



## Request for Proposal (RFP)

# For Empanelment of Corporate BC / Service Provider for implementing Financial Inclusion

**Date of Issue:**06/04/2021

**Reference No.:** RFP/01/2021

Submission of RFP closes on 26/04/2021 at 14:00 hours

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**Punjab National Bank**  
**Priority Sector & Financial Inclusion Division**  
**Head Office: 4<sup>th</sup> Floor, West Wing,**  
**Plot No.- 4, Sector-10, Dwarka, New Delhi-110075**

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**DISCLAIMER**

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

## RFP for Empanelment of Corporate BC / Service Provider for implementing Financial Inclusion

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**Key Information on the RFP Response Submission**

**GENERAL TENDER DETAILS**

<b>Request for Proposal (RFP) for Empanelment of Corporate BC for implementing Financial Inclusion</b>		
1.	Date of commencement of Bidding Process.	06/04/2021 1000 Hrs
2.	Last date and time for downloading of Bidding Documents	26/04/2021 upto 1400 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	15/04/2021 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	16/04/2021 at 1500 Hrs
5.	Last date and Time for submission of technical Bid in sealed envelope (Hard Copy)	26/04/2021 1400 Hrs
6.	Date and Time of Technical Bid Opening	26/04/2021 at 1500 Hrs
7.	Place of Submission of Bids	The Deputy General Manager Punjab National Bank, Priority Sector & Financial Inclusion Division Head Office, 4 <sup>th</sup> Floor, West Wing, Plot No.-4, Sector-10, Dwarka, New Delhi 110075
8.	Place of opening of Bid	Punjab National Bank, Priority Sector & Financial Inclusion Division Head Office, 4 <sup>th</sup> Floor, West Wing, Plot No.-4, Sector-10, Dwarka, New Delhi 110075
9.	Address for communication	As above Tel: - (011)28044353, 28044362
10.	Cost of RFP	<b>Rs. 25,000/- + 18 % GST*</b> (Non-refundable) should be submitted <b>online only</b> in favour of Punjab National Bank before last date of bid submission in the following account: Bank & Branch : Punjab National Bank, PNB Dwarka, Sector10, HO Building, New Delhi -110075. <b>IFSC Code- PUNB0400000</b> . Account No. <b>0131002200000021</b> (16 digits). Imprest Account – <b>PNB Financial Inclusion</b> . *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.
11.	Earnest Money Deposit	Only Successful Bidders will be required to submit the Performance Bank Guarantee (BG) of Rs 30 Lakhs in favour of Punjab National Bank, PS & FID , Valid for 3 years +12 months at the time of entering into contract, as per Annexure-XII.
14.	Contact to Bidders	Interested Bidders are requested to send the email to <a href="mailto:sanjay@pnb.co.in">sanjay@pnb.co.in</a> , <a href="mailto:fidkioskhel@pnb.co.in">fidkioskhel@pnb.co.in</a> containing following information, so that in case of any clarification, the same may be issued to them : (a) Name of Bidder, (b) Contact person, (c) Mailing address with Pin Code, (d) Telephone No., Fax No., Mobile No.(e) e-mail etc.

**NOTE:**

The RFP document and further corrigendum, if any can also be downloaded from banks websites <https://www.pnbindia.in> and <https://etender.pnbnet.in> . All the Annexures and bid documents with technical supporting documents should be submitted manually in sealed envelope before the final date & time of bid submission at the following address.

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division  
Corporate Head Office, 4th Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi – 110075

The technical bid to be submitted should contain all the required annexures in original. Bidders will ensure submission of bid strictly as per the requirement of the RFP.

Bids received after closing date and time will not be accepted.

## 1. INVITATION FOR PROPOSAL:

- a. Punjab National Bank invites Technical bids for Empanelment of Corporate BCs / Service Providers for implementing Financial Inclusion. **This invitation for bid will also be valid for implementation financial inclusion in banks sponsored RRBs across India if approved by their respective Board. The bidders selected finally may also enter into separate contract with sponsored RRBs, at similar terms as arrived at on completion of this RFP.**
- b. The “Request for Proposal” is available on the website <https://etender.pnbnet.in> and <https://www.pnbindia.in> for free download. The response to the RFP should be submitted offline in sealed envelope in or **before 26.04.2021 upto 14.00 hrs**
- c. Punjab National Bank reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.
- d. Address for Communication:

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division  
Corporate Head Office, 4<sup>th</sup> Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi - 110 075

## 2. INTRODUCTION:

- a. Punjab National Bank is implementing comprehensive Financial Inclusion Program (Pradhan Mantri Jan Dhan Yojna) through effective utilization of Business Correspondents. Bank is implementing **PMJDY and other financial inclusion services** through Business Correspondents in PAN India. Sub Service Area (SSA) is a cluster of few villages and is linked to one base branch of the Bank.
- b. Providing basic banking services in Non SSA i.e. in unbanked rural areas as BC Agent/Bank Mitra/additional bank Mitra and or /2nd Bank Mitra, Semi Urban, Urban and Metro centers depending upon the requirement of Bank. The BC Agent / Bank Mitra may use Micro ATM / Pin Pad Pax Device/Laptop/desktop / Mobile / Tab etc. for providing banking services in these non SSA areas.
- c. Applications are invited from the eligible entities for their empanelment as Corporate Business Correspondent for the purpose of deploying BC Agent/Bank Mitra in the field to deliver banking & financial services. Interested entities may submit their proposal as per the terms and conditions mentioned in the RFP document.
- d. The offer will be Technical only for empanelment of Corporate BCs. Bank has its approved Commercial applicable equally to all CBC / Service Provider. However, bank reserves the right to call the commercial quotes from the technically empaneled Corporate BCs for any or all the services to be offered through BC channel.
- e. Bank invites technically complete and competitive proposals from Corporate Business Correspondents/Service Provider those are capable to provide BC Agent/Bank Mitra having required knowledge of Financial Inclusion activities and perform as per the Banks requirement.
- f. Corporate BCs/ Service Provider can be provided mandates for SSAs for banking transactions in the particular Region/Regions/Zone/Zones/state/States of the Bank or on PAN India basis as per their capabilities and financial strength.

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- g. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned in the document.
  - h. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.
  - i. Bank may 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. SCOPE OF WORK:

#### 3.1 FUNCTIONAL SCOPE

- a) Bidder will select, engage, train, educate, appoint and monitor BC Agent in areas allocated by the Bank in Rural, Semi Urban, Urban and Metro locations for providing basic banking services through Laptop/Desktop/Micro ATM/Pin Pad PAX Device/Kiosk Banking/Mobile devices as per the empanelment of bidder and requirement of the Bank.
- b) Primary responsibility of Corporate BCs/ Service Provider is to deploy and manage their BC Agent/Bank Mitra in field as per requirement of Bank along with Cash management at BC Point.
- c) The Bank has approved uniform rates and commission payable to all CBC / Service Provider. The rates of commission payable to the CBC / Service Provider 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 in all cases.
- d) Empanelment will be valid maximum for the three years only after execution of the required agreements including NDA with Bank.
- e) Bidder should engage qualified and experienced BC agents at the selected Region/Regions/ Zone/Zones/State/States of the Bank or on PAN India basis. Bidder should also deploy and manage BC Agent in field as per requirement of the Bank.
- f) 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.
- g) Bank is having its own technology solution for Micro ATMs/PIN PAD PAX Devcie/Kiosk/mobile etc. for BC Agents through CBC / Service Provider. Selected BC Agent/Bank Mitra 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 CBC / Service Provider will be required to adopt as and when implemented without any cost to Bank.
- h) Cash Management will be the responsibility of the Bidder for the Banking operation.
- i) Bank at its discretion may allot the mandates to successful bidders empaneled through this RFP for engaging its agents at locations provided by Bank. Empanelment doesn't give a right to empanelled bidder to claim the mandates.
- j) 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 mandate.
- k) Bidder must Display the Board at the location mentioning Bank's Name, Logo, its agent's name and location along with link Branch Name, contact details and Do's and Don'ts etc. as per extant guidelines.
- l) Bidder/Corporate BC/Service Provider should also display the charges to be levied to the customers for the services offered to Customers.
- m) Selected bidder/Corporate BC/Service Provider will bear the cost of network/connectivity including charges for network/internet of all Agent. If required, selected bidder will also provide booster antenna in these SSA's at their own cost.
- n) Bidder may also be required to provide basic Banking services in rural, Semi Urban, Urban and Metro locations other than allotted SSAs. Bank will not provide any hardware such as Laptop/ Desktop/Mobile Device/ Micro-ATM, printer, etc. CBC / Service Provider has to bear the cost of all required hardware, devices, connectivity etc.



