI from time to time.

- 3.2 Bank will select the Corporate Business Correspondents as per the following criteria:
 - 3.2.1 The entity should have minimum 3 years' experience as Corporate Business Correspondents. Bidder must submit the certificate issued by any Public sector Bank of satisfactory working.
 - 3.2.2 The entity should possess relevant technology and operational strength for engaging, handholding, training, supporting and monitoring field level agents.
 - 3.2.3 Discreet market opinion about the entity shall be obtained and satisfied upon.
 - 3.2.4 The entity should have significant rural / semi-urban presence.
 - 3.2.5 The net worth of the entity should not be below Rs. 2 crores.
 - 3.2.6 Off balance sheet exposure of the entity shall also be considered while assessing the financial strength of the entity.
 - 3.2.7 The entity should not be loss making for last two years. Audited Balance Sheet of the entity of financial year 2019-20 and 2020-21 should be submitted.
 - 3.2.8 The memorandum/byelaws/constitution of bidder's entity should permit to undertake the Corporate Business Correspondent business.
 - 3.2.9 CIBIL reports of the entity, its proprietor, partners, directors, trustees, etc., shall be generated, verified and satisfied upon. Credit Report and CRILC reports of the entity shall be verified and satisfied upon.
 - 3.2.10 The entity should have a satisfactory track record and should be able to generate the funds required for this service.
 - 3.2.11 The organization / office bearers / members should not have any criminal record.
 - 3.2.12 The office bearers, directors, etc., of the entity should not be a Director or officer/employee of the Bank or a relative having the same meaning under Section 6 of the Companies Act 1956, and in the case of entities, be owned or controlled by such person(s), wherever felt necessary suitable sworn affidavit may be obtained.
 - 3.2.13 There must not be any cases pending against the entity like income tax attachment order, notices under NCLT or any other revenue or other Government or quasi-Government authorities, etc.
 - 3.2.14 The entity should not have been black listed by the Bank or the industry and should not be non-performing/causing concern etc. An undertaking to that effect may be submitted from the entity.
 - 3.2.15 The entity should obtain minimum 60% scoring as per scoring matrix Annexure XVIII.
 - 3.2.16 Bidder must sign the Integrity Pact as per annexure XVII.

4. SCOPE OF WORK:

4.1 Bidder will select, engage, train, educate, appoint and monitor Agent in areas allocated by the Bank in Rural, Simi-Urban, Urban and Metro locations for providing basic banking services through Micro ATM/Kiosk Banking/Tab devices as per the empanelment of bidder and requirement of the Bank.

- 4.2 Primary responsibility of Corporate BCs is to deploy and manage their Agent in field as per requirement of Bank along with Cash management at BC Point.
- 4.3 BC Agents are required to deliver Banking and financial services in their service area as prescribed by Bank/RBI and/or as per extant guidelines.
- 4.4 BC Agents are further required to deliver banking and financial services in allotted locations as prescribed by Bank / RBI viz. Opening of BSBD Accounts, Receipts from and payment to the customers of our bank and other banks, Remittance, Disbursement of Small Value Credit, Recovery in Standard loan accounts, Recovery in NPA accounts, Formation of SHG/ JLG & Credit Linkage, Providing Insurance/ Pension, Financial Literacy etc., as per extant guidelines of Bank or likely to be introduced by Govt. Of India/ RBI or any other regulatory authorities from time to time (Refer Appendix-II under Annexure-XV).
- 4.5 The Bank has approved uniform rates and commission payable to all CBCs. The rates of commission payable to the CBCs will be advised after the completion of selection process. However, commission sharing between Corporate BC and their Agents shall be in the ratio of 20:80.
- 4.6 Empanelment will be valid maximum for the three years only after execution of the required agreements with Bank.
- 4.7 Bidder should engage qualified and experienced agents at the selected Region/state/States or on PAN India basis. Bidder should also deploy and manage Agent in field as per requirement of the Bank.
- 4.8 No subcontracting is permitted. Bidder should have direct contract with their agents and not through subcontractor. Bidder can use contractors for other services but not for Bank, bidder will be the only contact point for all the services and issues related to this RFP. Bank will not discuss or attend any issue of / or through/ with subcontractor.
- 4.9 Agent will provide the following services in field. The list is indicative only and apart from the list Agent will provide other services as required by Bank/ RBI/ DFS or any other enforcement agencies from time to time
 - 4.9.1 Compulsory accessibility to the account holders / customers, of minimum 4 hours a day, preferably from 10.00 A.M to 2.00 P.M. and for minimum 5 days in a week. However, the BC agents are free to work beyond the stipulated hours and days.
 - 4.9.2 Each BC Point should display a notice board with details such as Timing of BC point, contact details and address of Link branch, villages covered and Grievance redressal details
 - 4.9.3 To ensure that the outlets are manned by reliable and knowledgeable persons so that business continuity is maintained.
 - 4.9.4 Providing permitted banking services on behalf of the Bank. While the CBC can act for more than one Bank, BC agent shall at the point of customer interface or at retail outlet, represent and provide banking services to Baroda U.P. Bank only.
 - 4.9.5 Creating awareness about savings and other products and education and advice on managing money and debt counselling, marketing of financial products including savings/providing product information etc.

- 4.9.6 Visit to the villages and approach households with application form for opening the account.
- 4.9.7 Identify Potential Customers.
- 4.9.8 Promoting, nurturing and monitoring of Self Help Groups/ Joint Liability Groups/Credit Groups/others;
- 4.9.9 Data collection: Data collection of the beneficiaries, capturing their demographic, geographical and economic profile is to be done by Business Correspondents, if required at any time. Complete the customer enrolment procedure as per the Bank's requirement which includes filling of account opening forms, verification of primary information/data, capturing of KYC data, photo / image of the identified customer, his/her finger prints of all fingers of both hands etc.
- 4.9.10Account opening: BCs will send the enrolment documents & details to designated branch to authenticate in the system. Beneficiaries will be enrolled by business correspondents and branch to ensure compliance with KYC norms. It will be the responsibility of the BC to ensure correctness of the enrolment data.
- 4.9.11Transactions: Transactions in the accounts will be allowed to the beneficiaries through handheld devices / kiosk channel only after biometric identification and cash settlement up to permissible limits will be undertaken by the business correspondents. In addition to transactions through BC agents, customers will be allowed to transactions through the handheld devices/machines at the branches as well.
 - **a.** In case of Individual account holder: Acceptance of cash from the account holder. Disbursement of cash to the account holder, Operations in the card account, to ensure that daily cash withdrawal/deposit limit does not exceed of an account holder.
 - **b.** <u>In case of 3rd Party Products</u>: Sale of micro insurance (PMJJBY & PMSBY)/ pension products (APY).
 - **c.** Receipt and delivery of small value remittances. Disbursement of Government Payments like Pension, wages under National Rural Employment Guarantee Scheme (NREGA), Assist in Fund Transfer, Balance Enquiry, Issue of Mini statements etc.
- 4.9.12 **In case of Credit /Loans:** Processing and submission of loan applications to branches, Follow-up for recovery, Recovery of principal / collection of interest.

5. COST OF RFP (NON REFUNDABLE) AND EARNEST MONEY DEPOSIT (REFUNDABLE)

5.1 Bidders are required to pay Rs.5,000/- towards Tender Application Fee in the form of Demand Draft drawn on any scheduled commercial Bank, in favour of Baroda U.P. Bank payable at Gorakhpur along with required documents. This cost of RFP is non refundable.

- 5.2 Bidder should deposit **EMD** (**refundable**) **of Rs. 15,00,000/-** (Rs Fifteen Lakh only) in the form of a Demand Draft in favour of Baroda U.P. Bank payable at Gorakhpur or Bank Guarantee (BG) issued by a scheduled commercial bank other than Baroda U.P. Bank favouring Baroda U.P. Bank as per Annexure-IX. Same should be submitted at the time of submitting bid.
- 5.3 No interest will be payable on the Bid Security amount. Bid Security of unsuccessful Bidders will be refunded only after completion of the bid process. Bid security to successful bidder will be released only after execution of the agreements and deploying BC Agents in first tranche of location/s allotted by the Bank.
- 5.4 Bank will follow the guidelines issued by Government of India for MSME units registered with NSIC under single point registration scheme. MSME units are exempted from payment of Tender Application Fee and Earnest Money Deposit as per Government of India notification. However bidder has to submit the copy of valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.
- 5.5 EMD will be forfeited in the following cases:
 - 5.5.1 If a bidder withdraws its bid during the period of bid validity and/or
 - 5.5.2 In case of a successful Bidder, if the Bidder fails:
 - 5.5.2.1 To start the activities in selected area within the stipulated time and/or
 - 5.5.2.2 The Bidder refuses to accept empanelment letter or having accepted the purchase order, fails to carry out his obligations mentioned therein.

6. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. AMENDMENT OF BIDDING DOCUMENTS

- 7.1 At any time prior to the date for submission of bids, the bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments.
- 7.2 Amendments/ addendum, if any will be notified through Bank's website and will be binding on all the bidders. Bidders are advised to visit Bank's website before the last date of submission for any addendum in RFP document or extension in bid submission date.
- 7.3 In order to provide prospective Bidders, reasonable time to take the amendment into account for preparing their bid, Bank may, at its discretion, extend the last date of submission of bids.

8. TERMS OF EXECUTION OF WORK

8.1 Our BC Agents function with Kiosk / Micro ATM which are ICT enabled and transactions happen on real time. Bank has engaged M/s Tata Consultancy

- Services (TCS) as Technology Service Provider (TSP). BC Agents of selected Corporate BCs will be required to function using Bank's application only. In future, Bank may upgrade the technology as per requirement for Mobile or other devices which CBCs will be required to adopt as and when implemented without any cost to Bank.
- 8.2 Cash Management will be the responsibility of the Bidder for the Banking operation.
- 8.3 Bank at its discretion may allot the identified locations to successful bidders empanelled through this RFP for engaging its agents at locations provided by Bank. Empanelment doesn't give a right to empanelled entities to claim the mandates.
- 8.4 Bank reserves the rights to cancel entire mandate and forfeit the Bank Guarantee if bidder fails to appoint its agents within 60 days from the date of allocation.
- 8.5 Bidder after its empanelment should deposit the security amount/BG at the time of signing the Agreement, failing which Bank may withdraw the mandate & forfeit the security deposit (EMD).
- 8.6 Bidder will fully be responsible for the act of its Agents.
- 8.7 Bidders must ensure that their Agents are fully aware about the financial inclusion and should provide them regular training about banking products and technology to keep the Agents abreast latest developments.
- 8.8 Bidder must follow all the rules & guidelines of Bank/RBI and other regulatory agencies issued from time to time and without any additional cost to Bank.
- 8.9 The bidder should ensure minimum 90% deployment of its Agents in the allotted location within 30 days.
- 8.10 Bidder must Display the Board at the location mentioning Bank's Name, Logo, its agent's name and location along with link Branch Name and contact details etc as per extant guidelines.
- 8.11 The CBC has to procure the required hardware including PIN PAD and Biometric Devices for biometric based transactions (AEPS) and PIN based transactions (Card based) system respectively besides power & internet, Desktop or Laptop, printer and other equipment for setting up of Kiosk center at own cost.
- 8.12 Bank will not pay any rentals, establishment costs etc. towards setting up of Kiosks etc. Only the commission approved by Bank for different Banking and Financial services will be paid.
- 8.13 CBC shall not accept any money as security / franchise deposit from their field BC Agents.
- 8.14 Bank will not provide any license for Operating System or any other application other than common FI application for Kiosk/ Micro-ATM Devices. Any cost towards Operating System or any other application required for running the Kiosk/ Micro-ATM device will be by and at the cost of the selected bidder. Bidder will use licensed software and Operating System only and shall ensure that no unauthorized software is installed in the Kiosk/ MICRO ATM device.
- 8.15 In case of Kiosk banking where Agent will function from Laptop, bidder has to install licensed antivirus on all laptop and update and scan the laptop regularly. Bank will not permit any laptop to be connected to Bank's network unless a valid licensed antivirus is installed in it.
- 8.16 In case of cancelation of mandate due to non-appointment of Agent by selected

bidder, Bank may forfeit the Bank Guarantee and may levy penalty deemed appropriate by Bank.

