REQUEST FOR PROPOSAL [RFP]
(e-Tender)
FOR

Request for Proposal from Non-Government Organizations /Trusts /Business Development Companies for credit support and recovery in SELFHELP GROUPS (SHGs) and JOINT LIABILITY GROUPS (JLGs) by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in Karnataka state.

RFP Reference No.	CO/RBD/BDC RFP/1/2023-24
RFP Issuance Date	**04.07.2023**
Last date for seeking Pre-bid clarifications	**18.07.2023 at 05.00 pm**
Date and time of Pre Bid Meeting	**19.07.2023 at 11.00 am**
Last Date for receipt of Bids	**02.08.2023 at 3.00 pm**
Last Date of opening of technical Bids	**02.08.2023 at 3.30 pm**

Issued By:
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A. NOTICE INVITING E-TENDER

Important Dates and Information on RFP Submission

1)	Tender Reference Number and Date	RFP No. Ref: CO/RBD/BDC RFP/1/2023-24 dated 01.07.2023
2)	Employer/ Owner	**INDIAN BANK,** **Corporate Office,** **Rural Banking Department,** **No. 254-260, Avvai Shanmugam Salai,** **Royapettah,** **Chennai - 600 014**
3)	Name of the Work	RFP for Appointing Trust/NGOs/Business Development Companies as Business Development Correspondent / Business Facilitator (BDC/BF) for expanding credit to SHGs/JLGs for Indian Bank in Karnataka state
4)	Cost of RFP	Non-refundable Rs.1,000/- (Rupees One Thousand only) that can be transferred through NEFT/RTGS/IMPS/UPI etc. on or before the last date of submission of bid document towards cost of bid document in the following account number: Bank Name : Indian Bank Account No. : 432438421 Account Name: HO Expenditure Dept. IFSC Code : IDIB000H003 Branch: Harbour
5)	Last date for seeking Pre-bid clarifications/ queries through email horbd@indianbank.co.in Vidyasagar.sahu@indianbank.co.in mukesh.gupta@indianbank.co.in gopakumar.gs@indianbank.co.in	**18.07.2023 at 5.00 pm**
6)	Date and time of Pre Bid Meeting	**19.07.2023 at 11.00 am**
7)	Last Date & Time for Online submission of Bids.	**02.08.2023 at 3.00 pm**
8)	Date of opening of Online technical Bids	**02.08.2023 at 3.30 pm**
9)	Date of opening of Online Financial Bids (Part II)	Will be intimated (via email) after technical evaluation of the bids submitted.

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10)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures e. Compliance to Functional & Technical Specifications. f. Tender document and its addendums with authorizing person's signature g. Any other information sought by the Bank with relevant to this tender. h. Relevant Documents such as Company Profile, Audited Balance Sheet for last five years (FY 2023-24, FY 22-23, FY 21-22, FY 2020-21, FY 2019-20), PAN CARD and GST Registration Details, Resolution for bidding etc.
11)	Validity of Tender	One Hundred Eighty (180) days from the date of Opening of Commercial Bid. If required validity will be extended by intimation up to 90 days.
12)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website **www.tenderwizard.com/indianbank**

This RFP document can be downloaded from the website: *www.indianbank.in* and e-procurement portal: *www.tenderwizard.com/indianbank*.

Paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website: www.indianbank.in and e-procurement portal www.tenderwizard.in/indianbank only.

The term *"Bid"* & *"Quote/Quotation"* bears the same meaning in this RFP. This tender document is the property of Indian Bank & is not transferable.

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B. Definitions

S.No.	Words	Definitions
1.	RFP	Request for Proposals
2.	BDC/BF	Business Development Correspondent / Business Facilitator.
3.	SHG	SELF HELP GROUPS
4.	JLG	JOINT LIABILITY GROUPS
5.	NGO	Non-Government Organization
6.	Owner	the INDIAN BANK and shall include their legal representative, successor and permitted assigns
7.	Authorized Representative'	The Representatives of the Bidder
8.	Project	Appointment of Trust/NGOs/Business Development Companies as Business Development Correspondent / Business Facilitator (BDC/BF) for expanding credit to SHGs/JLGs for Indian Bank in Karnataka state
9.	Services	The services of the Business Development Correspondents / Business Facilitator (BDC/BF)expanding credit to SHGs/JLGs for Indian Bank in Karnataka state
10.	CVC	Central Vigilance Commission, Government of India

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C. Disclaimer

Indian Bank **(www.indianbank.in)**isa body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Corporate Office at PB- 5555 254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600014, India. The Rural Banking Department at Corporate Office (CO: RBD) is situated on 1rd Floor of Corporate Office at PB- 5555 254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600014, India.