- o) 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.
- p) Bank will not provide any license for Operating System or any other application other than common FI application for Laptop/Desktop /Mobile Devices. Any cost towards Operating System or any other application required for running the Laptop/Desktop/Mobile 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 Laptop/Desktop/Mobile device/Micro ATM, etc.**
- j. In case of Kiosk banking where Agent will function from Laptop/Desktop, bidder has to install licensed antivirus on all laptop/desktop and update and scan the laptop/desktop regularly. Bank will not permit any Laptop/Desktop to be connected to Bank's network unless a valid licensed antivirus is installed in it.

### 3.2 Scope of Services to be offered By CBC / Service Provider including but not limited to Banking & Other Financial Services

- A) BC 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.
  1. Account Opening (Basic Saving Bank Account and General Saving Bank Account)
  2. Cash deposit (own bank)
  3. Cash deposit (other bank—AEPS/Rupay card)
  4. Cash withdrawal (on us)
  5. Cash withdrawal (off us)
  6. Fund transfer (own bank)
  7. Fund transfer (other Bank—AEPS/Rupay card)
  8. Balance enquiry (own bank)
  9. Balance enquiry (other bank—AEPS/Rupay card)
  10. Mini statement
  11. TDR/RD opening
  12. Enrol for micro accidental death insurance
  13. Enrol for micro life insurance
  14. Enrol for social security pension scheme
  15. Cheque collection
  16. Aadhaar seeding
  17. Mobile seeding
  18. IMPS
  19. NEFT/RTGS
  20. Request new cheque book
  21. Stop payment of cheque
  22. Cheque status enquiry
  23. Renew TD/RD
  24. Block debit card
  25. Launch complaints
  26. Track complaints
  27. Request for SMS alert / email statement (if mobile no. / e-mail is already registered)
  28. Pension life certificate authentication through Jeevan Pramaan (Aadhaar enabled)
  29. Recovery/collection upto bank approved limits
  30. Apply for RuPay debit cards
  31. Passbook update

**B) SMALL VALUE ADDITIONS:**

1. Sukanya Samriddhi Scheme/Public Provident Fund(PPF)
2. Remittances (Indo-Nepal )
3. Digital Payment options like (POS, mPOS, Aadhaar Pay, Bharat QR, Debit & Credit Cards, Closed Loop payment systems, Wallets, etc.
4. Railway/Bus Ticketing (e.g. IRCTC)
5. Utility Payment Services (e.g. BBPS)
6. Deployment and Marketing of Digital products like Bharat QR, Bhim Aadhaar Pay, etc.

**3.3** The CBC/ Service Provider shall provide the services through BC Agent/Bank Mitra engaged by the Service Provider. The Bank will prescribe the number of BCA to be engaged in any area of operation for exclusively working as a BC Agent/Bank Mitra or cover the same area by one or more BC Agent/Bank Mitra depending upon the business potential. The list of additional locations, if any will be advised to the selected bidder by the Bank separately.

**3.3.1. BC AGENT CREATION AND MAINTENANCE:**

- i. A BC agent should always be recruited locally from within the service area of the proposed BC point. E-KYC of the proposed BC is mandatory.
- ii. A BC Agent must be minimum Class X pass having working knowledge of computer and Hindi/English/local language. He/She should also have necessary certification required for working as BC Agent / Bank Mitra.
- iii. Document verification by the CBC/SP & Police Verification should be mandatorily done before placing the request for approval of the BCA/ Bank Mitra.
- iv. On boarding process will be system driven with initiation at Branch, approval after interview & due diligence by Circle Office / Zonal Office (Acceptance & approval and BC Settlement Account from back-end file exchange process) and Head Office level (Final approval).
- v. BC agent's application detail like Name, Father's Name, Address, Aadhaar Number, Photograph, Educational Qualification, Experience, etc. should flow through the system for perusal of the Bank officials.
- vi. Digital copies of the photograph, KYC documents/e-KYC reference number, Police Verification report, reports by two references, etc. should be stored in digital formats and made accessible to the various stakeholders including branch, CO/ZO and HO.
- vii. BC agents has to be mandatorily provided periodic training and pass the certificate examination of IIBF or any other examination mandated by Bank/regulating authority.
- viii. An online BC registry have to be maintained with complete KYC details of the agent along with his area of operations, product offering, performance, salary details, leave details etc. Area Manger, Circle level coordinator & Zonal level coordinator will report to Banks Team for Management of BCs.

**3.3.2. BC agent should be managed and monitored by a 3-tier management system of Corporate BC viz. Area Manger, Circle level coordinator & Zonal level coordinator.**

- i. BC agent will be assigned specific targets for business to achieve.
- ii. Bidder shall also ensure that the agents are well trained and kept updated with bank's new schemes, policies, etc as may be required to discharge their roles and serve the customers.
- iii. Bidder would also ensure that required supplies of stationery and other consumables are made available with agents for uninterrupted operations.
- iv. Bidder may be required to enrol the customer on production of documentary evidence/support that RBI or the Bank may prescribe duly complying with customer due-diligence (including Know-Your-Customer requirements).

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- v. The physical KYC documents, Photo and Account opening application forms of enrolled customers will be delivered at the designated location of the Bank Branch at the earliest.
  - vi. The bank would further have the option of relocating or discontinuing the BCA in areas where a bank opens a branch during the period of the contract or at the discretion of Bank for any other reasons.
  - vii. In areas where relocation of CBC / Service Provider is suggested due to opening of bank branch, the BC Agent/Bank Mitra may be allowed to continue at the discretion of the bank.
  - viii. It is essential that CBC / Service Provider has the required resources to provide the service mentioned in this RFP. New services may be added from time to time as per the instructions of the Bank.
  - ix. Bank may, as part of their urban Financial Inclusion plans, identify urban locations at its discretion.