- 8.17 All payments are subject to applicable taxes, including TDS, GST etc.
- 8.18 Corporate BC will make necessary arrangement at its own cost for creating and providing infrastructure like connectivity, office space, furniture and fixtures, power and lighting and stationary as required to function.
- 8.19 Bidder must provide the required MIS on regular basis as per the requirement of Bank. Bank will require daily activity reports along with weekly, monthly and quarterly performance for review.

9. LOCATION TO BE COVERED

Bidders may apply for entire Area of Operation of the Bank in the state or selected districts of their choice for bidding.

10. BIDDING PROCESS

- 10.1 The offer will be Technical only for empanelment of CBCs. Bank has its approved Commercials applicable equally to all CBCs and can be known by bidders / CBCs on request. Bid must be submitted before the scheduled time giving full particulars, addressed to the Asst. General Manager, Financial Inclusion Department, Baroda U.P. Bank, Head Office, Buddh Vihar Commercial Scheme, New Shivpuri Colony, Gorakhpur 273016. India and duly super-scribed 'Empanelment of Corporate Business Correspondents Entity'. Bid offer should also indicate name, address and contact number of the bidder submitting the offer.
- 10.2 The offers should be sent through courier/post so as to reach at the given address before the stipulated date and time. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.
- 10.3 TECHNICAL BID must contain the Bidders information in the format as given in bid document. TECHNICAL BID should NOT contain any pricing or commercial information at all.
- 10.4 The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.
- 10.5 The authorization shall be indicated by written Power of Attorney accompanying the bid. All pages of the bid except un-amended printed literature shall be initialled by the person or persons signing the bid.
- 10.6 The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the bidder, in such case corrections shall be initialled by the person or persons signing the bid.
- 10.7 No separate communication will be sent to the unsuccessful bidders at any stage.

11. OFFER VALIDITY PERIOD

The offer should remain valid for a period of at least 180 days from the date of the offer.

12. VALADITY PERIOD / CONTRACT PERIOD

The contract period will be valid maximum for a period of three years from the

date of entering contract subject to review of their activities annually, if found unsatisfactory at any point, Bank may put a notice of termination of its services in a month time from the date of such notice. In case bidder/CBC desires to quit, it is to serve the Bank a prior notice of six months.

13. LATE BIDS

Any bid received by the Bank after last date and time of submission of bid prescribed by the Bank, may be rejected and/or returned without assigning any reason thereof.

14. TECHNICAL OFFER (TO)

- 14.1 The Technical offer (TO) should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- 14.2 The TO must be submitted in structured manner. No brochures, leaflets, etc. should be submitted in loose form.
- 14.3 The TO should comprise the followings:
 - 14.3.1 Pre-qualification criteria as per Annexure-I
 - 14.3.2 Acceptance of scope of work as per Annexure-II
 - 14.3.3 Acceptance of Terms and Conditions as per Annexure-III
 - 14.3.4 Undertaking by Bidder as per Annexure-IV
 - 14.3.5 Bidder's information. Annexure-V
 - 14.3.6 Letter of Authority with Board resolution. Annexure VIII
 - 14.3.7 Bank Guarantee for EMD. Annexure-IX
 - 14.3.8 Undertaking by Bidder for non-black listed as per Annexure-XI
 - 14.3.9 Know Your Employee Undertaking as per Annexure- XIII
 - 14.3.10 Technical evaluation score as per Annexure XVIII
 - 14.3.11 Letter from PSU Bank as per Annexure- XVI
 - 14.3.12 Duly executed Pre contract Integrity Pact by Authorized person. As per Annexure XVII.
 - 14.3.13 Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor (to be filed in a separate file.)
 - 14.3.14 All the Annexures submitted should be duly signed with seal of the company. A copy of all the pages in RFP should be signed and sealed and to be submitted in technical bid.
 - 14.3.15 RFP cost and Bid security should be submitted separately with the **Technical Bid**.

15. ERASURES OR ALTERATIONS

The corrections or alterations, if any should be authenticated. In case of the corrections/alteration not properly authenticated, the offer may be liable for rejection.

16. MODIFICATION AND/OR WITHDRAWAL OF BID

16.1 The bidder may modify or withdraw its bid's submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the deadline prescribed for submission of bids.

- 16.2 The Bidders' modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provision of Para 'Submission of Bids', with the envelope additionally marked 'MODIFICATION' or 'WITHDRAWAL' as appropriate. The withdrawal notice may also be sent by email but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 16.3 No bid will be modified after the deadline for submission of bids.
- 16.4 No bid may be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by the bidder in the submitted bid.
- 16.5 No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

17. OPENING OF OFFERS

The representative of the Bidder may be present for the opening of the Technical Offers. No separate intimation will be given in this regard to the Bidders, for deputing their representative. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.

18. SECURITY DEPOSIT/BANK GUARANTEE

- 18.1 The Bidder shall furnish to the bank, security deposit in the form of Fixed Deposit and/or an unconditional Bank Guarantee at the time of entering the Agreement as below:
 - Security deposit for a total amount of Rs.50 lakhs of which Rs. 25 lakhs minimum by way of FDR for a minimum period of 3 years held with Baroda U.P. Bank and rest in the form of FDR held with Baroda U.P. Bank or Bank Guarantee issued by a Scheduled Commercial Bank as per Annexure-VII for minimum period of 3 years, is to be provided by the Corporate BC. This will be for the **initial block of 250 BC agents to be deployed by the Corporate BC.** Subsequently, as and when the Corporate BC deploys additional BC Agents (in excess of initial block of 250), Security deposit of Rs.10 lakhs of which Rs. 5 lakhs minimum by way of FDR for a minimum period of 3 years held with Baroda U.P. Bank and rest in the form of FDR held with Baroda U.P. Bank or Bank Guarantee issued by Scheduled Commercial Bank for a minimum period of 3 years, for every **additional block of every 200 BC agents is to be provided by Corporate BC**.
- 18.2 The proceeds of the Security Deposit (Fixed Deposit /Bank Guarantee) shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

19. EVALUATION CRITERION

19.1 Evaluation of Bids:

- 19.1.1The Bank's evaluation committee will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed:
- a) Confirmation to pre-qualification criteria. Annexure -I.
- b) Confirmation to the scope of work. Annexure -II.
- c) Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein. Annexure III.

- d) All the annexures duly signed by the Authorized Person.
- e) Copy of resolution from Board authorizing the authorized person for signing and participating in the bidding process.
- f) Satisfactory functioning letter issued by any public sector Bank for the Corporate Business Correspondent services provided as per Annexure XVI.
- g) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.
- 19.1.2 TECHNICAL BID will be opened and evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.
- 19.1.3 If more than required number of Corporate entities qualify, the evaluation committee shall shortlist the CBCs based on additional parameters detailed as under:

Sr. No	Parameter	Criteria	Marks	Max Marks	Marks Scored
1	Minimum	Above 10 years	10		
•	Experience as CBC	Above 3 year less than 10 years	7	10	
		Less than 3 year/ No Experience	0		
2	Function as	> 3 Banks	10		
	CBC of Banks	2- 3 Banks	6	4.0	
		1 Bank	3	10	
		Nil	0		
3	No. of BC Agents	More than 2000	10		
presently managed by Corporate BC	More than 500 to less than 2000	7			
	Corporate Bo	More than 200 to Less than 500	5	40	
		Less than 200	0	10	
4	Presence of Corporate BC in	More than 5 states	10		
	number of States	More than 2 states but less than 5 states	8	10	
		<2 States	5		
		5 Crs and above	10	10	
5	Net Worth	Above 2 Crs and less than 5 cr	6		
		Less than 2 cr	0		
	Total			50	

Shortlisted bidders will be called for the **presentation before the**Committee formed by Bank for the purpose. Committee will also inquire about the capabilities of delivering the services in the selected area and examine strength of the bidder. If satisfied, the proposal will be recommended to the competent Authority for the selection.

- 19.1.4 Selected bidders will be informed through letter and successful bidder must execute the required agreements attached to the bid document and additional if required.
- 19.1.5 Evaluation committee may inquire from the respective Bank's or visit to verify the credentials or seek confirmation as and when the requirement is felt.
- 19.1.6 Bank will re-examine and ask for details /may deduct the score if not supported by documentary proof wherever required.
- 19.1.7 Bank reserves the right to reject an offer under any of the following circumstances:
 - a) Bid security is not submitted.
 - b) Offer is incomplete and/or not accompanied by all stipulated documents.
 - c) Offer is not in conformity with the terms and conditions stipulated in this document.
 - d) Signatory of offer is not having Authorization letter to submit the bid on behalf of entity.

20. PAYMENT TERMS:

- 20.1 The CBC shall be paid commission as per the Bank's approved rates subject to deduction of income tax (TDS) thereon wherever required under the provisions of the Income Tax Act by the Bank
- 20.2 Payment will be made in arrears against the invoices.
- 20.3 No advance payment will be made.
- 20.4 The CBC to open a Current Account in the name of the CBC with the Bank in the designated branch of the Bank and agrees to route the permitted credits and debits as per the terms and conditions set out in the Agreement.
- 20.5 All other taxes duties and other charges which may be levied excluding GST shall be borne by the CBC and the Bank shall not be liable for the same. Bank will reimburse GST at actuals, wherever applicable.
- 20.6 The CBC shall not demand, collect / recover any commission / service charges in any form from the Customers, directly for the services rendered by them.
- 20.7 In case of customer complaints, deficiency in service on the part of the Business Correspondents etc. the Bank shall be within its rights to withhold or demand return of the fees/ commission paid.

21. ORDER CANCELLATION

- 21.1 Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, may terminate the Contract in whole or in part.
- 21.2 If the Bidder fails to deploy its agents at the allotted locations within the period(s) specified in the Contract, or within any extension thereof granted by the Bank the Bank may cancel the full or part of the order. The Bank reserves its right to cancel the order in the event of delay in deployment of agents or non/under performance of the CBC.
- 21.3 If the bidder/CBC fails to perform any other obligation(s) under the Contract, the mandates issued in his favour may be withdrawn.
- 21.4 In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered and the bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the bidder shall continue performance of the Contract to the extent not terminated.