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank or any of their representatives, employees, or advisors (collectively referred to as Bank, hereinafter), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision, and amendment from time to time. It does not purport to contain all the information that a Bidder requires. Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

This RFP is not an offer by Indian Bank, but an invitation to receive responses from the eligible applicants. No contractual obligation whatsoever shall arise from the RFP

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process unless and until a formal contract is signed and executed by the duly authorized official(s) of Indian Bank with the selected applicants.

Bank reserves the right of discretion to change, modify, add to, or alter any or all of the provisions of this RFP and/or the bidding process, and/ or withdraw this RFP without assigning any reasons whatsoever. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this RFP.

Applicants shall bear all their costs associated with or relating to the preparation and submission of their proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the applicant and Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website www.indianbank.in and www.tenderwizard.in/indianbank and the same will become part and parcel of RFP.

Indian Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive, and binding on all the parties.

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D. Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per **Annexure-XII** of the RFP. Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

A. Adoption of Integrity Pact

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
3. The Bidders shall submit signed Integrity Pact as per the **Annexure-XII**. Those Bids which are not containing the above are liable for rejection.
4. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
5. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
6. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
7. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
8. Integrity pact shall be signed by the person who is authorized to sign the Bid.

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

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1. Shri. Girraj Prasad Gupta, ICAS (Retd)	Email: gpgupta1804@gmail.com
2. Shri. Arun Kumar Sharma	Email: sharmaak6@gmail.com

10. Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

11. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

B. General Terms:

1. The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
2. Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.
3. The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
4. All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.

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5. The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
6. The bid should be valid for 180 days from the date of submission of bid.
7. The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.
8. Call logging facility to be made available on 24*7 basis.

C. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this RFP shall not be affected or impaired

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E. Request for Proposal (RFP)

The Bank is interested in identifying the NGOs/TRUSTs/BDCs for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in Karnataka State.

Bank will follow two bidding system. Part-I of the bid contains compliance details of technical and functional specifications for which application is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website. Before opening of Part II online Commercial Bid, Intimation will be given to all qualifying bidders about the date and time of opening of financial bids.

Interested eligible bidders may submit their application for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - www.tenderwizard.com/indianbank. Bids/Applications have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.

2. Part I contains compliance details of Technical and Functional specifications for which application is called for. No column shall be left blank or altered.
3. Part II contains the Commercial specification / Financial Bid. Part II will be opened for those who are qualified in the Part I, Technical and Functional Specifications. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials though online mode.

4. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the NGOs/TRUSTs/BDCs in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the application will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes / Bids not accompanied by supporting documents, Tender Fee, which do not conform to tender specifications, will be liable for rejection.

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5. Bank has the right to accept or reject any application/quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

6. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as **"Bidder / Service Provider / Vendor / Business Facilitator (BF) / Business Development Company (BDC)"** interchangeably which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns.

7. The Request for Proposal (RFP) invites detailed bids from well-qualified eligible entities / Trusts/ NGOs for their selection as Business Development Correspondent / Business Facilitator (BDC/BF) for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State.

8. Bank intends to select successful Bidder as BDC/BF for a period of 3 years with an option for the bank to review every year with its sole discretion for termination or extension. Bank shall enter into agreement with only successful Bidder as BDC/BF as per model agreement given in **Annexure-XVI** of this RFP.