**3.3.3. BANK MITRA /BUSINESS CORRESPONDENT AGENT (BCA) ACTIVITIES:**

- i. Customer enrolment - fingerprint based as well as eKYC (Finger Print and IRIS) based:
- ii. Savings account, Recurring Deposit (RD) / Term Deposit)
- iii. Social security Scheme (PMJJBY, PMSBY, APY) under PMJDY
- iv. Overdraft facility under PMJDY scheme
- v. Formation of Joint Liability Group (JLG) & Self Help Group (SHG)
- vi. Online Aadhaar seeding into Bank CBS / FI Gateway with a facility of interoperability through NPCI/other agencies
- vii. Mobile number updation in Aadhaar database (UIDAI). **(Subject to Bank Approval)**
- viii. Mobile number updation in Bank accounts through micro ATM. **(Subject to Bank Approval)**
- ix. Aadhaar mapping/updation at NPCI through Host to Host method.
- x. IRIS based eKYC account opening.
- xi. Online Dashboard monitoring.
- xii. Third Party Product Distribution (TPPD)

**3.3.4. TRANSACTIONS SUPPORT:**

- i. Support for current version of AEPS (ONUS & OFFUS) transactions (UIDAI based authentication).
  - a) Deposit
  - b) Withdrawal
  - c) Funds transfer
  - d) Balance enquiry
  - e) Mini statement
- ii. Support for PIN based RuPay/VISA Debit RuPay/VISA Debit/VISA Debit card (EMV/ Chip Based) transaction:
  - a) Deposit
  - b) Withdrawal
  - c) Balance enquiry
- iii. IMPS transactions
  - a) Funds transfer
- iv. Support for normal CBS transactions (Single / multiple Customer finger print based authentication)
  - a) Deposit
  - b) Withdrawal
  - c) Funds transfer
  - d) Balance enquiry
  - e) Consolidated Account Summary of all account
  - f) Mini Statement/ Passbook Printing

- g) RD repayment
- h) Remittance
- i) Account enquiry

**3.3.5. PROVIDE INTEROPERABLE TRANSACTION FACILITY LIKE:**

- i. Deposit of money in to bank accounts including loan accounts and deposit accounts.
- ii. Withdrawal of money from an account with the bank including all EBT/DBT payments/G2P payments
- 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.
- v. Interoperable Aadhaar Enabled payments through Micro ATM/ PIN PAD PAX Device, both on-us and off-us.
- vi. Interoperable RuPay/VISA Debit/Credit card on-us and off-us.

**3.3.6. OTHER ACTIVITIES:**

- i. Collection, Preliminary scrutiny of data and submission of applications to the Bank for its review  
Creating awareness about savings and other products offered by the Bank, education or advice on managing money.
- ii. Sale of third-party financial products like Insurance, Pension products, etc.

**3.3.7.** Subject to meeting the eligibility criteria mandated by RBI, BCA may be engaged as Recovery Agent.

**3.3.8. CASH MANAGEMENT:**

- i. The Service provider will be solely responsible for the cash management at all BC points irrespective of volume and value of transactions.
- ii. The Service provider has to make his own arrangements for the Cash requirements and Bank will not fund towards cash requirements for the field operations.
- iii. The Service provider has to make arrangements for normal cash requirement as per the demand from each CBC / Service Provider location, apart from meeting the seasonal/monthly/weekly requirements relating to EBT and DBT on PAN India basis.

**3.3.9. CUSTOMER OPERATIONS:**

- i. Customers will carry out all types of banking transactions through the BCA. Customer Authentication is through Biometrics (Proprietary biometrics, Aadhaar biometrics-Finger print, IRIS and Aadhaar OTP) PIN (RuPay card PIN) or any other future mode of authentication approved by the regulator.
- ii. Mode of transactions is online.
- iii. A customer may have multiple accounts/services
- iv. Bank would determine from time to time the schemes or banking services that may be extended to customers.
- v. The services availed by the customers may vary.
- vi. Although initially, Savings Bank Accounts, RD, Bank may extend other services also to the customers.
- vii. Procedure for reimbursement to Bidder towards Enrolment, will be as follows:
  - a) Reimbursement for these costs would be claimed from the Bank as per the contracted price on a monthly basis.
  - b) Bank will entertain claims for reimbursement from the Bidder only after Account opening and activation of account by Branch. Bank would pay commission for each account activation and the first transaction through Micro ATM of BC Agent/Bank Mitra put through.

- c) This Consolidated payment shall cover all the activities undertaken by the Bidder, their representatives/personnel under various stages commencing from obtaining the list of customers, identifying customers, enrolment, and transport of the physical and electronic records, updation of information of account opening in data base.
- d) Payments will be made on a monthly basis for all the accounts opened and activated in the previous month on submission of all proof/reports as required by the bank.
- e) Reimbursements to the Bidder towards subsequent registrations shall be claimed from the bank on monthly basis subject to the reconciliation of the bank.
- f) Entire infrastructure required for these activities will be owned, maintained, managed and operated by the Bidder.

### **3.3.10 CUSTOMER ACCOUNT OPERATIONS:**

- i. Customers who wish to receive or remit funds shall approach the authorized representative of the CBC/SP i.e. the BCA. Customer will submit the Bank passbook /Aadhaar card / RuPay card or orally can tell account number or Aadhaar number.
- ii. The BCA will verify the identity of cardholder using the name & photograph on Aadhaar card/ Bank Pass book and name on RuPay Card.
- iii. BCA may verify additional details of the customer if stipulated by the Bank.
- iv. Customer is permitted to transact in online mode only through the Handheld device / Micro ATM/ PIN PAD PAX Device/ Kiosk Banking Solution through BC Agents.
- v. Customer is authenticated by verifying the fresh fingerprint/ IRIS sample (obtained through scanner at that time of every transaction) with the master templates/fingerprint/ IRIS data stored at remote location (Bank Central Authentication Server or UIDAI, etc). Customer can also be authenticated through PIN for RuPay card transactions.
- vi. Where ever the customer is having Aadhaar number, the live biometrics (Finger prints or IRIS) are to be captured through scanners and verified through the UIDAI.
- vii. The requested transaction is put through only if the conditions stipulated by the bank are met.
- viii. The successful cash transaction is concluded by payment of cash or receipt of cash by the Bank Mitra / BCA depending on whether the transaction is Cash withdrawal or Cash deposit or Fund Transfer.
- ix. Each customer will be permitted only certain number of transactions and within a maximum limit prescribed by the Bank for each category for a given period.
- x. These stipulations will be parameterized at front end system level and transactions shall be rejected beyond the set limit.
- xi. The above details will be furnished to the Successful Bidder by the Bank.
- xii. BCA through the system should be able to facilitate deposit, withdrawal and Fund Transfer of currency (digital & physical) in Bank accounts (SB, CD, RD, TD, Wallet, etc.)
- xiii. Receipts will be printed for each transaction including failed transaction with failed reason code and code description. One will be handed over to the customer and the other would be held with the Bank Mitra / BCA for records.
- xiv. Each transaction will have a unique reference number for the Bank and the same would be printed along with bank terminal ID and location name on every receipt.
- xv. All transactions are to be logged and the logs are to be preserved securely for future reference for time-periods stipulated by the Bank.
- xvi. It should be possible to build audit trails of the transaction using the unique transaction number from the audit logs.
- xvii. The account holder may request for statement of account and the BCA at the village will provide a printout of last 10 transactions including the outstanding balance in the desired account(s) initiating the customer transaction through Micro ATM/ Kiosk Banking Solution.
- xviii. The receipts and statements should be in English/vernacular language as may be stipulated by the Bank.

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- xix. The credentials and digital images of fingerprints, etc should be tallied with that of the original records stored in the system ensuring that there is no impersonation.

### **3.3.11 OPERATIONS AT BC OUTLET:**

- i. CBC / Service Provider will be responsible for physical custody and upkeep of the systems/devices provided for front-end operations
- ii. CBC / Service Provider would also be responsible for cash and accounting of transactions; maintenance of record of enrolments/ accounts opened / rejected receipts of transactions, details of exceptional transactions, etc.
- iii. Authorized agents of the CBC / Service Provider (Bank Mitra / BCA) who are permitted to operate the Front-end systems shall be enabled with Aadhaar through which their identity is established and login is allowed to operate front end systems.
- iv. Cash replenishment and cash usage, transactions, etc should be recorded in the front-end terminal through which the transactions are being affected.
- v. CBC / Service Provider should be able to know the cash balances so as to balance the physical cash available at any point at BCA during the day. The Bidder should also be able to take a printout of the Opening Balance of Cash, Closing Balance of Cash and the list of all transactions in between.
- vi. The printout shall also contain commission payable to the CBC / Service Provider.
- vii. The printouts shall be obtained in duplicate every day.
- viii. One copy will be retained by the CBC / Service Provider for records.
- ix. The second copy shall be handed over to the Bank while submitting the claim.
- x. Bank Mitra / BCA appointed by CBC / Service Provider shall facilitate issuance of Passbook /RuPay card to the customer by maintaining close coordination with Branch/Bank. Also, Bank Mitra/ BCA shall be able to print passbook at their location issued by branches through the FI front end application.