22. LIQUIDATED DAMAGES

- 22.1 Selected bidder will appoint Agents in selected locations within a period of 30 days from the date of issuance of Mandate for deployment of agents for timely delivery of services.
- 22.2 Bank reserves the right to cancel the mandate if selected bidder fails to appoint Agents within 60 days from date of Mandate.
- 22.3 Each BC Agent has to enroll resident for account opening and process transactions all together at least -200- per month failing which penalty of Rs.500/- per month per Kiosk will be imposed on the CBC at the discretion of the Bank. This clause will not be applicable during first calendar month of issuance of KO Code to BCA
- 22.4 Without prejudice to the banks' right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the CSP for any reason, beyond 5 (five) working days continuously, a penalty @ Rs.500/- per day (from the 6th day onwards) will be charged for each of the Customer Service Point from the Service Provider/ CBC.
- 22.5 Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.
- 22.6 Notwithstanding the Bank's right to cancel the order, liquidated damages will be charged for every month's delay in delivery if the bidder fails to deploy the agents at allotted Region/ zone of the Bank for timely delivery of services.
- 22.7 The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the bidder.

23. INSPECTIONS & TESTS

23.1 Bank, it's Auditors or officials from any regulatory authority including

- but not limited to RBI, DFS may inspect the location and books of the bidder related to the project. Bidder should permit the same without demur.
- 23.2 Bank reserves the right to inspect its (bidders/CBC) office, working methods, books & records including soft copies during any working day.

24. WARRANTY AND BUSINESS CONTINUITY PLAN

- 24.1 Corporate Business Correspondent (CBC) selected in the RFP should submit a Business Continuity Plan' for the purposes of ensuring continued rendering of services undertaken by the Corporate Business Correspondent (CBC) to the Bank simultaneously with the execution of the Agreement or latest within one month from the date of execution of the Agreement. Corporate Business Correspondent (CBC) should make necessary changes to the Business Continuity Plan or Contingency Plan as per instructions / directions given by the Bank after examination of the plan submitted by the Corporate Business Correspondent (CBC). Corporate Business Correspondent (CBC) shall also test the Business Continuity and Recovery Plan periodically.
- 24.2 Bidder should make all arrangements for the replacement/ repair/ modification in the hardware and software used by agents deployed by the bidder.
- 24.3 Bidder should also make arrangements for the leave and training of agents as per the rules of Govt./NABARD/RBI or any regulatory agency without any cost to the Bank.
- 24.4 Bidder should be responsible for adhering to the labour laws of its Agents deployed without any cost and /or legal liability /risk to Bank.

25. SERVICE LEVEL AGREEMENT (SLA)

At the same time as the Bank notifies the successful Bidder that its Bid has been accepted, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP as referred in Annexure-XV.

26. SYSTEM MAINTENANCE STANDARD

- 26.1 **CBC** shall deploy a coordinator / Supervisor (without any extra cost to the Bank) to provide technical as well as administrative support to the group of each-25- BCAs. Coordinator will also be responsible to impart training related to BCAs' job roles including various products of the bank, mentor and monitor their progress. In addition, these coordinators will submit BCA wise progress report to concerned link branch on weekly basis and to respective Regional Office on monthly basis within a period of -5- days from the close of the month.
- 26.2 The Bidder shall be responsible for the fault free operation of their Agents deployed for Financial Inclusion activities during the contract period.

27. BIDDER'S OBLIGATIONS

27.1 The Bidder is responsible for managing the activities of its

- employee/agents or sub- contracted personnel and will hold itself responsible for any misdemeanours.
- 27.2 The Bidder/CBC including its employees/agents will treat as confidential all data and information about the bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank. In case of any breach of trust, the Bank may initiate necessary action as deemed fit entirely at the cost and responsibility of the Bidder.

28. DELAYS IN THE BIDDER'S PERFORMANCE

Performance of the Services shall be made by the bidder in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the bidder will result in imposition of liquidated damages and/ortermination of contract.

29. TERMINATION FOR DEFAULT

- 29.1 The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligations(s) under the Contract.
- 29.2 In case 50% of total BCAs deployed by the Corporate BC remain non- functional for more than 1 month, Bank reserves right to terminate the agreement with the CBC without assigning any further clarification.
- 29.3 In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.
- 29.4 Bank may terminate the empanelment if bidder is not executing the Agreements including NDA within 30 days of the information sent by Bank to bidder.
- 29.5 In case, bidder does not execute the mandate in the given locations within 60 days of the mandate date, Bank may terminate the empanelment.
- 29.6 The Bank may terminate the contract by giving a one month notice in writing to the address provided by the company.

30. PATENTS RIGHTS

- 30.1 The bidder shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, or any part thereof in India.
- 30.2 The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

- 30.3 The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible for & including all expenses, court and legal fees.
- 30.4 The Bank will give notice to the bidder of any such claim without delay, may provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.

31. FORCE MAJEURE

31.1 Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, 'Force Majeure' means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

32. OTHER TERMS AND CONDITIONS:

- 32.1 The bidder needs to comply with all the eligibility criteria mentioned above. Non- compliance to any of these criteria would result in outright rejection of the bidder's proposal.
- 32.2 The documentary proof in support of each of the eligibility criteria has to be provided.
- 32.3 Any assumptions made by the bidder in response to this RFP will be at their own risk and cost. The Bank will not be liable for any such assumptions / representations made by the bidder. The Bank's assumptions and decision will be final.
- 32.4 A certified copy of all documents should be submitted along with technical bid.
- 32.5 Hard copy of the credential letters from clients neatly bound and labelled.
- 32.6 The credentials to be submitted by the bidder for eligibility evaluation should be as prescribed in Eligibility Criteria above.
- 32.7 The Bank reserves the right to disqualify bidders who do not submit sufficient proof of credentials in order to meet the specified eliqibility criteria.
- 32.8 The first stage of evaluation will be validation of the eligibility criteria. Only those bidders that meet the eligibility criteria will be considered for further stages of evaluation viz. the functional / technical stage.

32.9 Clarifications needed on any of the points mentioned in the RFP, if any, may be sought from the Bank as per the timelines specified in Bid details and after which no request will be entertained.

33. GOVERNING LAWS AND DISPUTES:

- 33.1 All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these RFP Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. Any appeal will be subject to the exclusive jurisdiction of the courts in Gorakhpur.
- 33.2 During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Gorakhpur.

34. RFP OWNERSHIP

The RFP and all supporting documentation are the sole property of Baroda U.P. Bank and should not be redistributed without prior written consent of Baroda U.P. Bank. Violation of this would be a breach of trust and may, inter-alia, cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Baroda U.P. Bank when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

35. PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the bidders shall become the property of Baroda U.P. Bank unless the Bank agrees to the bidders' specific requests, in writing, the proposal and documentation to be returned or destroyed.

36. TENDER/RFP CANCELLATION

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

37. INDEMNITY

37.1 CBC shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as 'Personnel') harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly

or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- a) Bank's authorized / bona fide use of the Deliverables and /or the Services provided by CBC and their agents under this assignment; and/or
- b) Negligence or wilful misconduct of CBC and/or its employees, agents, sub-agents, sub-contractors in performance of the obligations under this arrangement; and/or
- c) claims made by employees or agents or sub-agents or employees of agents or employees of sub-agents or subcontractors or subcontractors' employees, who are deployed by the CBC, against the Bank; and/or
- d) claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the CBC to its employees, its agents, sub-agents, contractors and sub-contractors; and/or
- e) breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the CBC under this arrangement; and/or
- f) breach of confidentiality obligations of the CBC, their agents; and/or
- g) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;
- 37.2 Bank shall notify the CBC in writing as soon as possible when the Bank becomes aware of the claim, and co-operate with the CBC in the defence and settlement of the claims.
- 37.3 The CBC shall have sole control of the defence and all related settlement/ negotiations, and Bank will provide the CBC with the assistance, information and authority reasonably necessary to perform the above.
- 37.4 In the event of CBC does not fulfil its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the CBC under this arrangement.
- 37.5 The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.
- 37.6 CBC shall be liable under the relevant statue, civil and / or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and / or offline transactions committed (including those committed by any of its employees, agents, sub-agents, representative and/or sub-contractors, past, present or future), in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner

whatsoever to the extent of such acts and / or transactions.

38. PUBLICITY

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

39. USE OF CONTRACT DOCUMENTS AND INFORMATION

The bidder shall not, without the Bank's prior written consent, make use of any document or information provided by Bank in Bid document or otherwise except for purposes of performing contract.

40. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER

- 40.1 The shortlisted bidder shall be required to execute Agreement cum SLA (Service Level Agreement) with the Bank immediately after shortlisted by Bank.
- 40.2 The list of bidders empanelled in the roll as CBCs of the Bank will remain valid for a period of three year unless renewed based on their updated information related to current working of such bidders/entities in the specified field of Financial inclusion.

41. SUBMISSION OF BIDS

The bidders shall duly seal the envelope. The bid should be addressed to the bank at the following address:-

Asst. General Manager (FI), Baroda U.P. Bank, Head Office, Buddh Vihar Commercial Scheme, New Shivpuri Colony, Taramandal Gorakhpur -273016

ANNEXURE- I PRE-QUALIFICATION CRITERIA (ELIGIBILITY COMPLIANCE)

CI	(ELIGIBILITY COMPLIANCE)				
SI. No.	Pre-Qualification	Compliance (Yes/No)	Supporting document Required		
1.	 NGOs/ MFIs set up under Societies/ Trust Acts and Section 25 of Companies Act: Cooperative Societies registered under Mutually Aided Cooperative Societies Acts/ Cooperative Societies Acts of States/Multi State Cooperative Societies Act; Post Offices; and Companies registered under the Indian Companies Act, 1956/2013 with large and widespread retail outlets, excluding deposit taking Non-Banking Financial Companies (NBFCs), subject to conditions as prescribed by RBI from time to time. 		Copy of the Letter of Incorporation/ registration' or any other documentary proof.		
2	The entity should possess relevant technology and operational strength for engaging, handholding, training, supporting and monitoring field level agents.		Copy of the Letter of Incorporation/ registration' or any other document. Letter from the Public Sector Bank as per Annexure XVI		
3	The entity should have significant rural / semi-urban presence.		Certificate issued by any Public sector Bank of satisfactorily working as per Annexure XVI		
4	The memorandum/byelaws/constitution of bidder's entity should permit to undertake the Corporate Business Correspondent business.		Copy of certificate of incorporation & Articles of Association or any other relevant document.		
5	The net worth of the entity should not be below Rs. 2 crores. The entity should not be loss making for last two years.		Annual audited balance sheet and P/L statements for last three financial years 2018-19, 2019-20 and 2020-21.		

6	 The organization / office bearers / members should not have any criminal record. The office bearers, directors, etc., of the entity should not be a Director or officer/employee of the Bank or a relative having the same meaning under Section 6 of the Companies Act 1956, and in the case of entities, be owned or controlled by such person(s), wherever felt necessary suitable sworn affidavit may be obtained. There must not be any cases pending against the entity like income tax attachment order, notices under NCLT or any other revenue or other Government or quasi-Government authorities, etc. The entity should not have been black listed by the Bank or the industry and should not be non-performing/causing concern etc. 	Undertaking on Company's letterhead in this regard to be submitted by the bidder as per Annexure XI
8	The services of bidder should not have been discontinued by any Bank on account of non-performance/ poor performance.	Undertaking on Company's letterhead in this regard to be submitted by the bidder.
9	Bidder must sign the Integrity Pact as per Annexure XVII.	Pact must be executed and submitted as a part of offer by the Authorized person.
10	 The number of BC Agents presently managed by the CBC. The number of Public SectorBanks where CBC is empanelled. Presence in number of States. Number of years the CBC is in the Business. Field infrastructure and support system of the CBC. 	Undertaking on Company's letterhead in this regard supported by Certificates issued by all Public sector Banks where CBC is empanelled as per Annexure XVI, wherever applicable.