9. **Restriction of bidders from countries sharing land borders with India**

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020 and Bank's Policy, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a Joint Venture / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.
In this regard, bidder has to submit a declaration as per the format in annexure - XIV.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

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"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:
In case of a company or Limited Liability Partnership (LLP), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation
"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders' agreements or voting agreements.

i. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

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ii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

iii. Where no natural person is identified under (I), (ii), or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

iv. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

Please note that

a) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
b) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
c) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
d) The Authority/Bank shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
e) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

Note: The tender cannot be split. Either the Bidder on behalf of the Principal/ OEM or the Principal/ OEM themselves can participate in the bid, but both cannot bid simultaneously for the same solution.

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F. Instructions to Bidders

1. Introduction:

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

2. Pre Bid Meeting:

a. A pre-bid meeting is scheduled to be held through Video Conference/Web-ex on **19.07.2023 at 11:00 am.** Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **18.07.2023at 5.00 pm**

horbd@indianbank.co.in;vidyasagar.sahu@indianbank.co.in;
mukesh.gupta@indianbank.co.in; gopakumar.gs@indianbank.co.in

The VC link will be published in the website www.indianbank.in and www.tenderwizard.com/indianbank on **18.07.2023.**

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: www.indianbank.in and www.tenderwizard.com/indianbank and informed vide mail to the bidders who have raised queries.

3. Amendments of Bidding Documents:

a) At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
b) All prospective bidders will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Technical Bid. The amendments if any, will be published in the Bank website and will form part of the Bidding document.
c) The bid submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

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4. **Technical Bid:**

Technical Bid is to be submitted as per **Annexure - IV** of this RFP.

The Bidder must be qualified with the following technical specifications:

a) The bidder must have software for maintaining and operating SHGs/JLGs operations, books of account, financial transaction and other ancillary activities.

b) Bank is currently having Internal API Gateway (CP4I) for integrating internal systems using standard REST APIs and External API Gateway for integrating external API (REST, SOAP & XML). The Successful bidder has to deploy a REST API-based solution for integrating internal and external systems. In future, if there is any upgrade in API Gateway or API versions successful bidder has to integrate without any additional cost.

c) All the patches/ fixes/ updates, version upgrades of all the software components released by the OEM during the contract period should be provided. The Bidder should ensure implementation of all the patches/ fixes/updates and version upgrades in the production environment to the latest version during the contract period, without any additional cost to Bank.

d) Bidder to ensure security is included in the design such as encrypt all communications (using https or transport layer security), authenticate all access requests, no hard coded certificates, passwords or any form of secrets within the code, define the Use of DevSecOps tools to scan code as it is developed.

e) All applicable API security controls should be in place as per the industry best practices such as OWASP.

f) Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

The Bidder shall furnish documents establishing the bidder's eligibility as part of its technical bid and its qualifications to perform the Contract in case the bid is accepted.

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The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements as per **Annexure X.**

Any bid document not accompanied by the above will be rejected.

5. Financial Bid

The bidders should also submit their indicative financial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. Financial Bid will be opened for those who are qualified in the Part I, Technical and Functional Specifications. The indicative financial bid of the technically qualified bidders will be opened by Bank Officials through online mode.

6. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/by email, and no change in the substance of the bid shall be sought, offered, or permitted.

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information's are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/all tender in whole or in part without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Cost of Bid Document:

Cost of Bid Document**Rs.1,000/- (Rupees One Thousand only)**Non-refundable that can be transferred through NEFT/RTGS/IMPS/UPI etc. on or before the last date of submission of bid document towards cost of bid document in the following account number:

Account No. : 432438421
Account Name: HO Expenditure Dept.
IFSC Code : IDIB000H003
Branch: Harbour.

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8. Evaluation Criteria

➢ General/Technical Evaluation

The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations. The Bidder should satisfy all the Eligibility Criteria mentioned in conditions of the contract of this RFP.

After Eligibility Criteria evaluation, intimation will be given to all qualifying bidders about the date and time of Technical Evaluation cum Presentation and Demo. A declaration in this regard to be submitted by the Bidder as per **Annexure IV.**

➢ Commercial evaluation

Commercial evaluation will be done only for technically qualified Bidders alone and the commercial bids will be opened online to identify lowest quoted (L1) Bidder. After opening of commercial bids, any commercial bid quoted more than 5 % in the commercial bid format (Part II of RFP) will be summarily rejected.