### **3.3.12 LOGIN AND OPERATION OF MICRO ATM / PIN PAD PAX DEVICE BY BCA:**

- i. Agents/Bidder's representatives extending the services to bank's customers are required to authenticate themselves to the front-end systems through Aadhaar biometrics.
- ii. The access to front-end system would be restricted to only select authorized agents. The front-end system should validate the agent's credentials before allowing any access to the contents of the front-end system. All such access would be based on Aadhaar authorization.
- iii. In case of prolonged absence or indisposition of the appointed Bidder's representative, Bank will insist replacement/appointment of a substitute.
- iv. PIN PAD Device for Card Base Transaction through Kiosk Banking Solution.

### **3.3.13 OTHER PRODUCTS AND SERVICES:**

Bank would share operational guidelines for other products and services that would be extended through this channel. The same will be shared with the Successful bidder.

- i. Bank will evaluate the Bidder on an ongoing basis and may take a suitable decision for continuation/ termination / expansion of contracted services based on the performance.
- ii. The project shall conform to Bank's policies and would be subject to Internal and External audits. The Bidder is required to extend all necessary co-operations to facilitate audit process.

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- iii. Bidder shall have adequate audit controls and track normal and exceptional transactions.
  - iv. Bank will utilize the services of internal or external auditors for ensuring proper operations by Bidders.
  - v. Bank may also arrange for a random verification of enrolment/ payments, etc for better control.
  - vi. The bidder shall attend to the rectification of audit observations within timeframe stipulated by Bank from time to time.
  - vii. If cash replenishing agencies/agents are not appointed BC agents have to arrange for their own cash or collect from the nearest link Bank branch.
  - viii. The float for cash operations at BC location may or may not be provided by the Bank. In case bank decides not to provide the float, the selected BCA agents have to arrange the required float by themselves.
  - ix. BC agent along with his Area Manager will form the basic Merchant On-boarding Team. The technical support will be provided by the concerned division/FI Gateway vendor.
  - x. Any required certification for starting the services has to be obtained by the CBCs/ Service Provider from the certifying agency.



## **INSTRUCTION TO BIDDERS**

### **1. ELIGIBILITY**

The Bidders must comply to the eligibility criteria in all respects as stipulated in Annexure-IV. Any deviation or non-compliance to the eligibility criteria will render the bidder ineligible.

### **2. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY**

In case of company, Board Resolution in favour of Authorized Person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

### **3. COST OF BIDDING**

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as "Purchaser" or "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **4. BIDDING DOCUMENT**

The Bidder is expected to examine all instructions, forms, terms and conditions 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 Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.

### **5. LANGUAGE OF BIDS**

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and PNB, shall be written in English.

### **6. AUTHENTICATION OF ERASURES/ OVER WRITING ETC.**

Any inter-lineation, erasures or overwriting shall not be valid and it will lead to rejection of bid without quoting any reason.

### **7. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites <https://www.pnbindia.in> and <https://etender.pnbnet.in> and will be binding on all those who are interested in bidding in order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the any subsequent amendment/Corrigendum/clarifications meticulously and submit their queries.

### **8. VALIDITY OF BID DOCUMENT**

Bid shall remain valid for 6 months from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non- responsive.



### 9. LATE BID

Any bid received by the Bank after the deadline for submission of bid will be rejected.

### 10. BID CURRENCY

Prices shall be expressed in the Indian Rupees only

### 11. BID EARNEST MONEY

Only Successful Bidders will be required to submit the Performance Bank Guarantee (BG) of Rs 30 Lakhs in favour of Punjab National Bank, PS & FID, Valid for 3 years +12 months at the time of entering into contract, as per Annexure-XII. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.

### 12. BIDDING PROCESS

For the purpose of the present job, a single stage bidding process will be followed.

The offer will be Technical for empanelment of Corporate BCs/Service Providers. Bank has its approved Commercial applicable equally to all CBCs / Service Provider. Bid must be submitted before the scheduled time giving full particulars, addressed to the Deputy. General Manager (PS & FID), Punjab National Bank, Plot No. 4, Sector – 10, New Delhi – 110 075 and duly super-scribed “Empanelment of Corporate Business Correspondents for implementing Financial Inclusion”. Bid offer should also indicate name, address and contacts of the bidder submitting the offers.

The bidders will have to submit the technical bid in sealed envelope. Unsealed envelopes will not be accepted. All documents/letters, addressed to the Bank, should be submitted in Original (No Photocopies will be acceptable). Bid will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP.

Bids will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document and technical functionalities shall be short-listed for presentation.

### 13. Pre Bid Queries:

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing through mail mentioned in General Tender Details by the intending bidders before the timelines specified.

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format). Further, Bidders must attach copy of the same queries on their letter head, duly signed and stamped by their authorized signatory.

Sr.No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

The queries submitted before pre-bid meeting will only be discussed in the pre-Bid meeting and their subsequent responses will be uploaded onto Bank's websites.

Only one persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit a copy of their I-card issued by their company.

No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company.(Any other ID proof such as PAN, DL or Aadhar card will not be accepted)

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

#### **14. SUBMISSION OF BID**

The RFP document and further corrigendum, if any can also be downloaded from banks websites <https://www.pnbindia.in> and <https://etender.pnbnnet.in>. All the Annexures and bid documents with technical supporting documents should be submitted manually in sealed envelope before the final date & time of bid submission at the following address.

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division  
Corporate Head Office, 4<sup>th</sup> Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi - 110 075

Bidders will ensure submission of bid strictly as per the requirement of the RFP. Bids received after closing date and time will not be accepted.

#### **15. DEADLINE FOR SUBMISSION OF BID**

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division  
Corporate Head Office, 4<sup>th</sup> Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi - 110 075

## **16. MODIFICATION AND/OR WITHDRAWAL OF BIDS**

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

## **17. CONTACTING THE PURCHASER**

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

## **18. TERMS AND CONDITIONS OF THE BIDDING FIRMS**

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

## **19. LOCAL CONDITIONS**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

## **20. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action.

## **21. OPENING OF BIDS**

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through Bank websites <https://www.pnbindia.in> and <https://etender.pnbnnet.in>. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

## **22. CLARIFICATIONS OF BID**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

## **23. PRELIMINARY EXAMINATION**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. If there is any discrepancy between words and figures, the amount in the words will prevail.

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The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non- conformity. The decision of the Bank in this regard will be final.

**The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.**

**FORMAT FOR TECHNICAL PROPOSAL**

**The Technical Proposal should be made in an organized, structured and neat manner. Brochures/ leaflets should not be submitted in loose form.** The format for submission of the Technical Proposal is as follows:

1. Cost of RFP -Online Deposit (**proof of the transaction printout**)
2. Offer covering letter as per **Annexure I**

**Technical Proposal - 1 Copy, i.e. Hard Copy**

The Technical proposal should be submitted in hard copy and should be placed in a sealed envelope super-scribed as “Empanelment of Corporate Business Correspondents for implementing Financial Inclusion”

The Technical Proposal should be complete in all respects and should contain all information as specified in the RFP.

All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Bidder firm. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorised signatory for the purpose of this RFP.

The RFP response shall be in the English language only. The contact name, email ID and telephone numbers (mobile & landline) of the Bidder firm shall also be indicated on the sealed cover.

Cost of RFP (**Online Deposit proof of the transaction printout**) should be placed in the original Technical Proposal submitted to the Bank.