Signature of Authorized Signatory Seal of company

ANNEXURE -II ACCEPTANCE OF SCOPE OF WORK

	ACCEPTANCE OF SCOPE OF WORK	
SI No.	Scope of Work	Compliance (Yes/No)
1	Bidder will select, engage, train, educate, appoint and monitor Agent in areas allocated by the Bank in Rural, Simi- Urban, Urban and Metro locations for providing basic banking services through Micro-ATM/Kiosk Banking as per the empanelment of bidder and requirement of the Bank.	
2	Primary responsibility of Corporate BCs is to deploy and manage their Agent in field as per requirement of Bank along with Cash management at BC Point.	
3	Corporate BC has to submit security deposit and/or Bank Guarantee in the following manner: For initial block of 250 BC agents: Security deposit for a total amount of Rs.50 lakhs of which Rs. 25 lakhs minimum by way of FDR for a minimum period of 3 years held with Baroda U.P. Bank and rest in the form of FDR held with Baroda U.P. Bank or Bank Guarantee issued by a Scheduled Commercial Bank for minimum period of 3 years. For additional block of every 200 BC agents deployed: Security deposit Rs.10 lakhs of which Rs. 5 lakhs minimum by way of FDR for a minimum period of 3 years held with Baroda U.P. Bank and rest in the form of FDR held with Baroda U.P. Bank or Bank Guarantee issued by Scheduled Commercial Bank for a minimum period of 3 years. This security is separate from any of the security the field	
4	BC Agents are required to deliver Banking and financial services in their service area as prescribed by Bank/ RBI as per extant guidelines.	
5	BC Agents are further required to deliver financial products & financial services in allotted locations as prescribed by Bank / RBI viz. Opening of BSBD Accounts, Receipts from and payment to the customers of our bank and other banks, Remittance, Recovery in Standard loan accounts, Recovery in NPA accounts, Providing Insurance/ Pension, Financial Literacy etc., as per extant guidelines of Bank or likely to be introduced by Govt. Of India/ RBI or any other regulatory authorities from time to time.	
6	The Bank has approved uniform rates and commission payable to all CBCs. The rates of commission payable to the CBCs will be advised after the completion of selection process. However, commission sharing between Corporate BC and their Agents shall be in the ratio of 20:80.	

7	Emparalment will be valid maximum for three years only	
	Empanelment will be valid maximum for three years only after execution of the required agreements with Bank.	
8	Bidder should engage qualified and experienced agents at	
	the selected area. Bidder should also deploy and manage	
	Agents in field as per requirement of the Bank.	
9	No sub contracting is permitted. Bidder should have direct	
	contract with their agents not through sub contractor. Bidder can use contractors for other services but not for Bank,	
	bidder will be the only contact point for all the services and	
	issues related to this RFP. Bank will not discuss or attend any	
	issue of / or through/ with subcontractor.	
10	Agent will provide the following services in field. The list is	
	indicative only and apart from the list Agent will provide	
	other services as required by Bank/ RBI/ DFS or any other	
	enforcement agencies from time to time	
	Compulsory accessibility to the account holders /	
	customers, of minimum 4 hours a day, preferably from 10.00 A.M to 2.00 P.M. and for minimum 5	
	days in a week. However, the BC agents are free	
	to work beyond the stipulated hours and days.	
	 Each BC Point should display a notice board with 	
	details such as Timing of BC point, contact details	
	and address of Link branch, villages covered and	
	Grievance redressal details, Do's and Don'ts etc.	
	 To ensure that the outlets are manned by reliable 	
	and knowledgeable persons so that business	
	continuity is maintained.	
	 Providing permitted banking services on behalf of the Bank. While the CBC can act for more than one 	
	Bank, BC agent shall at the point of customer	
	interface or at retail outlet, represent and provide	
	banking services for Baroda U.P. Bank only.	
	 Creating awareness about savings and other 	
	products and education and advice on managing	
	money and debt counselling, marketing of	
	financial products including savings/ providing	
	product information etc.	
	 Visit to the villages and approach households for opening SB/FD/RD accounts Social Security 	
	Schemes etc.	
	 Identify Potential Customers. 	
	 Data collection: Data collection of the 	
	beneficiaries, capturing their demographic,	
	geographical and economic profile is to be done by	
	business correspondents, if required at any time.	
	Complete the customer enrolment procedure as	

- per the Bank's requirement which includes filling of account opening forms, verification of primary information/data, capturing of KYC data, photo / image of the identified customer, his/her finger prints of all fingers of both hands etc.
- Account opening: BCs will send the enrolment documents & details to designated branch to authenticate and unfreezing the same in the system. Beneficiaries will be enrolled by business correspondents and branch to ensure compliance with KYC norms. It will be the responsibility of the BC to ensure correctness of the enrolment data.
- Transactions: Transactions in the accounts will be allowed to the beneficiaries through handheld devices / kiosk channel only after biometric identification and cash settlement up to permissible limits will be undertaken by the business correspondents. In addition to transactions through BC agents, customers will be allowed to do transactions through branches as well.
 - In case of Individual account holder: Acceptance of cash from the account holder. Disbursement of cash to the account holder, Operations in the card account, to ensure that daily cash withdrawal/deposit limit does not exceed of an account holder.
 - ➤ In case of 3rd Party Products: Sale of micro insurance/ pension products (APY)/ other third party products.
 - Receipt and delivery of small value remittances/ other payment instruments. Disbursement of Government Payments like Pension, wages under National Rural Employment Guarantee Scheme (NREGA) etc, Assist in Fund Transfer, Balance Enquiry, Issue of Mini statements
- In case of Credit /Loans: Processing and submission of loan applications to branches, Postsanction monitoring; Follow-up for recovery, Recovery of principal / collection of interest.

ANNEXURE- III ACCEPTANCE OF TERMS AND CONDITIONS (LETTER TO THE BANK ON THE VENDOR'S LETTERHEAD)

To
The General Manager,
Baroda U.P. Bank,
Head Office
Buddh Vihar Commercial Scheme
New Shivpuri Colony
Taramandal
Gorakhpur – 273016

Sirs,

Sub: RFP for Empanelment of Corporate Business Correspondents Entities

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Empanelment of Corporate Business Correspondents Entities as detailed in your above referred RFP. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as per Annexure. We also confirm that the offer shall remain valid for 180 days from the date of the offer. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

Dated at	this	day of	20
		•	
Yours faithfully,			

Authorized Signatory Seal of company

ANNEXURE -IV (LETTER OF UNDERTAKING ON COMPANY LETTER HEAD)

To The General Manager, Baroda U.P. Bank, Head Office Buddh Vihar Commercial Scheme New Shivpuri Colony Taramandal Gorakhpur - 273016

Sir,

Sub: RFP for Empanelment of Corporate Business Correspondents Entities

We submit our Bid Document herewith. We understand that

- You are not bound to accept the bid received by you, and you may reject the bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed format. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- > You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
- > If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- Vendor means the bidder who is decided and declared so after evaluation by Bank's evaluation committee.

Dated at	this	day of	20
Yours faithfully,			
Name:			
Signature: Seal of company:			

ANNEXURE- V BIDDERS INFORMATION

		IFORMATION
1	Name of the organization /	
	company / firm/ MFI / NGO/	
	Entity (S.25 Co.)	
2	Legal status (Type)	Company/ Firm/ Trust / NGO / Society
		/ MFI / Sec.25 Co.
	Registration No.	
	(Attach copy of registration no.)	
3	Date of establishment /	
	Registration	
4	Registered address of the firm/	
	MFI / NGO	
5	Corporate office address (in	
	case of Co.)	
6	Name of the Chief functionary	
	and designation	
7	Address for correspondence	
8	Phone number / fax number	
9	email ID	
10	Chief business person's name &	
	designation	
11	Phone number / Mobile	
12	email ID	
13	Present line of activities of	
	company/ organization	
14	Details of experience with	
	banks/ financial institutions.	
	Provide details of track of	
	smooth functioning	
15	Brief profile of financials	
	(Attach Annual audited balance	
	sheet and P/L statements for	
	last three financial years 2018-	
	19, 2019-20 and 2020-21.	
	a) Issued Capital	
	b) Income received / Turnover	
	c) Networth	
	d) Operating profit	
	e) Net profit	
16	Details of presence in Pan India	
10	Geographical area of Activity	
	Deographical area of Activity	

	Detail of State level coordinator for state of Uttar Pradesh and its location & contact no. No. of district level co-ordinators in	
	Uttar Pradesh	
17	Availability of call center/ help desk Contact no. & No. of persons / Locations	
18	Name of partners/ directors along with designation [including those retired 1 year back] (Attach their KYC documents such as PAN / Aadhaar / individual ITR and CIBIL report of all key partners/ directors.	a) b) c)
19	Pan card of the organization / company / firm/ MFI / NGO/ Entity (S.25 Co.)	
19a	CIBIL report of the Firm / Company (Attach copy of the same)	
20	Details of present banking arrangements	
21	Details of Sister Concerns/Holding company and its banking arrangement	1. 2. 3.
22	Projections for: 2021-22 and 2022-23	
23	Projections for BC engagement	No of BCs to be appointed in -Initial 3 months -6 months -12 months

Signature:
Name:
Date:
Seal of company

ANNEXURE-VI List Of Districts of The Bank

S No	Bank's Zone	State
1	Ambedkar Nagar	
2	Amethi	
3	Auraiya	
4	Ayodhya	
5	Azamgarh	
6	Ballia	
7	Bareilly	
8	Basti	
9	Chandauli	
10	Deoria	
11	Etawah	
12	Fatehpur	
13	Ghazipur	
14	Gorakhpur	
15	Jaunpur	
16	Kanpur Dehat	Uttar Pradesh
17	Kanpur Nagar	
18	Kaushambi	
19	Kushinagar	
20	Maharajganj	
21	Mau	
22	Pilibhit	
23	Pratapgarh	
24	Prayagraj	
25	Raebareli	
26	Sant Kabir Nagar	
27	Sant Ravidas Nagar	
28	Shahjahanpur	
29	Siddharth Nagar	
30	Sultanpur	
31	Varanasi	

ANNEXURE -VII FORMAT OF BANK GUARANTEE TO BE SUBMITTED BY CORPORATE BC

To

The General Manager, Baroda U.P. Bank, Head Office Buddh Vihar Commercial Scheme New Shivpuri Colony Taramandal Gorakhpur - 273016 WHEREAS. (Name of service provider) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at (Please provide complete address) (hereinafter referred to as "Service Provider") was awarded a contract by Baroda U.P. Bank (BUPB) vide Business Correspondent Agreement for providing Business Correspondence services under Financial Inclusion and other related services at BC points established in various parts of the country AND WHEREAS, in terms of the conditions as stipulated in the Business Correspondent Agreement, the Service Provider is required to furnish a Performance Bank Guarantee issued by a Scheduled commercial Bank in India in your favour for ____only.) towards due performance of the contract in accordance with the specifications, terms and conditions of the Agreement dated entered into between BUPB and the Service Provider (which bank guarantee is hereinafter called as "GUARANTEE"). AND WHEREAS the Service Provider has approached us for providing the said GUARANTEE. AND WHEREAS at the request of the Service Provider, WE, ____, a corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act,1970/ 1980 having it's..... Office at and a branch inter-alia at India has agreed to issue the GUARANTEE. THEREFORE, WE, (name of Bank and it's address) through our local office at India furnish you the GUARANTEE in a manner hereinafter contained and agree with you as follows: 1. We...... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you

and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Service Provider of any of the terms and conditions contained in the Agreement, Work Order and RFQ and in the event of the Service Provider committing default or defaults in carrying out any of the work or discharging any obligation under the Agreement, Work Order or RFQ document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. /- (Rupees only) (Here give the total amount of guarantee in Rupees) as may be claimed by you on account of breach on the part of the Service Provider of their obligations or default in terms of the Agreement, and Work Order.

- Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Service Provider has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by BUPB shall be conclusive as regards the amount due and payable by us to you.
- 3. This Guarantee shall continue and hold good until it is released by you on the application by the Service Provider after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after______(date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before______(date one year after expiry date) which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- You will have the fullest liberty without our consent and without 4. affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the Agreement, Work Order and RFQ or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said Agreement, Work Order and RFQ and we shall not be released from our liability under this bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part or any indulgence by you to the Service Provider or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder

beyond the limit of Rs					/- (Rupe	es	only)		
as aforesaid said	or	extend	the	period	of the	guarantee	beyond	the	
(Date) (Here give the last date of period of guar									
unless expres	ssly	agreed t	o by	us in wr	iting.				

- 5. The Guarantee shall not in any way be affected by your taking or giving up any securities from the Service Provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Service Provider .
- 6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of bank Guarantee.
- 7. Subject to the maximum limit of our liability as aforesaid, this bank Guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the Agreement, Work Order and RFQ and in respect of which your claim in writing is lodged on us before expiry of this Guarantee.
- 8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
- 9. The Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing, uncancelled and this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10. The Guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
- 11 The Guarantee shall come into force from the date of its execution and shall not be revoked /assigned by us at any time during its currency without your previous consent in writing.
- 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Service Provider in any suit or proceeding including arbitration proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for paymenthere under and the Service Provider shall have no claim against us for making such payment.

13.	Notwithstanding anything contained herein above;										
	i.	Our	liability								
		total	amount					Offig.)	(Here	give tii	E
	ii.	This bank Guarantee shall be valid and remain in force up to and									
	including the date (Here give the last daperiod of guarantee)									date o	f the
	iii. We are liable to pay the guaranteed amount or any part t under this Guarantee only and only if you serve upon									•	
		writt	r this G en claim after exp	or dema	nd on	or befo	re			•	
14.	unde	nave t rsigne	the powe d has full ttorney d	r to iss II power	ue thi to ex	s Guara ecute th	ntee is Ba	in yo ınk Gu	ıarant	ee unde	r the
	unde	rsigne	-				-				

For and on behalf of

Branch Manager Bank Name Branch Name Address Seal

ANNEXURE -VIII LETTER OF AUTHORITY FOR PARTICIPATION TENDER

To The General Manager, Baroda U.P. Bank, **Head Office Buddh Vihar Commercial Scheme** New Shivpuri Colony Taramandal Gorakhpur – 273016 1. We_____(name of the company) have submitted our bid for participating in Bank's RFP dated for Empanelment of Corporate Business Correspondents Entities. 2. We also confirm having read and understood the terms of RFP. 3. As per the terms of RFP and Business rules, we nominate Mr. ______, designated as ______ of our company to participate in the bid. 4. We, hereby confirm that we will honor the offer placed by Mr. on behalf of the company, failing which Bank shall forfeit our EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part. Signature of Competent Authority with company seal ______ Name of Competent Authority _____ Company / Organization Designation within Company / Organization Date Name of Authorized Representative ______ Designation of Authorized Representative _____ Signature of Authorized Representative _____ Verified above signature Signature of Competent Authority ______ Date

ANNEXURE- IX BANK GUARANTEE FOR EMD

To, The General Manager, Baroda U.P. Bank, **Head Office Buddh Vihar Commercial Scheme** New Shivpuri Colony Taramandal Gorakhpur – 273016 Dear Sir/Madam, In response to your invitation to Your RFP for Empanelment of Corporate Business Correspondents Entities for Regions/ State / PAN India, having their registered office at (hereinafter called the Bidder) wish to respond to the said Request for Proposal (RFP) and submit the proposal for the same. Whereas the Bidder has submitted the proposal in response to RFP, we, the______Bank having our head hereby irrevocably guarantee an amount of Rs./- (Rupees only) as Bid security as required to be submitted by the Consultant as a condition for participation in the said process of RFP. The Bid security for which this guarantee is given is liable to be enforced/ invoked: 1) If the Bidder withdraws his proposal during the period of the proposal validity; or 2) If the Bidder, having been notified of the acceptance of it's proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the terms and conditions of the RFP or the terms and conditions mutually agreed subsequently. 3) If the Bidder, if selected for awarding the Contract, fails to renew this Bank Guarantee as decided by Baroda U.P. Bank. We undertake to pay immediately on demand to Baroda U.P. Bank, the said amount of Rs. -(Rupees only) without any reservation, protest, demur, or recourse. The said quarantee is liable to be invoked/enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any demand made by Baroda U.P. Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. Notwithstanding anything contained herein: 1) Our liability under this Bank quarantee shall not exceed Rs. /- (Rupees only). 2) This Bank guarantee will be valid up to 180 days and 3) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before

	, through the authorized officer has sets its ha day of themonth ofa	
at	_•	
Signature		
Official address:	(In Block letters) (Staff Code No.) rney as per power of Attorney No.:	
WITNESS: 1	(Signature with Name, Designation & Addre	ess)

ANNEXURE-X LETTER FOR REFUND OF EMD (TO BE SUBMITTED BY THE UNSUCCESSFUL BIDDERS)

Date:

To
The General Manager
Baroda U.P.Bank
Head Office
Buddh Vihar Commercial
Scheme New Shivpuri Colony
Taramandal
Gorakhpur – 273016

We_(Company Name) had participated in RFP for Empanelment of Corporate Business Correspondents Entities for Regions/ State / PAN India and we are an unsuccessful bidder. Kindly refund the EMD / Release BG submitted for participation. Details of EMD submitted are as follows:

Sr. No	Bidder Name	Cheque / DD		Amount(Rs)
		Number	(Bank Name	

Bank details to which the money needs to be credited via NEFT are as follows

- 1. Name of the Bank with Branch
- 2. Account Type
- 3. Account Title
- 4. Account Number
- 5. IFSC Code

Signature

Name of the signatory Designation Company Seal

ANNEXURE -XI UNDERTAKING BY THE BIDDER

(To be submitted on the Bidder's letterhead)

Date:

To
The General Manager,
Baroda U.P.Bank
Head Office
Buddh Vihar Commercial Scheme
New Shivpuri Colony
Taramandal
Gorakhpur – 273016

We_(Bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments in India or any Financial Institution in India.
- > We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to the Bank.

Dated this day of20 Place:	
(Signature with date and seal)	

(In the capacity of) Duly authorized to sign the Bid with seal for and on behalf of (Name and address of the Bidder)

ANNEXURE - XII PRE BID QUERY FORMAT

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc in excel format as mentioned below.

Bidders are requested to categorize their queries under appropriate headings.

Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the pre bid queries will be entertained in this Microsoft Excel format by e-mail):

Sr. No.	Section and Clause Reference No.	Page No.	RFP Text	Query	Bank Response

ANNEXURE - XIII KNOW YOUR EMPLOYEE (KYE) CLAUSE

(Bidder has to submit Undertaking on company letter head as per format given below).
1. We
2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages , claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for(Name of the RFP).
Signature with company seal Name – Company / Organization –
Designation within Company / Organization – Address of Company / Organization – Date:

ANNEXURE XIV ADHERENCE OF CYBER SECURITY POLICY

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT / Cyber Security Policy. The IT / Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused /misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting, including the controls that need to be implemented shall be included in the bidder agreement. The bidder/OEM (Original Equipment Manufacturer) has to certify the supplied Software/Application/Utility is malware free, no zero day threats and no rootkits. All information resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be in accordance with Bank's policy. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured. Background verification requirements for the employee of the bidder shall be included and be mandated as a requirement in the bidder contract.

ANNEXURE - XV

BUSINESS CORRESPONDENT AGREEMENT

This agreement made at Gorakhpur on this day of (Month) , 2021

Between

Baroda U.P. Bank a body corporate, constituted under the Regional Rural Banks Act 1976 and having its Head Office at Buddh Vihar Commercial Scheme Taramandal, Gorakhpur - 273016 (hereinafter referred to as "the Bank", which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the One Part.

AND	
hereinafter referred to as	incorporated under Companies Act 1956 having Address

WHEREAS the Bank is desirous of availing services to facilitate its business growth and the SP has offered to provide services as may be required by the Bank.

NOW THEREFORE this agreement witnessed as under:

1. Scope of Services:

- 1.1 The SP agrees to provide the services as per **Schedule A**, as per instructions and as may be required by the Bank from time to time, in the habitations specified in **Schedule B**.
- 1.2 SP shall ensure that its agents/employees,
 - (a) are properly trained to handle with care, their responsibilities particularly aspects like soliciting customer, hours of calling, privacy of customer information and informing the correct terms and conditions of the products offered etc.
 - (b) adhere to extant instructions on Fair Practices Code for lending as also their own code for collection of dues or in the absence of such a code at the minimum adopt the IBA's code for collection of dues and repossession of security. It is essential that they refrain from action

that could damage the integrity and reputation of the Bank.

- (c) Shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the borrowers' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.
- 1.3 SP shall adhere to the performance standards in respect of services and products as detailed in Schedule 'A' hereunder written, which forms part & parcel of this agreement. The Bank reserves the right to change / vary / the contents of Schedule 'A' by advising the same to SP in writing and upon such advice, the amended Schedule 'A' shall become effective.
- 1.4 The list of entities from which the SP can engage Business Correspondent Agents (BCA) and the general guiding principles for the same are given in **Schedule C.**
- 1.5 The technological service standards for the services to be offered are in **Schedule D.**
- 1.6 The performance of the Service Provider will be reviewed, Customer Service Point (CSP) wise, by a committee comprising of Regional Manager of Regional Offices and representative from Head Office in the district every month initially, and thereafter at such intervals as the banks may decide
- 1.7 It is expected that BCAs are engaged and are activated in the metro/urban/semi-urban/rural locations identified by the bank on time to time across the area of operation of the bank within six months of award of contract.
- 1.8 It is also expected that each BCA will enroll at least 25% of target households in the catchment area allotted within six months of starting the activity. Each BCA should enroll at least 300 accounts in the first year of operation.
- 1.9 Shortfall of more than 20% in achieving these targets (enumerated in paragraphs 1.7 and 1.8 above) will result in the services being treated as 'unsatisfactory'.