The price quoted should be inclusive of GST only. The bidder with the lowest quoted amount will be identified as successful bidder.

➢ Negotiation Process :

If necessary Bank may call for a negotiation with L1 bidder after opening of commercial bids.

9. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

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10. Liabilities of Bank

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

11. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

12. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

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G. Conditions of Contract

1. Scope of the Project

a) BDC/BF shall identify deserving persons to become member of SHG/JLG and encourage them to form SHG/JLG at their village.

b) Provide basic training for newly formed groups and ensure financial and social dependence among the members to run the group successfully (weekly meeting, savings, internal lending & recoveries, documentation, leadership, bank linkage and deposit).

c) Sourcing of SHG credit and Recovery:

- Training & accessing the group to apprise the loan demand of the members properly and take their own decision.
- Post disbursement inspection and ensuring end-use of funds.
- Ensuring recovery and always maintain SHG/JLG CC account with bank as standard.

d) Overdues in accounts of SHGs/JLGs, if any, will be recovered from the BDC/BF charges payable to them.

e) BDC/BF shall ensure smooth functioning/operations of SHG/JLG in line with Bank policy for financing SHGs/JLGs.

f) An MOU is to be entered by the Bank with the Service provider who will serve as Business Development Correspondent.

2. Eligibility Criteria

a) The Bidder who will be participating in the RFP for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State shall have the following Eligibility Criteria:

- The Bidder should be a Company/ Firm/ Trust/ NGO and registered under Societies/Trust Acts and/or Section 25 of Companies Act.
- The Bidder should have experience of minimum five years.
- The Bidder should have NPA less than 2 % under their sponsored SHGs/JLGs.
- The Bidder should not have been blacklisted by any Government Department / PSU / Banks currently
- The bidder must have software for maintaining and operating SHGs/JLGs operations, books of account, financial transaction and other ancillary activities.

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b) The Bidder should have adequate organizational strength to undertake and service large area (Karnataka State) and Staff engaged by them should have sufficient knowledge to handle the technology / MICRO ATMs / Tablets/ Mobile Devices /enrolment devices.

3. Due Diligence:

Bank shall abide by the RBI guidelines, some of the key considerations to be kept in view while entering Business Development Correspondent / Business Facilitator (BDC/BF) relationship with the third parties are:

a) Internal policy for identifying and accepting Business Development Correspondents/ Business Facilitators as outside Service Providers,
b) The risk management strategies in the banks,
c) The rating of the correspondents,
d) Due diligence to be carried on them,
e) The code of ethics /fair practices under which the Business Development Correspondents/ Business Facilitators shall operate, and
f) On-going monitoring and review

4. Operation Management:

Operation Management	
S. No.	Scope
1	Selected Bidders shall Organize people, (usually) women, to form groups and train them on the SHG/JLG group concepts and train the leaders as well as other members on the group dynamics of SHG/JLG
2	Impart financial discipline among group members by encouraging regular savings and facilitating on time repayments for their internal lending and to external agencies, Impart leadership qualities among the members and train groups in accounting and book keeping and ensure proper maintaining of books by them.
3	Collection of KYC documents like Aadhar and other documents, opening of savings bank accounts, preliminary processing and verification of data of primary data by conducting monthly/weekly meetings of SHG group members.
4	Grading of SHGs to ascertain whether SHGs are eligible for loans, Processing and submission of loan applications along with required documents. Help in documentation and disbursement of loan strictly as per Bank's instructions.
5	Post-sanction follow-up and monitoring of advances / loans granted by the bank. Follow-up and recovery of loans as per EMI/ repayment programme.

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	Any other services as required by the bank.
6	To complete all the above formalities, they have to develop a specific Digital platform/ Android Mobile-based App. The data furnished in the App should be verified at different levels for its correctness/authenticity as per bank's eligibility norms. Loan applications to be submitted to the branches for sanction of SHG loans only after proper scrutiny.

The acceptance of operation management is to be submitted as per annexure - XI.