**Technical Proposals must be submitted separately in different envelopes.**

The **two separate** sealed envelopes containing the Eligibility Criteria (**as per Annexure-IV including supporting documents**) & Technical Proposal must be submitted in separate covers to the Bank directly as under:

- ☐ ENVELOPE-1: Eligibility Criteria as per Annexure –IV including supporting documents.
- ☐ ENVELOPE-2: Technical Proposal (Annexure -I and II including supporting documents).

Each of the above set of the Proposal must be labelled with the following information:

1. Technical / Eligibility Proposal as applicable
2. RFP Reference Number and Date
3. Name of the Bidder firm

A copy of the RFP along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

## **24. IMPORTANT POINTS TO BE NOTED**

- a) The sealed bid envelopes should be submitted at the address mentioned in the point **“Key Information on the RFP Response Submission”**.
- b) All the queries and communication must be addressed to the mail ids as mentioned in the General Tender Details.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- d) All correspondence must be provided in writing and addressed to the mail ids as mentioned in the General Tender Details provided in the point **“Key Information on the RFP Response Submission”**.
- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submission by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses. All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

## **25. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE**

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of technical bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

## **26. CANCELLATION OF BID/ BIDDING PROCESS**

PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

## **27. DELAY IN THE BIDDER’S PERFORMANCE**

Performance of the Services shall be made by the bidder in accordance with the time schedule specified by Bank

## **28. GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender 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 Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings 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, obtained. The venue of the arbitration shall be Delhi.

## **29. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The bidder shall not, without the Banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA).

## **30. CONFIDENTIALITY**

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:

- ☐ Relates to the Disclosing Party; and
- ☐ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ☐ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or vendors.
- ☐ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.
- ☐ "Confidential Materials" shall mean all tangible materials containing Confidential
- ☐ Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- ☐ Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers" or the Bank employees" personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- ☐ Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at

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the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. **Sub-contracting** of services in whole or part with other firms **shall not be permitted**. In case the Bidder is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

Disclose, transit, reproduce or make available any such confidential information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or

- ☐ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ☐ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- ☐ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party
- ☐ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- ☐ Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof



- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
  - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control.
  - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
  - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
  - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
  - e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the PNB.

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, vendor may retain a copy of such information (but which shall not include customer data and Confidential



Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers" or the Bank employees" personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

### **31. ASSIGNMENT:**

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

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

### **32. FORCE MAJEURE**

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any 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 explicitly beyond the reasonable control of the Bidder and not involving the vendor's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform vendor's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavour to find a solution to the problem.

### **33. NON-DISCLOSURE**

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

### **34. INDEMNITY**

The Bidder 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:

- ☐ The Bank's authorized / bona fide use of the Deliverables and /or the Services provided by the vendor under this RFP; and/or
- ☐ an act or omission of the Vendor and/or its employees, in performance of the obligations under this RFP; and/or
- ☐ claims made by employees who are deployed by the Vendor, against the Bank; and/or
- ☐ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the vendor to its employees
- ☐ breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the vendor under this RFP; and/or
- ☐ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

- ☐ breach of confidentiality obligations of the vendor contained in this RFP; and/or
- ☐ Negligence or gross misconduct attributable to the vendor or its employees.
- ☐ Corporate BCs/Service Provider empanelled would also agree as under :
  - CBC / Service Provider needs further agree to indemnify the bank against all losses suffered due to breach of contract and undertake to make good the financial loss caused directly or indirectly by claims brought about by its customer or by third parties.
  - CBC / Service Provider will accept and acknowledge to have clearly agreed and understood that this indemnity would cover all the acts and omissions on the part of personnel /Agents/BCAs and/or false representations and warranties of the CBC.
  - CBC / Service Provider will accept that in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the CBC / Service Provider, its employees, officers, agents, the CBC / Service Provider will undertake to pay on first demand made by Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from the CBC / Service Provider and /or make deductions from the amount payable by Bank to CBC / Service Provider.
  - CBC / Service Provider will be liable under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents, representatives and/or sub-contractors) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/or transactions.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

## **TERMS AND CONDITIONS:**

### **1. Duration of Contract**

Bank will enter into contract initially for a period of 3 year with option of further extension of contract, for another two terms of 3 year each, at the same terms & conditions, provided services of the bidder is satisfactory and at Bank's sole discretion.

Bank reserves right to cancel the contract at any time in case CBC/Service Provider fails to meet any of the requirements as mentioned in the RFP.

### **2. Performance Bank Guarantee**

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under :

- a) The successful bidders who are empanelled will have to submit Performance Bank Guarantee amounting to Rs. 30.00 Lacs. BG needs to be submitted before signing of the agreement, which will be valid for a period of 3 years plus 12 months from the date of entering into contract as per Annexure -XII.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.

- c) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- d) No interest on PBG will be paid by Bank.

### **3. Timelines & Award of Contract**

- a) The timelines for allotment of work in individual village/urban locations will be decided by the Bank.
- b) The empanelled Bidder shall submit a detailed Work Plan detailing out the area and branches with the timelines for covering the location allocated. The Work Plan should be in line with the RFP. Allocation of work area will be done by Zonal Managers.
- c) The Purchaser shall issue a Letter of Intent to the empanelled Bidder after mutual acceptance of the Work Plan.
- d) The Bidders will sign the contract as per the standard form of contract within 15 working days of issuance of the letter of intent. Bank will convey the list of empanelled bidders to our respective Zonal Offices/RRBs.
- e) The Bidder is expected to commence the assignment on the date and at the location specified as per allocation by Bank. In case the winning Bidder fails to start the enrolment/updation work within 30 days of issue of Letter of Award of Work/ Letter of Intent, then the Purchaser may cancel the award of work/ or penalize as deemed fit.

### **4. Payment to the Agency**

Payments shall be made to the empanelled Corporate BC/ Service provider on a monthly basis by the respective Circle Offices within 15 days of subsequent month for which payment is being made. This payment shall be subject to raising the invoice along with adherence to the Service Level Agreements. Corporate BCs must make payment to BC Agents within seven days of receipt of payment from respective Circle Offices. Sharing of commission between Corporate BC and BC Agents must be in the ratio of 20:80 respectively.

### **5. Technical Bid Proposal**

It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by Punjab National Bank is not provided by applicant, Punjab National Bank shall proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

#### **5.1 Technical Proposal Submission Form**

The Bidders shall submit the Technical Submission Form as given in Annexure I

#### **5.2 Technical Proposal Application Form**

The Bidders shall submit the Technical Proposal Application Form as given in Annexure II

## **6. Dispute Resolution**

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager/director and Bidder project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and the Bank respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bidder and the Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at the Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

## **7. Governing Laws**

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Delhi shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

## **8. Notices and other Communication**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was

completed in full to the correct fax number or email sent to correct email address). Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

### **9. Penalty and Liquidated Damages**

1) If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right to recovery penalty @ 0.5% of the contract value per week or part thereof maximum up to 10% of contract price as Penalty for non-performance/ delayed performance.

2) If the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder.

3) The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the Bank.

### **10. Assignment**

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

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

### **11. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **12. Termination**

The Bank shall have the option to terminate this RFP and/ or any subsequent agreement and/ or any particular order, in whole or in part by giving Bidder at least 60 days prior notice in writing. It is clarified that the Bidder shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

- ☐ Such breach is not cured within ninety (90) Days after Bank gives written notice; or



### Financial Inclusion

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- ☐ if such breach is not of the type that could be cured within ninety (90) Days, failure by Bidder to provide Bank, within ninety (90) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- ☐ The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ☐ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- ☐ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- ☐ The other Party becomes the subject of a court order for its winding up.

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder for the tenure of this RFP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the vendor shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP and subsequent Agreement, the Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this RFP and subsequent Agreement, the Bank shall pay to vendor, within thirty (30) days of such termination or expiry, of the following:

- ☐ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to the vendor shall immediately be terminated.