2. Maintenance of Records by SP and Monitoring / Inspection by the Bank.

SP specifically agrees to maintain all records accounts including registers / documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents etc.

SP specifically agrees that the Bank shall be entitled to inspect and audit the records maintained by SP through its officers/employees or agents / auditors as may be decided by the Bank at its sole discretion and SP hereby undertakes to promptly produce all records and information required for this purpose / for the purposes of inspection and audit. SP shall provide access, to the officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of any audit report, review reports and findings made on the SP in connection with the services performed by SP for the Bank.

Further, SP specifically agrees that it shall allow access to Reserve Bank of India (RBI) or persons authorized by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the SP within a reasonable time. The persons authorized by RBI shall have right to obtain copies of the records, information etc. in possession of SP. SP further agrees that in case access is not allowed to the persons authorized by RBI for the purposes of inspection which results in imposition of supervisory fees by RBI upon the Bank, and the Bank is required to pay such supervisory fees to RBI, SP shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI.

- □ SP specifically agrees that the Bank has full right to monitor and assess the performance of services by SP and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the Bank shall instruct the SP in writing and SP agrees to rectify the deficiencies or to ensure compliance of the instructions of the Bank.
- SP agrees to prepare and produce *(Within one month from date of execution of this agreement)* a 'Business Continuity Plan' for the purposes of ensuring continued rendering of services undertaken by the SP to the Bank or latest within one month from the date of execution of the agreement. SP agrees to make necessary changes to the Business Continuity Plan or Contingency Plan as per instructions / directions given by the Bank after examination of the plan submitted by the SP.

3. Confidentiality:

3.1 SP is aware that all information disclosed to the SP by the Bank and all records, accounts, documents maintained by SP are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain secrecy and confidentially of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as SP

would ensure for its own confidential & sensitive information. SP shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, agents and representatives as the case may be to ensure compliance with confidentiality obligations of SP.

- 3.2 SP agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per clause 3.1 above by SP or its employees, agents, representatives. SP further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on SP.
- **3.3** It is agreed between the parties that all the data and other information supplied to the SP during the course of engagement is proprietary information owned by the bank and the SP shall not have any claim or right or ownership over such information.
- **3.4** SP specifically agrees that the confidentiality obligations of the SP in terms of this agreement shall survive termination of this agreement

4. RELATIONSHIP BETWEEN THE PARTIES.

- 4.1 It is specifically agreed that the SP shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal Agent relationship by implication.
- **4.2** Neither SP nor its employees, agents, representatives shall hold out or represent as agents of the Bank. None of the employees, representatives or agents of SP shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

5. Compliance with Laws by SP.

- **5.1** SP hereby agrees and declares that it shall be the sole responsibility of SP to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by SP as envisaged under this agreement.
- **5.2** SP shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this agreement.
- **5.3** SP shall be solely liable & responsible for compliance of applicable Labor Laws in respect of its employees, agents and

representatives and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.

5.4 SP hereby represents and warrants that it has full authority to enter into this Agreement and render the services as envisaged under this agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this agreement on behalf of the SP have full authority and power to execute this agreement and bind SP.

6. Fees, Taxes, Duties, Payments and Penalty:

- **6.1** SP shall be paid fees and commission in the manner detailed in **Schedule 'E'** hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
- **6.2** All other taxes duties and other charges which may be levied excluding service tax shall be borne by the SP and the Bank shall not be liable for the same. Bank will reimburse service tax at actual.
- **6.3** All expenses, stamp duty and other charges expenses in connection with execution of this agreement shall be borne by SP.
- **6.4** Without prejudice to the banks' right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the CSP for any reason, beyond 5 (five) working days continuously, a penalty @ Rs.500/- per day (from the 6th day onwards) will be charged for each of the Customer Service Point from the Service Provider.

7. General Indemnity

SP agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any negligence, misconduct, deficiency in services rendered by SP or any acts of Commission / omission on the part of employees, agents or representatives of SP. SP agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final, conclusive and binding on SP.

8. Term and Termination

8.1 The agreement shall be valid for a period of three years subject

- **8.2** 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 Service Provider are not met;
 - d. There is a discrepancy found in the accounts maintained by the Service Provider and the records of the Bank;
 - e. The customers serviced by the Service Provider complain to the Bank that the Service Provider is inefficient;
 - f. There is fraud or malpractices in the accounts handled by the Service Provider; or
 - h. Any other reason which in the opinion of the banks is not conducive to the continuation of the Services of the Service Provider.

However, before terminating the contract, the concerned bank will give a written notice specifying the defects in services to the Service Provider and ask him to rectify the defects within a period of 30 calendar days. In case the defects are not rectified, the concerned bank would be authorized to terminate the contract with the Service Provider.

- **8.3** In the event of termination of the agreement, all records, information including documents etc. shall be returned by SP to the Bank as per instructions of the Bank.
- **8.4** The Bank shall have a right to terminate the agreement immediately by giving a notice in writing to SP in the following eventualities:
 - a) If SP applies to the Court or passes a resolution for voluntary winding up of SP or any other creditor / person files a petition for winding up or dissolution of SP.
 - b) If any Receiver/Liquidator is appointed in connection with the

business of the SP or SP transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of SP.

- c) If SP is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by SP as envisaged under this agreement.
- d) If any acts of commission or omission on the part of SP or its agents, employees or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.
- e) If SP is owned/ controlled wholly/ partly by any other bank operating in India
- f) If any officer/ employee/ director of SP or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director/ officer or employee of the Bank.
- **8.5** In the event of the termination of the agreement by the Bank pursuant to clause 8.3 hereinabove, SP shall be liable and responsible to return all records and information in its possession.
- **8.6** The bank may terminate the contract without giving any notice if there is risk to the reputation of the bank and/or interest of the bank is at stake due to the conduct/operational issues of the SP or any of its agents.
- **8.7** The Bank will have exclusivity at the Customer Service Points of the SP for the BC/BF arrangement.

9. Resolution of Dispute

1. INTERNAL RESOLUTION

➤ In the event of any dispute between the parties arising out of or relating to the Agreement, the Parties shall endeavor to reach a settlement within -14- days of the date of written notification of the dispute. At the end of the -14- days period, in the event that the dispute is not resolved, (a) the parties shall promptly prepare and exchange memoranda stating the issue in dispute, their respective positions and the summary of the negotiations which have taken place and attaching all relevant documents, and (b)

at any time either party can escalate the dispute to the General Manager, **Baroda U.P. Bank** and having its Head Office at Buddh Vihar Commercial Scheme, Taramandal, Gorakhpur-273016 for mediation.

- ➤ No more than -7- days after the dispute has been escalated, the Parties shall meet in person to seek to resolve the dispute. Until concluded with a written legally binding Agreement, all negotiations connected with any dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- ➤ In the event that the Parties do not meet within -7- days as required or the parties have not been able to resolve the dispute within 14 days of such in person meeting, then either party may refer the matter to formal dispute resolution stated here in below.

2. FORMAL DISPUTE RESOLUTION

- In the event that a dispute cannot be settled as per the above mechanism, all disputes shall be finally settled under the rules of Indian Arbitration and Conciliation Act, 1996 by a sole Arbitrator appointed mutually by the parties,
- ➤ The Arbitration shall be held at Gorakhpur. The Award of the Arbitrators shall be final and binding on the Parties.
- ➤ The Arbitrator shall not have the authority to award any punitive or other non-compensatory damages or damages in excess of the limits set out herein to either Party. Each party shall bear its own arbitration costs and expenses and shall equally share any neutral costs of arbitration.
- ➤ The language of the Arbitration shall be English.
- ➤ The Parties, their representatives and the Arbitrator shall hold the existence, contents and results of the arbitration in confidence.
- ➤ This above clauses shall not operate to restrict either party from (1) initiating any proceedings seeking equitable relief in respect of a matter where such party has reasonable cause to do so to avoid damage to its business or to protect or present any right of action it may have or (2) applying for or obtaining emergency or interlocutory relief.

3. Governing Laws & Jurisdiction:

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

The parties agree to submit to the jurisdiction of the appropriate court in the state of Uttar Pradesh in connection with any dispute between the parties under the agreement.

10. Notices:

Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth in

Schedule F hereof or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or fifteen (15) clear days after posting (if the addressee is outside the country of posting).

11. Miscellaneous:

- 11.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 11.2 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 11.3 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein

- has been made or relied upon by any party hereto.
- 11.4 Neither this agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 11.5 The SP shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 11.6 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 11.7 In case of any change in applicable laws in India that has an effect on the terms of this Agreement, the parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
- **11.8** The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.
- **11.9** If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 11.10 The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 11.11 The SP agrees that they shall not use the logo, trademark, copy rights of other proprietary rights of the opposite party in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- **11.12** This Agreement shall not be construed as joint venture. Each party shall be responsible for all its obligations towards its respective employees. No employee of any of the two parties shall claim to be employee of other party.

11.13 The SP shall have a transparent agreement with the BCAs about remuneration for the services rendered by the BCA. Payments to the BCA by SP shall be effected at regular intervals and through the account of the BCA maintained at the branch to which he/she is linked.

12. Force Majeure

The Service Provider or the Bank shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Service Provider or the bank, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and 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 Service Provider 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.

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 Service Provider shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Service Provider.

SCHEDULE 'A'

Details of specific Services & Products to be rendered by BCA

As per Annexure II (A) and Annexure II (B)

SCHEDULE 'B'

Details of the number of Habitations to be covered by the Service Provider

As per Annexure I

SCHEDULE 'C'

ELIGIBLE ENTITIES AND GENERAL GUIDELINES

As per Annexure V

SCHEDULE 'D'

TECHNOLOGY SERVICES

As per Annexure III (A) and III (B)

SCHEDULE 'E'

FEE PAYABLE TO SERVICE PROVIDER

A. Fixed Fee:

As per Annexure IV

B. Cash Handling Fee:

Cash handling fee will be paid at the rate of 0.40% of the total amount of cash handled amount; Max of Rs. 25/- per a/c.

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

SCHEDULE 'F'

Address for communication to be stated under Schedule 'F'

The General Manager
Baroda U.P. Bank
Head Office,
Buddh Vihar Commercial Scheme
New Shivpuri Colony
Taramandal,
Gorakhpur– 273016

Chairman/Authorized Signatory (Name of CBC) Address:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

The General Manager
Baroda U.P. Bank
Head Office,
Buddh Vihar Commercial Scheme
New Shivpuri Colony
Taramandal,
Gorakhpur– 273016

Chairman/Authorized Signatory (Name of CBC) Address:

For For

Baroda U.P. Bank (Name of CBC)

Witness Witness

Annexure-I

Details of the initial allotment of number of locations to be covered by setting up BC Points by the Service Provider in Bank's Service Area*:

Sr. No.	Region /Locations	Ву
1	Bank's Area Of operation	Allotted by bank Requirements and timings.