5. Other Responsibility:

a) The BDC/BF shall carry due diligence of their Field staff having established identity, integrity, skills etc.

b) BDC/BF shall manage the activities related to field staff management and deploy supervisors and shall be accountable for all the acts and deeds of its personnel deployed for the project and extending BDC/BF management services to Bank.

c) BDC/BF shall ensure that their field staff to procure the required hardware, connectivity and equipment that may be required for providing services, the cost of which would be borne by BDC/BF.BDC/BF are required to invest in equipment, hardware, and connectivity by themselves.

d) BDC/BF shall have to furnish the list of authorized agents proposed to be employed by them with details of their biodata containing photograph, address, age, educational background etc. duly verified and conducting due diligence about the character and good conduct of their agent/operator.

e) Appointment letters to field staff shall be issued by BDC/BF without Bank's logo. ID cards to their field staff shall be issued by BDC/BF.

f) BDC/BF shall have to render services to the bank purely on contract/commission basis with commercials agreed by them and there shall be no employer-employee relationship between the bank and the field staff or any of employees of BDC/BF.

g) Criminal record of person to be checked and police verification to be done before appointing her/him as field staff/ Agent/operator.

h) BDC/BF to provide technical and administrative support to field staff. Proper periodic training of the field staff in vernacular/local languages, to be taken care of by BDC/BF. Bank also with intimation to BDC/BF arrange training /sensitization programme for field staff.

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i) If any field staff takes money from customers or does any other misdemeanour then strict action to be taken against that field staff. If any field staff fails to ensure this at the field level and it shall be found that the field staff are charging for the services, then BDC/BF will also be liable for action and refund of the charges to the clients.

j) The Scope and services as above are indicative in nature and would be subject to revision from time to time with mutual consent and depending on the need of the bank.

6. Terms and Conditions:

BDC/BF shall be expected to provide services on the following broader Terms and Conditions:

a) General Terms and Conditions:

- BDC/BF shall agree and confirm that they and their agents/employees, sub-contractors/field staff are properly trained to perform the BDC/BF obligations as per scope of this RFP, maintain, privacy of customer information and informing the correct terms and conditions of the products offered etc.
- BDC/BF shall adhere to extant instructions on Fair Practices Code for lending as also their own code for collection of dues or in the absence of such a code at the minimum adopt the IBA's code for collection of dues and repossession of security. It shall be essential that they refrain from action that could damage the integrity and reputation of the Bank.
- The field staff appointed by BDC/BF shall treat all the customers with dignity and respect. Their field staff shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the customer's / borrowers' family members, referees, and friends, making threatening and anonymous calls or making false and misleading representations.
- BDC/BF through their field staff shall adhere to the performance standards in respect of services and products as detailed in Scope of Work in hereunder written, which forms part & parcel of their agreement with Bank. The Bank shall reserve the right to change / vary / the contents of Scope of Work by advising the same to Bidders on selection as BDC/BF in writing and upon such advice, the amended Scope of Work shall become effective.

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- BDC/BF shall be fully aware that failure to observe as above shall attract penal provisions including termination of the agreement without any notice. If any complaint shall arise from customers of Bank or members of the public against the BDC/BF and field staff or its employees of having used unethical or coercive
  measures in the process of recovering the dues, BDC/BF alone shall be liable and answerable for the same and the Bank shall in addition be entitled to recover such damages or compensation that the Bank may be constrained to pay as per any order of Reserve Bank of India, Courts, Tribunals or Statutory Authorities in this regard.
- BDC/BF shall specifically agree that their field staff to maintain all records, accounts including registers / documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents etc.
- BDC/BF shall ensure that their field staff and /or its employees or any other person engaged by them shall not comingle or misappropriate the funds in any manner. The BDC/BF shall indemnify the Bank in this regard to the full extent.
- BDC/BF on behalf of their field staff/centre shall specifically agree that the Bank shall be entitled to inspect and audit the records maintained by their field centres through its officers/employees or agents / auditors as may be decided by the Bank at its sole discretion and BDC/BF ensures and hereby undertakes that their field centres to promptly produce all records and information for the purposes of inspection and audit. Their field centres shall provide access, to the Officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of any audit report, review reports and findings made on their field centres in connection with the services performed by their field centres for the Bank through their respective BDC/BF.
- BDC/BF on behalf of their Field centres shall specifically agree that the Bank shall have full right to monitor and assess the performance of services by BDC/BF and their field centres and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the Bank shall instruct the BDC/BF in writing and BDC/BF shall agree to rectify the deficiencies or to ensure compliance of the instructions of the Bank.