- ☐ Upon the Bank's request in writing, the vendor shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

### 13. Publicity

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

**14. Solicitation of Employees**

The Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/her relationship with the Bank.

**15. Signing of Pre Contract Integrity Pact**

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of applicable value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per (Annexure –XIII)

**16. Compliance with Laws**

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers/staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the vendor.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the bank and its employees/ officers/Staff/Personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

**17. Order Cancellation**

The Bank will provide the selected Bidder a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the selected Bidder.



The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- ☐ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful bidder.
- ☐ Discrepancy in the quality of service/ security expected during the implementation, rollout and subsequent maintenance process.
- ☐ Failure of the Bidder make good the situation within the remedy period
- ☐ The selected Bidder commits a breach of any of the terms and conditions of the RFP/ contract.
- ☐ The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- ☐ An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

### **18. Corrupt and Fraudulent Practices**

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

- ☐ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ☐ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (Prior to or after Bid Submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

### **19. Violation of Terms**

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

### **20. Authorized Signatory**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of

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 signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

## **21. Non-Disclosure Agreement**

The selected Bidder shall execute Non-Disclosure Agreement (NDA). The selected Bidder shall execute the NDA within two months from the date of acceptance of letter of appointment.

## **22. Right to Reject Proposals**

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- ☐ It is not in conformity with the instructions mentioned in the RFP document.
- ☐ It is not properly or duly signed.
- ☐ It is received through email / fax.
- ☐ It is received after expiry of the due date and time.
- ☐ It is incomplete including non- furnishing the required documents.
- ☐ It is evasive or contains incorrect information.
- ☐ There is canvassing of any kind.
- ☐ It is submitted anywhere other than the place mentioned in the RFP.

## **23. Principal to Principal Relationship**

The employee engaged by the vendor shall be deemed to be the employees of Vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The vendor alone would comply with the statutory obligations and Labour Regulations/Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the order except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

The Vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Vendor's personnel/employees. The vendor will have no claims whatsoever against the Bank with

respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

#### **24. Limitation of Liability**

The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

Bidder's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the vendor.

#### **25. Inspection of Records**

All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The Bank's auditors would execute confidentiality agreement with the vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

**Technical Proposal Covering Letter**

(To be submitted on the Letter head of the applicant in a separate closed cover)

To,

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division  
Corporate Head Office, 4<sup>th</sup> Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi - 110 075  
Contact Phone No. 011-28044363  
Email ID : fidkioskhelp@pnb.co.in

Dear Sir,

**Ref : Request for Proposal (RFP) Tender Ref RFP/01/2021 DT.06.04.2021**

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP, Tender Ref No- **RFP/01/2021** for empanelment of Corporate BC/Service Provider, in full conformity with the said RFP document including subsequent clarifications / addendums.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Proposal, which includes this Technical Proposal in sealed envelope.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this RFP including subsequent clarifications, consisting of this letter, the detailed response to the RFP – Technical proposal and all attachments, for a period of 180 days from the closing date fixed for submission of proposal as stipulated in the RFP document.
5. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
6. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government / PSU / PSE during last two years.
7. We hereby declare that our company's loan account / accounts are not classified as NPA in any Bank as on date.
8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government / PSU / PSE.
9. We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
10. We understand that Punjab National Bank is not bound to short-list / accept any proposal received in response to this RFP.
11. In case we are empanelled by the Punjab National Bank as a Corporate BC / Service Provider for implementing Financial Inclusion, we shall provide any assistance/ cooperation required by Punjab

National Bank for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.

12. We undertake that our BC Agents will be providing any additional services as required by Bank/DFS/RBI, etc. from time to time in relation to services related to Financial Inclusion and any non compliance to same may be treated as our unsatisfactory performance.
13. In case we are empanelled as Corporate BC/Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by Punjab National Bank.
14. We undertake to comply all the **PF, ESIC, Minimum Wages Act, Labour Act and any other Statutory requirement as Applicable** which are related to engaging BC Agents. We undertake to provide the BC Agents who are duly trained and certified by IIBF or similar approved agency as decided by RBI from time to time
15. We also undertake that :-
  - a) Our company have been in existence in India for a period of at least 3 years as of 31.03.2020.
  - b) Our company is incorporated or registered in India under the Indian Companies Act, 1956 (Including Section-25 of the Act), the Partnership Act 1932 , Societies Registration Act 1860 , The Indian Trusts act 1882 / it's equivalent in the respective states OR Proprietorship entities having a PAN number.
  - c) This Tender/Contract cannot be sublet / transferred.
  - d) All personnel provided by our company will be on Contractual agreement with us and there will be no Employee and Employer relationship between the personnel engaged by the BC Agent and the Bank.
  - e) We shall ensure the availability of a reliever in case of need and a substitute is provided if a person is absent / on leave.
  - f) We shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.
  - g) We shall keep confidential any information obtained under the contract and shall not divulge the same to any other person without consent in writing by Punjab National Bank. In case of non-compliance of the confidential agreement, the contract is liable to be cancelled by Punjab National Bank. Further, Punjab National Bank shall have right to regulate Bidder Staff.
  - h) Any other services which might not have been specifically mentioned in this contract but are necessary for the performance or completeness of the contract as per guidelines of Bank/RBI/DFS/SLBC from time to time shall be provided/rendered by our company.
  - i) We will support for Audit conducted by internal / external auditors of Bank/RBI/DFS/SLBC.
  - j) We will submit undertaking that they will ensure that activation of BC Agents are more than 95% at all times and shortfall without any genuine reason unacceptable may be treated as unsatisfactory performance..

Our correspondence details with regard to this RFP is :

S.No	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFP	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	



## RFP for Empanelment of Corporate BC / Service Provider for implementing

### Financial Inclusion

7.	Email ID of the Contact Person	
8.	Corporate website URL	

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Applicant's Name with seal]

Name:

Signature:

Title:

Date:

**Annexure II**

**Technical Proposal Application Form**

S.No	Information Required	Information to be provided by bidder																								
1.	Name of Agency:																									
2.	Legal Status of Bidder : a. Whether Government/ Semi-Government/ PSU/ Private etc. b. PAN number of the Organization c. GST Registration number of the Organization																									
3.	Date of Incorporation of Bidder																									
4.	Brief Write-up on the Organization's activities and Business Areas in case of Private/ Commercial Organization/ PSU/ Govt. Company/ Autonomous Body																									
5.	Contact Name, Designation, Address, Email & Phone Numbers																									
6.	Net Worth of the Single Agency/ Prime Agency as on 31 March 2020, in case of a Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Company Auditor (do not include Intangible assets)	<table border="1"> <thead> <tr> <th colspan="2">Assets in INR Lakhs</th><th colspan="2">Liabilities in INR Lakhs</th></tr> </thead> <tbody> <tr> <td>Current Assets</td><td></td><td>Short Term Liabilities</td><td></td></tr> <tr> <td>Fixed Assets</td><td></td><td>Long Term Liabilities</td><td></td></tr> <tr> <td>Long Term Investments</td><td></td><td></td><td></td></tr> <tr> <td>Total Assets (A)</td><td></td><td>Total Liabilities (B)</td><td></td></tr> <tr> <td colspan="2">Total Net Worth as on 31<sup>st</sup> March 2020</td><td colspan="2"></td></tr> </tbody> </table>	Assets in INR Lakhs		Liabilities in INR Lakhs		Current Assets		Short Term Liabilities		Fixed Assets		Long Term Liabilities		Long Term Investments				Total Assets (A)		Total Liabilities (B)		Total Net Worth as on 31 <sup>st</sup> March 2020			
Assets in INR Lakhs		Liabilities in INR Lakhs																								
Current Assets		Short Term Liabilities																								
Fixed Assets		Long Term Liabilities																								
Long Term Investments																										
Total Assets (A)		Total Liabilities (B)																								
Total Net Worth as on 31 <sup>st</sup> March 2020																										
7.	Turnover & Profit of Agency in the previous 3 financial years in case of Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Auditor and as evidenced from the provided Financial Statements	<table border="1"> <thead> <tr> <th>Financial Years</th><th>Turn Over INR Lakhs</th><th>Profit</th></tr> </thead> <tbody> <tr> <td>2017-18</td><td></td><td></td></tr> <tr> <td>2018-19</td><td></td><td></td></tr> <tr> <td>2019-20</td><td></td><td></td></tr> </tbody> </table>	Financial Years	Turn Over INR Lakhs	Profit	2017-18			2018-19			2019-20														
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2018-19																										
2019-20																										
8.	Turnover/ Grants in Aid of Agency in the previous 3 financial years duly certified by the Auditor	<table border="1"> <thead> <tr> <th>Financial Year</th><th>Turn Over INR Lakhs</th><th>Grants-In-Aid-In INR Lakhs</th></tr> </thead> <tbody> <tr> <td>2017-18</td><td></td><td></td></tr> <tr> <td>2018-19</td><td></td><td></td></tr> </tbody> </table>	Financial Year	Turn Over INR Lakhs	Grants-In-Aid-In INR Lakhs	2017-18			2018-19																	
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2017-18																										
2018-19																										