ANNEXURE II (A)

SCOPE OF SERVICES TO BE OFFERED

1. The Service Provider will provide the following services.

(a) Business Correspondent (BC) activities:

- **a.** Enrollment of customers, including collection of biometric and other details, provide card(ID Card, Debit Card, Credit Card), PIN
- **b.** Provide transaction facility
 - (i) Deposit of money in an account with any bank
 - (ii) Withdrawal of money from an account with any bank
 - (iii) Remittances from an account with a bank to an account with the same or any other bank
 - (iv) Balance Enquiry and issue Receipts/ Statement of Accounts.
- **c.** Canvassing of loan applications from eligible beneficiaries.

(b) Other activities:

- a. Creating awareness about savings and other products offered by the Bank and education and advice on managing money & debt counseling amongst the habitats.
- b. Follow up and recover of loan from the borrowers allocated by the link branch
- c. Sale of third party financial products with prior approval of the bank.
- d. Distribution of coins and notes to the customers.
- **2.** The above services are in respect of the following.

(a) To be offered at the CSP (BC activity):

- a. Basic Savings Bank Deposit Accounts (BSBDA)
- b. Recurring Deposit Accounts
- c. Remittances
- d. Fixed Deposits
- e. Overdraft/Retail loans
- f. KCC/GCC
- g. Third party financial products
- (c) Subject to meeting the eligibility criteria mandated by RBI, the BC/BCA shall be engaged as Recovery Agent and separate agreement(s) may be

signed by each branch with SP/BCA.

- **3. Cash Management:** Banks will not be responsible for any cash management at the CSP. The SP/BCA may, however, apply for an overdraft facility from Banks on the usual commercial terms and conditions and the Banks shall have the discretion to sanction or reject the same.
- **4.** The above scope of services would be subject to revision from time to time with mutual consent and depending on the need of the bank.

Other terms & Conditions

- 1. The SP has to setup banking services outlets at locations identified by bank in consultation with link branches & Regional Offices in metro/urban/semi urban/rural areas at your own cost.
- 2. The SP has to procure the required hardware including PIN PAD and Biometric Devices for biometric based transactions (AEPS) and PIN based transactions (Card based) system respectively besides power & internet, Desktop or Laptop, equipments for setting up of Kiosk center at own cost. After the readiness of the site, bank will issue operator code to operationalise the Kiosk.
- **3.** The SP will furnish the list of authorized agents who are computer savvy, having minimum qualification of HSC, proposed to be employed by them with details of their bio-data containing photograph, address, age, educational background, etc. duly verified and conducting due diligence about the character and good conduct of their agent/operator.
- **4.** Bank to issue I-card to approved field Business Correspondents only and not to the agent/employees of said field Business Correspondents.
- **5.** The SP will render the BC services to the bank purely on contract basis with commercials agreed upon by the company and there will be no employer-employee relationship between the bank and the BC or any of your employees.
- **6.** It is the sole responsibility of the SP to manage cash at their own at each service outlet/ kiosk centre approved by the bank.
- **7.** It is the sole responsibility of the SP to ensure the cash in transit and overnight retained cash is adequately insured by obtaining insurance cover for adequate amount
- **8.** The SP has to implement decentralized cash management system i.e. a separate settlement account should be maintained for each outlet with respective link branch assigned to the outlet.

- **9.** It is the sole responsibility of the SP to reconcile the cash with the amount of transactions processed at each outlet on daily basis.
- **10.** The SP may be offered an overdraft facility for settlement account per BC point-wise by the bank on the usual commercial terms and conditions and the bank shall have the discretion to sanction or reject the same.
- **11.** The SP has to indemnify the bank against all claims, actions, loss, cost, expenses, charges including legal expenses, damages which the bank may suffer or incur on account of any deficiency in services rendered by BCs, etc.
- **12.** The above scope of services would be subject to revision from time to time with mutual consent and depending on the need of the bank.
- **13.** Security Deposit- The SP has to submit the security deposit as mandated below –

a. For Initial block of 250 BC (New Corporate BC)

Security Deposit for a total amount of Rs. 50.00 lakh of which Rs. 25.00 lakhs minimum by way of FDR for a minimum period of 03 years held with Baroda U.P. Bank and rest in form of FDR held with Baroda U.P. Bank or Bank Guarantee issued by a Scheduled Commercial Bank for minimum period of 03 years, to be obtained by the bank.

b. For Initial Block of 500 BC

Security Deposit for a total amount of Rs. 25.00 lakh of which Rs. 10.00 lakhs minimum by way of FDR for a minimum period of 03 years held with Baroda U.P. Bank and rest Rs. 15.00 lakhs in form of FDR held with Baroda U.P. Bank or Bank Guarantee issued by a Scheduled Commercial Bank for minimum period of 03 years, to be obtained by the bank

c. For additional block of every 200 BC for new and existing Corporate BC

Security Deposit Rs. 10.00 lakhs of which Rs. 05.00 lakhs minimum by way of FDR for a minimum period of 03 years held with Baroda U.P. Bank and rest in the form of FDR held with Baroda U.P. Bank or Bank Guarantee issued by a Scheduled Commercial Bank for a minimum period of 03 years, to be obtained by the Bank. This security is separate than any of the security, company

may need to provide for settlement of OD limit as given in point 10 above.

- 14. The SP would be required to maintain high standards of customer services. The bank would monitor the performance of the company through periodical meetings as being done with other Service Providers. The company will have to submit their performance report to the bank in structured formats as provided by the bank. Apart from audit by Bank, the company is expected to do reality check at periodical interval of the field BCA and must report to Bank; any instance of irregular, malpractice noticed by the company
- **15.** Bank reserves the right to terminate the contract by giving a notice of one month at any point of time if services are found to be unsatisfactory, constant failure to maintain customer satisfaction, level of output are not met, discrepancy found in accounts, any fraud or malpractices in the accounts handled by BCs, etc. The bank may terminate the contract without giving any notice if there is risk to the reputation of the bank and/or interest of the bank is at stake due to the conduct/operational issues of the company or any of its agents.
- **16.** The copy of agreement between Corporate BC and BCA invariably is submitted to link branch.
- **17.** The scope of services would be subject to revision from time to time with mutual consent and depending on the need of the bank.

Other terms & conditions:

- 1- The SP has to make centre live i.e. start enrolments/ transactions within a period of -15- days from the date of issuance of KO Code otherwise the code will be deactivated.
- 2- Each BCA has to enroll resident for account opening and process transactions all together at least -50- per month failing which penalty of Rs.500/- per month per kiosk will be imposed on The SP. This clause will not be applicable during first calendar month of issuance of KO Code to BCA.
- 3- In case, any BCA is not achieving the above-mentioned minimum required targets continuously for -3- months, the SP should replace such BCAs with functional BC Agents.
- 4- In case, more than 50% of total BCAs remain non-functional for more than -3- months, Bank reserve right to terminate the agreement with the SP without assigning further any clarification.

- 5- The SP will deploy a coordinator to provide technical as well as administrative support to the group of each -25- BCAs. Coordinator will also be responsible to impart training related to BCAs' job roles including various products of the bank, mentor and monitor their progress. In addition, these coordinators will submit BCA wise progress report to concerned link branch on weekly basis to respective Regional Office on monthly basis within a period of -5-days from the close of the month.
- 6- The Company will not accept any money as security deposit from their agents/BCAs.

ANNEXURE II (B)

STANDARD OPERATING PROCEDURE (SOP) FOR BUSINESS

CORRESPONDENTS

A. Logistics at the BC / CSP outlets -

- a. Display of signage as approved by the Bank.
- b. Display of BC certificate as an authorized Bank's BC.
- c. ID card for BC and BCA to be issued by the Bank and BC respectively.
- d. Ensure availability of required Stationery Account opening forms, loan application forms, check lists, publicity materials / pamphlets / job cards for banking products.
- e. Display of Phone numbers of Help line, Bank officials (link Branch / Channel Manager/Regional Office)
- f. Maintenance of Registers:
 - ✓ Records of customers enrolled;
 - ✓ Account opening forms sent to link branch;
 - ✓ Account opening forms pending to be sent;
 - ✓ Customer contact register;
 - ✓ Transaction register
 - ✓ Applications received and disposals register; and,
 - ✓ Visitors/Bank officials visit register.
- g. Name of grievance redressal official and contact number to be displayed.
- h. Ensure provision like box, almirah for safe upkeep of finger print scanner / device etc and other stationery registers.
- i. List of Do's and Don'ts for customers to be displayed.

B. Image building and trust -

- a. BCs to create awareness about the channel among the public.
- b. BCs to market the banking products and a pull for the customers.
- c. BCs to do due diligence for CSP selection.
- d. Arrange mass enrollments to reduce cost.
- e. Arrange for training of CSPs.

C. Technical Requirement -

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

D. Operational Requirement -

- a. Approval from the Bank for establishing a CSP outlet at any centre.
- b. Account opening form filling up and collection of required KYC documents / photograph of the customer.
- c. Enrollment of the customer as per the process approved by bank.
- d. Digitization of customer details within 2 days of customer enrollment and transmission of data to the bank.
- e. Sending account opening forms to the link branches.
- f. Coordinating with link branches for expedite verification and upload of customer data in CBS for account creation.
- g. Distribution of passbook to the customers after account creation in bank's CBS.

- h. Arranging removal of objections raised by the link branches in account creation.
- i. Maintaining secrecy about customer account information.
- j. Maintenance of sufficient balance in the BC settlement account to support customer transactions and fund settlement with the bank.
- k. Expedite increase of BCA electronic limits to ensure continuity in customer services.
- 1. Arrange for availability of sufficient cash at CSP outlets.
- m. BCs will ensure replenishing / collection of surplus cash from the CSP outlets.
- n. BCs will ensure to regular payment of remunerations to the CSPs.
- o. BCs will ensure availability of consumables like printing paper etc at the CSP outlets.
- p. BC will arrange for reconciliation of customer account balances with the bank.
- q. BCs to ensure issuance of technology device generated receipt to the customers on successful transaction.
- r. To define dispute resolution mechanism
- s. Forwarding any feedback / complaint received from the customers to the bank.
- t. Risk mitigation process in operations
- u. Arranging insurance for cash and devices at the CSP outlets.
- v. In case of temporary / permanent termination of CSP at any outlet, BC to make alternate arrangement to ensure continuity of banking services to the customers.

E. Legal Requirement -

a. Persons/ BCAs engaged by BC shall not be the employees of the bank and the bank shall not be responsible in any manner for payment of wage remuneration nor payment for PF, EPF due to such persons.

Annexure III (A)

TECHNOLOGY SERVICES

1)

- a) The Technology will include providing and maintaining devices (laptop computers, pin pad, biometric device & printer etc.)
- b) Devices should have capability to connect directly to Bank's system in the mandated standard format.
- c) For customer enrollment, including biometric capturing, devices must support ISO templates generation and verifications as per standards mentioned at technical specification.
- d) Devices must have capability for making transactions, using Bank's central biometric authentication/any other central authentication system, through switch of National Payment Corporation of India (NPCI) or any other agency approved by the Banks.
- 2) The front end devices should support magnetic stripe cards and non card operations with central biometric authentication. The cards would be issued by the respective banks.
- 3) The Service Provider shall also provide direct connectivity between the kiosk device and Bank Server. Customer account, including biometric details, shall reside on CBS server of the Bank and not at the backend of the SP.
- 4) Provide central platform for digitization of data for account opening by the BCA.