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b) **Technical Terms and Conditions:**

- BDC/BF shall ensure that the catchment area shall be located within the Geographical area allotted to them and shall be in conformity with Sub Service Area approaches of Bank as per guidelines issued by Bank as well as Non Sub Service Area approach of Bank. All field centres locations shall be in a prominent/ approachable place as defined by Bank and acceptable to Bank.
- Bidder shall prepare and have in place / produce a `Business Continuity and Recovery Plan' for the purposes of ensuring continued rendering of services undertaken by the BDC/BF to the Bank simultaneously with the execution of the agreement or latest within one month from the date of execution of the agreement. BDC/BF shall agree to make necessary changes to the Business Continuity Plan or Contingency Plan as per instructions / directions given by the Bank after examination of the plan submitted by the BDC/BF. BDC/BF shall also test the Business Continuity and Recovery Plan periodically.
- The bidder must have software and devices for maintaining and operating SHGs/JLGs operations, books of account, financial transaction and other ancillary activities.
- All the operations must be channelized through PoS devices of the BDC/BF.
- All the patches/ fixes/ updates, version upgrades of all the software components released by the OEM during the contract period should be provided. The Bidder should ensure implementation of all the patches/ fixes/updates and version upgrades in the production environment to the latest version during the contract period, without any additional cost to Bank.
- Bidder to ensure security is included in the design such as encrypt all communications (using https or transport layer security), authenticate all access requests, no hard coded certificates, passwords or any form of secrets within the code, define the Use of DevSecOps tools to scan code as it is developed.
- All applicable API security controls should be in place as per the industry best practices such as OWASP.
- Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

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c) Operational Terms and Conditions:

- The Bidder appreciates and fully understands that the services of its employees are not exclusive to the Bank and that it will stipulate the freedom and non-exclusivity of the services of the persons employed/engaged/assigned in their respective contract of appointment, a copy of which will be furnished to the Bank.
- Bidder shall act prudently in accordance with the terms of Agreement with Bank and shall exercise all due diligence in carrying out its duties and obligations under Agreement. The BDC/BF shall agree that they will preserve the documents and data in accordance with the legal/regulatory obligation of the Bank in this regard.
- Bidder agrees that they shall always have commitment for social action and capacity building, which shall be non-discriminative, secular, non-exploitative and transparent.
- BDC/BF shall not adopt any restrictive practice such as offering savings or remittance functions only to its own customers and forced bundling of services offered by the BDC/BF.

d) Legal Terms and Conditions:

- The contract/agreement with Bidder on selection as BDC/BF shall be on a principal-to-principal basis and on a non-exclusive basis and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal Agent relationship having regard to the nature of the transactions or by implication.

- Bidder shall perform its obligations as BDC/BF as an independent party. Neither the Agreement with Bank nor the Bidder's performance of obligations under the Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, principal employer-contractor, master and servant, or employer and employee, between the Bank and the Bidder as BDC/BF or its employees, its Sub Agents, or/and their Field centres.
- The BDC/BF shall employ his/her/its/their own workers for providing services after agreement with Bank. The employees of BDC/BF or their agents will be under the total control, both administrative and supervisory, of the BDC/BF.
- The Bidder as BDC/BF can have similar arrangements with other banks through the same employees at the point of customer interface if the technology available with such other banks, who have also appointed the Bidder to render services like all or any of the services provided as per agreement with Bank.