## RFP for Empanelment of Corporate BC / Service Provider for implementing

### Financial Inclusion

		2019-20				
10.	Locations where the organization has offices:					
12.	Schedules (and corresponding Geographical areas) where the Agency is interested in undertaking work (mandatory information)	A. Present areas covered: B. Proposed Additions:				
13.	Details of tie up with PSB/RRBs	S. no.	Name of PSB/RRBs	Date of Tie up	Completed period in years as on 31.03.2020	No. of BCAs as on 31.03.2020

The applicant should submit information in the above format and should mandatorily provide all supporting documents as required in the application form.

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:





## RFP for Empanelment of Corporate BC / Service Provider for implementing

### Financial Inclusion

#### Annexure III

#### Letter of Authorization for Submission of the Proposal

To,

The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office

4<sup>th</sup> Floor, West Wing, Plot No. 4, Sector 10, Dwarka, New Delhi-75, India

Dear Sir,

SUB: Authorization Letter for submission of the proposal in response to the RFP

REF: Your RFP .....Dated.....

This has reference to your above RFP for **Empanelment of Corporate BC/ Service Provider for implementing Financial Inclusion**, Mr/Ms\_\_\_\_\_ is hereby authorised to submit the proposal documents and to sign the contract on behalf of our organisation for all the systems/ goods required by the Bank as called for vide the Bank's request for proposal vide above referred RFP on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all the prices quoted in on-line-sealed bid by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed. Certified photocopy of Power of Attorney (POA) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

- 1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the bidder in its proposal.

**ELIGIBILITY CUM TECHNICAL PROPOSAL**
**ELIGIBILITY CRITERIA**

<b>S. No.</b>	<b>Details</b>	<b>Support documents to be submitted</b>	<b>Compliance (Yes/No)</b>
1	The Bidder must be incorporated or registered in India under the Indian Companies Act, 1956 (Including Section-25 of the Act) , the Partnership Act 1932 , Societies Registration Act 1860 , The Indian Trusts act 1882 / it's equivalent in the respective states OR Proprietorship entities having a PAN number.	Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company) OR any other relevant documents issued from competent authority of GOI.	
2	The Bidder should have been working as CBC for at least 1 year besides in existence of 3 years as on 31.03.2020.	Bidder to submit proof of operations as CBC.	
3	Audited Financial statement (Balance Sheet & Profit /loss) for the last three financial years i.e. 2017-18, 2018-19 & 2019-20 – (audited)	Certified copy of Audited Financial statement for the last three financial years.	
4	The Net worth of the company in the last financial year (i.e. 2019-20 – (audited) should not be less than 1 Crore	Certified copy of Audited Financial statement / Balance sheet	
5	Bidders should have at least 500 BCAs working with PSBs/RRBs as on 31.03.2020 with satisfactory performance.	Bank Certifications as per Annexure-XV	
6	Bidders should not be black listed by any Bank/ Financial Institution	Self declaration certificate	
7	Litigation certificate	As per Annexure-VII	

Evaluation Matrix for engaging Corporate BC agents

NAME OF CORPORATE BUSINESS CORRESPONDENT:					
ADDRESS:					
CONTACT DETAILS:					
Sr.	Parameter (Position as on 31.03.2020)	Criteria	Marks	Max Marks	Bidders Marks
1	Paid up Capital plus Reserves(Net Worth)	>2 CR	10	10	
		>1.5 CR to 2 CR	7		
		1 CR to 1.5 CR	5		
2	Average Turnover of last 3 years ( FY 2017-18,2018-19,2019-20)	>15 CR	10	10	
		>12 CR	7		
		>8 CR	5		
		5 CR to 8 CR	3		
		<5 CR	2		
3	Profit Position of last 3 years	All 3 FY	10	10	
		Any 2 FY	7		
		Last FY (2019-20)	5		
4	Experience as CBC	>5 years	10	10	
		>3 to 5 years	7		
		1 to 3 years	4		
5	Total number of BCAs working in PSB/RRBs	>1500	10	10	
		>1000 to 1500	7		
		500 to 1000	5		

<b>6</b>	<b>Number of PSB/RRBs tie ups (maximum 10 marks)</b>	A. Per PSB/RRBs tie up of above 4 years (4 marks per tie up) B. Per PSB/RRBs tie up of above 3 years to 4 years(3 marks per tie up) C. Per PSB/RRBs tie up of above 2 year to 3 years(2 marks per tie up) D. Per PSB/RRBs tie up of 1 year to 2 years(1 marks per tie up)	10	<b>10</b>	
<b>7</b>	<b>Geographical coverage of states through deployment of BC</b>	A. 3 marks each for NER states, J&K, Laddakh, HP, Uttarakhand, Chhatisgarh B. All other states 2 marks each	10	<b>10</b>	
		<b>TOTAL</b>		<b>70</b>	

[Applicant's Name with seal]

Name:

Signature:

Title:

Date:

**Note:**

1. Bidders to submit relevant documents in support of their position under all the above parameters.
2. Bidders should obtain minimum 60% marks out of 70 marks as per scoring matrix to become eligible for presentation stage.
3. Bidders to score minimum 60% marks in presentation out of 30 marks to be eligible for empanelment. However, Bank reserve the right to restrict the final number of bidders to be empanelled based on their overall merit/marks.
4. The existing CBCs if found technically qualified will be given preference for existing locations.