ANNEXURE III (B)

TECHNOLOGY SERVICE LEVEL REQUIREMENTS

Scope

- **1.** This section applies to the "Technology Based Financial Services" to be rendered by the Service Provider to Public Sector Banks & RRBs comprising the following –
- **2.** The business correspondents may use any or all the under noted front end device based on the technology channel opted by them in view of type of level / type of connectivity available in the area of operation of the BC / BCA.
 - i. Internet operated device, printer and FP capturing machine.
 - ii. Mobile device with biometric identification.

The obligations of the technology service provider under this agreement are

Biometric PoS/ Mobile based / Internet operated-

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

Incident Management -

On finding an equipment to be not functioning, the BCA would advise on the pre-designated number of help desk regarding the same. SP Help Desk representative would then issue a ticket number to the BCA which he will quote in all subsequent communications till resolution of the issue. The defective part of the equipment would be replaced by a representative of the SP under a sign off from the equipment operator.

Maintenance and Support

At the time of opertionalising the kiosk channel, training is to be provided to the Operators clearly delineating the Do's and Don'ts and Best Practices for maintaining the equipment. It would be the responsibility of the SP to ensure that the equipment is handled carefully.

Software Management

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

Consumables

The BC would maintain sufficient inventory of Consumables at each district headquarters in the State.

Centralized Monitoring

BC would have a dedicated team of minimum two resources who would be monitoring the uptime, problem resolution and consumable requirements of all the BCAs.

MIS reports

SERVICE PROVIDER should provide reports as desired by the bank concerned.

Annexure-IV

Charges to be paid to the Service Provider

I. Remuneration to BC for Service Delivery at BC Point

No. Opening of e-KYC Saving Bank Deposit Account Rs. 10/- per account if not funded immediately Rs. 25/- per account if funded immediately Rs. 25/- per account if funded immediately Rs. 25/- per account (No Change) Online O	Sr.	Activity	Rates	Mode of Payment
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	11	Mobile Seeding	Rs.2/-	Online

Incentive payable for Mobilization of Saving Bank Deposit -

Incentive is payable centrally through Corporate BC to BC/Bank Sakhi for mobilization of deposits in the Saving Bank accounts opened by them subject to the following conditions:

- a) BC/Bank Sakhi maintain at least 1000 accounts.
- b) At least 90% of accounts opened by the BC/Bank Sakhi are funded.
- c) Incentive is to be paid monthly through Corporate BC shared in the ratio of 20:80 between Corporate BC and field level BC/Bank Sakhi.
- d) Incentive on average weekly balance payable on monthly basis, in the SB accounts maintained by BC/Bank Sakhi.

Aggregate Average Weekly Balance	% of incentive on balance Rates	Mode of Payment
Above Rs. 25/- lakh	0.50% per annum (No Change)	Online

^{**} The maximum balance in the accounts for incentive purpose is capped at Rs.1 lakh. If the account is having balance more than 1 lakh the balance will be considered as Rs. 1 lakh only.

In addition to above BC has to fulfill any two conditions as mentioned below:-

- ❖ BC has opened minimum 15 funded accounts.
- ❖ BC has login minimum 15 APY Proposal through his portal.
- ❖ BC has login minimum 15 PMJJBY Proposal through his portal.
- ❖ BC has login minimum 30 PMSBY Proposal through his portal.

ANNEXURE V

ELIGIBLE ENTITIES AND GENERAL GUIDELINES

I. Entities eligible to be appointed as Business

Correspondents/BCAs:

The Service Provider would be required to appoint from among the following as the Business Correspondent/BCA. This list would be revised from time to time based on Reserve Bank of India directives.

- 1. NGOs/MFIs set up under Societies/ Trust Acts
- 2. Cooperative Societies registered under Mutually Aided Cooperative Societies Acts or the Cooperative Acts of States/ Multi State Cooperative Societies Act.
- 3. Section 25 companies.
- 4. Post Offices.
- 5. Retired Bank employees
- 6. Ex-Service men.
- 7. Retired Govt. Employees.
- 8. Individual owners of kirana/ medical/fair price shop owners.
- 9. Individual Public Call Office (PCO) operators.
- 10. Agents of small savings schemes of Government of India/ Insurance Companies
- 11. Individual who own petrol pumps.
- 12. Retired teachers.
- 13. Authorized functionaries of well-run Self Help Groups (SHGs) linked to banks.
- 14. Individual members of Farmer's Clubs.
- 15. Individual operators of Rural Multipurpose kiosks/ Village Knowledge Centers
- 16. Individuals/ proprietors/ owners who manage Agri Clinics/ Agri Business

Centers.

- 17. Retired Post Masters.
- 18. Individuals such as auto dealers, tractor dealers and FMCG stockists.
- 19. Insurance agents including of private insurance companies (IRDA certified) and postal agents.
- 20. Individuals operating Common Services Centers (CSCs) established by Service Centre Agencies (SCAs) under the National e-Governance Plan (NeGP).
- 21. Any other individual considered suitable by the banks.
- 22. Companies registered under the Indian Companies Act 1956 with large and wide spread retail outlets, excluding Non-Banking Financial Companies (NBFCs).
- 23. Identified Business Correspondents and BCAs should not have been defaulters to any financial institution.
- 24. Identified Business Correspondents should not have been blacklisted by any bank in the last two years for deficiency of service.

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

- i. It is better to appoint an existing entrepreneur as BCA so that it is an additional income to him/her. This will improve the viability of BCA.
- ii. While approving location of CSP, the place should be such that it is easily accessible and be preferably the place of weekly local 'Haats' etc.
- iii. The selection of BCA must be done by the SP with the consent of the concerned Branch Manager in whose service area the CSP is located. Preference should be given to such persons who are already doing some activity.
- iv. The device to be given to BCA should be interoperable through the gateway of NPCI so that the customer can access to any bank by using the device. The device must have biometric facility plus card or password plus card. The BCA must have on-line connectivity.
- v. The BCA must be responsible to receive and pay money, to transfer money from one to another. Each BCA must necessarily be appointed as Business Facilitator (BF) for all activities permitted by the RBI. BCAs may also be used for deposit mobilization and as recovery agents as per the terms and conditions laid down by RBI for this purpose. Where a BCA has to work as a recovery agent, a separate agreement for this purpose shall be entered into

by individual

- vi. The BCA will also be acting as an extension staff for micro insurance and micro pension etc. The banks will ensure coordination with the agencies, viz., LIC and other agencies dealing with these products.
- vii. An officer of the concerned branch of the bank will be visiting the CSP once in a week on a fixed time and day and will use this visit to collect application for opening account, loans of all types, recovery follow-up and any other banking issues. This will install greater confidence among the customers and facilitate increased banking transactions through BCAs.
- viii. The BCA must be responsible for routing all transactions so that effective marketing and follow up, can take place.
- ix. It is necessary to ensure that there is a continuous improvement in the quality of services through the BCAs. There should be regular training and capacity development programmes of the BCAs.

ANNEXURE XVI FORMAT OF LETTER FROM PUBLIC SECTOR BANK

To be provided by the Bank officials where bidder is providing services as Corporate Business Correspondent

To,
The General Manager
Baroda U.P. Bank
Head Office,
Buddh Vihar Commercial Scheme
New Shivpuri Colony
Taramandal,
Gorakhpur– 273016

Taramandal, Gorakhpur– 273016	
Sub:- Services of M/s Dear Sir,	_as Corporate Business Correspondent
Business Correspondent since	Bank for providing services as Corporate They have rendered BC services for SSAs andno. of non SSAs) in
S No Name of the State	No of BC Agents deployed
Mr. /Msis the Executor of the project sinceis the satisfactory. Thanking you	ne Contact person / Project Leader /Mair (Date) and his/her performance is
Name Designation	
(To be signed by Vertical Head) Bank's Name Stamp /Seal Email ID: Date: Place:	

ANNEXURE XVII INTEGRITY PACT

Tender Ref. No. FI/ 01/2021

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made
onday ofmonth, 20 ,
Between
BARODA U.P. BANK, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Buddh Vihar Commercial Scheme, New Shivpuri Colony, Taramandal Gorakhpur– 273016 (hereinafter referred to as "BUPB"; which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);
and
hereinafter referred to as "The Bidder"

Preamble

BUPB is a one of the Regional Rural Bank having its presence in state of Uttar Pradesh through its 1983 number of branches and 33 Administrative / Regional Offices in the state

BUPB is committed to fair and transparent procedure in appointing of it's outsource service providers.

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

Section 1 - Commitments of BUPB

- 1. The BUPB commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - i. No employee of the BUPB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - ii. The BUPB will, during the tender process treat all Bidder(s) with equity and reason. The BUPB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not

- provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- iii. The BUPB will make endeavor to exclude from the selection process all known prejudiced persons.
- 2. If the BUPB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BUPB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

- 3. The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - i. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BUPB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BUPB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
 - v. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - vi. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 4. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BUPB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

- 1. In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2. The BUPB will enter into agreements with identical conditions as this one with all Bidders.
- 3. The BUPB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) /Subcontractor(s)

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

Section 8 - Facilitation of Investigation

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 11 - Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the BUPB, i.e. Gorakhpur.
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

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

Annexure XVIII

Business Correspondent Scoring Matrix for engaging Corporate BC agents

NAME OF CORPORATE BUSINESS CORRESPONDENT:
ADDRESS:
CONTACT DETAILS:

Sr. No	Parameter	Criteria	Marks	Max Marks	Marks Scored
	Minimum Experience as CBC	Above 10 years	10		
1		Above 3 year less than 10 years	7	10	
		Less than 3 year/ No Experience	0		
		> 3 Banks	10		
	Function as CBC of	2- 3 Banks	6		
2	Banks	10	10		
		Nil	0		
		More than 2000	10	10	
3	No of BC Agents presently managed by Corporate BC	More than 500 to less than 2000	7		
		More than 200 to Less than 500	5		
		Less than 200	0		
		More than 5 states	10		
4	Presence of Corporate BC in number of States	More than 2 states but less than 5 states	8	10	
		<2 States	5		
5	Net Worth	5 Crs and above	10		
		Above 2 Crs and less than 5 cr	6	10	
		Less than 2 cr	0		

Sr. No	Parameter	Criteria	Marks	Max Marks	Marks Scored
		Since last 5 years	5		
6	Profitability	Since last 3 years	4	5	
		Since last 2 years	2		
		Since last 1 year /In Loss/NA	0		
7	DO Managarat tagl	Yes	5	5	
7	BC Management tool	No	0		
	Online Agent	Yes	5		
8	Monitoring Tool/App	No	0	5	
	Online Helpdesk	Yes	5	_	
9	Support	No	0	5	
	Grievance Redressal	Yes	5		
10	Mechanism	No	0	5	
4.4	Availability of Training Mechanism	Yes	5	5	
11		No	0		
	Coordinators in all	Yes	5	- 5	
12	applied district and block level.	No	0		
		< 25	5		
13	No of BCs per	26-50	3	5	
13	coordinator	Above 50	1	3	
		All Areas (Urban, Metro, Semi Urban & Rural)	5		
14	Presence across	Only Rural/Semi Urban	5	5	
		Only Urban/Metro	1		
15	Market Report/Opinion	Satisfactory	5		
		Unsatisfactory	0	5	
		Yes	0	3	
TOTAL	-	100			

Date:	
Place:	(Signature)