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- Support interoperability, the transactions and authentications of such retail outlets or sub-agents of the Bidder as BDC/BF are carried out on-line.
- Neither Bidder as BDC/BF nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- In the event any legal proceedings initiated by the employees, staff, agents of the Bidder as BDC/BF against the Bank or the Bank shall be made a party in any proceedings, the Bidder as BDC/BF shall implead itself as a party therein and ensure that the claim/case against the Bank is defended/extinguished/ dismissed immediately. All costs and expenses in this regard including Attorney's fees shall be borne by the Bidder as BDC/BF. The Bidder as BDC/BF shall indemnify and keep indemnified the Bank or its officers, directors or employees in this regard to the full extent.
- The Bidder as BDC/BF shall verify the antecedents of the personnel it desires to engage for provision of the Services and shall ensure that it does not engage or continue to engage any person with a criminal record / conviction and shall bar any such person from participating directly or indirectly in the provision of Services.

7. Compliance of Laws:

a) Bidder shall be responsible as BDC/BF to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by BDC/BF as per agreement with Bank.

b) Bidder as BDC/BF shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this agreement.

c) Bidder as BDC/BF shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives, and Sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Insurance and Bonus or other benefits to which they may be entitled, and the Bank shall have no liability in this regard.

d) The Bidder shall on demand by the Bank, produce any document in proof of statutory payment payable by the BDC/BF in compliance of the provision of any labour or other statute, and supply copies of the same as may be required by the Bank.

e) Bidder as BDC/BF shall represent and warrant that it shall have full authority to enter Agreement with Bank and render the services as envisaged as per agreement and all Corporate or other necessary approvals have been obtained for entering Agreement with the Bank. Further, the persons who shall execute agreement on behalf of the Bidder as BDC/BF shall have full authority and power to execute agreement and bind BDC/BF.

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f) Bidder as BDC/BF shall not violate any proprietary and intellectual property rights of Bank and / or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright, and any other proprietary rights.

8. Fees, Taxes, Duties & Payments and Penalty:

a) Bidder as BDC/BF shall be paid fees and commission in the manner detailed in Pricing of Services offered to Bank as per **Annexure-V** of this RFP subject to deduction of TDS thereon wherever required under the provisions of the Income Tax Act, etc. by the Bank. TDS responsibility of field centres shall be on BDC/BF for which Bank shall not be liable.

b) All other taxes excluding GST, duties and other charges which may levied shall be borne by the Bidder as BDC/BF and the Bank shall not be liable for the same. No costs / expenses shall be payable/ reimbursed by the Bank against conveyance, traveling expenses, boarding, lodging, out of pocket expenses, liaising etc.

c) The Bidder as BDC/BF shall not demand, collect/recover any commission/service charges or other monies from the Customers, directly for the services rendered by them.

d) All expenses, stamp duty and other charges expenses in connection with execution of agreement with Bank shall be borne by Bidder as BDC/BF.

e) In case of customer complaints, deficiency in service on the part of Bidder as BDC/BF etc., the Bank shall be within its rights to withhold or demand return of the fees, commission paid.

9. General Indemnity and Liability:

a) Bidder as BDC/BF shall agree and keep the Bank or its officers, directors or employees indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in services rendered by Bidder or any acts of commission / omission on the part of employees, agents, representatives, or Sub-Contractors of Bidder or their staffs. Bidder as BDC/BF shall agree to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Bidder as BDC/BF.

b) Bidder as BDC/BF shall be liable under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents, representatives and/or sub-contractors) in the performance of the Services under this 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.

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10. Governing Laws & Jurisdiction:

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

b) The parties agree to submit to the jurisdiction of the appropriate court in Chennai, Tamil Nadu in connection with any dispute between the parties under the agreement. (Mediation & Arbitration can be considered as an alternative to Court remedies)

c) All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement or in discharge of any obligation arising out of the Agreement shall be settled amicably. If the parties are not able to solve them amicably, either party (the Bank or BDC) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. BDC shall continue to work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Chennai (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.

d) GST and other taxes compliance shall be done by the Bidders. In all payments BDC/BF shall bear the GST and other tax cost.

e) "The appointment cannot be transferred or assigned by the Bidder without the prior written approval of the Indian Bank." Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/her relationship with the Bank.

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11. Period of Validity of Bids

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. Bank may seek extension of bid validity period, if required. A bid with any condition will be summarily rejected.