## RFP for Empanelment of Corporate BC / Service Provider for implementing Financial Inclusion

### ANNEXURE -V

#### BIDDER'S INFORMATION

S. No.	Information	Particulars / Response			
1	Company Name				
2	Constitution				
3	Date of Incorporation				
4	Company Head Office Address				
5	Registered office address				
6	GST No.				
7	Whether MSE(quote registration no. and date of registration, copy to be attached)				
9	Bank Account Detail : Account Number, Account Name, IFSC, Bank Name				
10	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
11	Specimen Full signature				
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
13	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
14	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
15	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	<b>FY</b>	<b>Turnover Rs.(in Cr)</b>	<b>Net Profit/ Loss Rs. (in Cr)</b>	<b>Net Worth Rs. (in Cr)</b>
		<b>2017-18</b>			
		<b>2018-19</b>			
		<b>2019-20</b>			

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory :**

**Designation :**

**Email ID :**

**Mobile No :**

**Telephone No. :**

**Seal of Company :**

### COMPLIANCE STATEMENT

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

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

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company



**ANNEXURE – VII**

**LITIGATION CERTIFICATE**

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

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor :**

**Designation :**

**Seal of Company**

**Email ID :**

**Mobile No :**

**Telephone No. :**

**Seal of Company :**





**UNDERTAKING FOR NON- BLACKLISTED**

**To be provided on letter head of the Bidder's Company**

To,  
The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office, 4<sup>th</sup> Floor, West Wing, plot No.-4, Sector-10  
Dwarka, New Delhi – 110 075

Sir,

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

We M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years.  
This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,  
Yours faithfully,

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



## RFP for Empanelment of Corporate BC / Service Provider for implementing

### Financial Inclusion

#### Annexure - IX

#### Undertaking

To  
The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office  
4<sup>th</sup> Floor, West Wing, Plot No. 4,  
Sector 10, Dwarka, New Delhi-75, India

Sir,

**Sub : RFP for Empanelment of Corporate BC/ Service Provider for implementing Financial Inclusion.**

- 1) Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the "Request for Proposal" and the other schedules of requirements and services for Punjab National Bank and RRBs sponsored by Punjab National Bank, in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Financial Proposal and made part of this RFP.
- 2) If our Proposal is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 3) This Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....2021

Yours faithfully,

Signature of the Authorized Signatory

Name :

Designation :

Name of the bidding Firm :

Address :

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)*



## RFP for Empanelment of Corporate BC / Service Provider for implementing

### Financial Inclusion

Annexure - X

#### Conformity with Hardcopy Letter

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)*

To  
The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office  
4<sup>th</sup> Floor, West Wing, Plot No. 4, Sector 10, Dwarka, New Delhi-75, India

Sir,

#### **Sub RFP for Empanelment of Corporate BC/ Service Provider for implementing Financial Inclusion.**

Further to our proposal dated ....., in response to the Request for Proposal  
(Bank's tender No. hereinafter referred to as "**RFP**") issued by Punjab National Bank ("**Bank**") we hereby  
covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and  
other documents including the changes made to the original RFPs issued by the Bank, conform to and are  
identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Signature of the Authorized Signatory

Name :

Designation :

Name of the bidding Firm :

Address :

Annexure - XI

Conformity Letter

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)*

To  
The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office  
4<sup>th</sup> Floor, West Wing, Plot No. 4, Sector 10, Dwarka, New Delhi-75, India

Sir,

**Sub : RFP for Empanelment of Corporate BC/ Service Provider for implementing Financial Inclusion .**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Punjab National Bank ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Signature of the Authorized Signatory

Name :

Designation :

Name of the bidding Firm :

Address :



## RFP for Empanelment of Corporate BC / Service Provider for implementing Financial Inclusion

### Annexure - XII

#### FORMAT OF BANK GUARANTEE

To:

The Deputy General Manager

Priority Sector & Financial Inclusion Division

Punjab National Bank

Head Office

4<sup>th</sup> Floor, West Wing, Plot No. 4, Sector 10, Dwarka, New Delhi-75, India

WHEREAS \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for providing services for "Empanelment of Corporate BC/Service Provider for implementing Financial Inclusion ." in response to Punjab National Bank's Request for Proposal ( RFP ) No. \_\_\_\_\_ (hereinafter called "the Bid"). KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country) having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "the Bank") are bound unto Punjab National Bank (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the mutually agreed Contract Form if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 180 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_ ( \_\_\_\_\_ Lakhs only).

Place :

SEAL

Code No.

SIGNATURE

#### NOTE :

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANK LOCATED IN INDIA.

**Annexure - XIII**

**PROFORMA FOR INTEGRITY PACT**

To,

The Deputy General Manager,  
Priority Sector & Financial Inclusion Division  
Punjab National Bank, Head Office  
4<sup>th</sup> Floor, West Wing, Plot No.4, Sector 10, Dwarka  
New Delhi -75

**Subject: Submission of Tender for the work.....**

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

**(On Rs 100 Stamp)****INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of .....2021

**BETWEEN**

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at \_\_\_\_\_ (Hereinafter referred as the Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND..... (Name and Address of the Individual/firm/Company) Through..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns) Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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.
  - (c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Dy. General Manager Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected



fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

3) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder/Contractor shall not enter with other Bidder(s) 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 cartelize in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

3. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

4. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

6. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.

7. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days' notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined

by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

#### **Article 7-Independent External Monitor (IEM)**

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) Sh. Raj Kumar Singh (IRS Retd.) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.

3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional

access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.

6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

7) The word "IEM" would include both singular and plural.

8) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

### **Article 8- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.

2. Changes and supplements need to be made in writing.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

### **Article 9- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1..... (Signature, name and address)

2. .... (Signature, name and address)

Place:

Dated:

**(Declaration to be provided on letter head of the Bidder's Company)****Undertaking Cyber Security/ IT Policy of the Bank**

The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office, 4<sup>th</sup> Floor, West Wing, plot No.-4, Sector-10  
Dwarka, New Delhi – 110 075

Sir,

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

We M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ do hereby confirm that we 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 used 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. All information resources (online/in-person) of the Bidders shall be made accessible to Reserve Bank of India as and when sought. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of Bidders activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of Bidders. Background verification requirements for the employee of the bidder shall be included and be mandated as a requirement in the bidder contract.

Thanking You,  
Yours faithfully,

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

FORMAT OF LETTER FROM PUBLIC SECTOR BANK / RRB

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

To,  
Dy General Manager,  
Punjab National Bank  
Priority Sector & Financial Inclusion Division  
Head Office: 4<sup>th</sup> Floor, West Wing,  
Plot No.- 4, Sector-10, Dwarka, New Delhi-110075

Sub:- Services of M/s \_\_\_\_\_ as Corporate Business Correspondent / Service Provider

Dear Sir,

M/s \_\_\_\_\_ is engaged by our Bank for providing services as Corporate Business Correspondent since \_\_\_\_\_. They have rendered BC services for \_\_\_\_\_ no. of locations (\_\_\_\_ no of SSAs and \_\_\_\_\_ no. of non SSAs) in \_\_\_\_\_ number of States till date and services provided are satisfactory.

S No	Name of the State	No of BC Agents deployed	Total commission Paid to CBC/SP during:		
			2017-18	2018-19	2019-20

Mr. / Ms. \_\_\_\_\_ is the Contact person / Project Leader / Main executor of the project since \_\_\_\_\_ (Date) and his/her performance is satisfactory.

Thanking you

Name Designation

(To be signed by Vertical Head)

Bank's Name Stamp /Seal

Email ID:

Date :

Place :

**CHECKLIST**

<b>Sl. No</b>	<b>Particulars</b>	<b>Submitted (Yes/No)</b>	<b>Page No</b>
1.	Proof of RFP Cost		
2.	Technical Proposal Covering Letter (Annexure-I)		
3.	Technical Proposal Bid Form (Annexure-II)		
4.	Letter of Authorization for Submission of the Proposal (Annexure-III)		
5.	Compliance To Eligibility Criteria (Annexure IV)		
6.	Bidders Information (Annexure-V)		
7.	Compliance Statement (Annexure-VI)		
8.	Litigation Certificate (Annexure – VII)		
9.	Undertaking For Non- Blacklisted (Annexure – VIII)		
10.	Certificate of Incorporation		
11.	Undertaking (Annexure – IX)		
12.	Conformity with hard copy Letter – (Annexure-X)		
13.	Conformity Letter (Annexure-XI)		
14.	Performance Bank Guarantee Format (Annexure-XII)		
15.	Proforma for Integrity Pact – (Annexure –XIII)		
16.	Undertaking Cyber Security/ IT Policy of the Bank- Annexure-XIV		
17.	Format of Letter from Public Sector Bank / RRB- Annexure-XV		
18.	Power of Attorney and Copy of Board Resolution		