12. Payment Terms:

a) Consequent upon its selection, the successful bidder along with the acceptance letter shall submit the details of the Bank Account (Account Number, Name of the Bank where account is maintained, IFSC Code etc., as required for electronic mode of payment) authenticated by the authorized signatory. Any change in the above, should immediately be intimated to the Bank, duly authenticated by the authorized Signatory of the successful bidder.

b) For all the services mentioned in scope of work, extended by the Business Development Correspondent / Business Facilitator (BDC/BF), service charges shall be paid at quoted rate by the bidder in the Part II - Commercial Bid after acceptance of the same by the Bank. In case of any overdue/default, the amount will be made up by appropriating from service charges payable to BDC/BF.

c) All payments made by Bank to the Business Development Correspondent / Business Facilitator (BDC/BF) shall be subject to TDS as applicable

d) The Business Development Correspondent / Business Facilitator (BDC/BF) shall not be entitled to claim any other amount by way of reimbursement remuneration honorarium allowances or otherwise or benefits of any other type whatsoever.

e) Further, no fee shall be collected directly by the Business Development Correspondents from the sponsored SHGs/JLGs.

13. Bank's right to accept or reject any bid or all bids:

f) The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.

g) Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

14. Limitation of Liability

BDC/BF/Service provider's aggregate liability under the contract shall be limited to a maximum of the advance outstanding to SHGs/JLGs sponsored/Nurtured by them. This limit shall not apply to third party claims for

a) Infringement of any Intellectual property right.

b) Bodily injury (including Death) and damage to real property and tangible property caused by BDC/BF/Service provider's gross negligence.

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15. Settlement of Disputes

a) If any dispute or difference of any kind whatsoever shall arise between the Bank and the BDC/BF in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

b) If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the BDC/BF may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

d) Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

e) The dispute resolution mechanism to be applied shall be as follows:

- In case of dispute or difference arising between the Bank and the Service Provider (BDC/BF) relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Service Provider; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- Notwithstanding any reference to arbitration herein,

INDIAN BANK C.O. CHENNAI 600 014. RURAL BANKING DEPT.

- The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- The Bank shall pay the Service Provider any monies due to the Service Provider.
- Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

16. Exit Requirements:

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the BDC/BF shall render all reasonable assistance and help to the Bank and to any BDC/BF engaged by the Bank, for the smooth switch over and continuity of the Services. BDC/BF shall continue to discharge main duties in terms of the contract until the entire outstanding amount is recovered.

17. Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the BDC/BF, may terminate this Contract in a whole or in part:

a. If the successful bidder fails to deliver any or all of the Services within the period(s) specified in the Contract

b. If the successful bidder fails to perform any other obligation(s) under the Contract.

c. If the successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public 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 a 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.

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18. Force Majeure

Notwithstanding anything contained herein, neither party shall be liable for its delay in performance or failure to perform its obligations under the contract in the result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event beyond the control of the parties. Such events may include, but are not restricted to, acts of God, wars or revolutions earthquakes, fires, floods or similar natural calamities, epidemic or pandemic or public health emergency, quarantine restrictions, and freight embargoes or acts / actions of Central / State Government or any other circumstances beyond the party's control.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

19. Confidentiality

The BDC/BF will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract, also bidder / their employee shall not divulge any data / information.**

The BDC/BF will have to enter into a Non-Disclosure agreement (**Annexure-XIII**) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The selected bidder and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating

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to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

The selected Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

20. Negligence

In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

21. Assignment

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the BDC/BF under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

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H. Instructions to Bidders for e-Tendering

1. **GENERALINSTRUCTIONS:**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

A. RULES FOR WEB PORTAL ACCESS

a) Bidder should be in possession of Digital Certificate in the name of Trust/NGO/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the Trust/NGO for the same to the e-tendering BDC/BF. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.

b) e-tendering will be conducted on a specific web portal website - https://tenderwizard.com/indianbank meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.

c) Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.

d) In the event of failure of their power or internet connectivity (due to any reason whatsoever it may be), either the service provider or Bank is not responsible.

e) In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.

f) However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

g) Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.

h) On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.

i) Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.

j) Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.

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B. REGISTRATION

a) To use the Bank's e-tendering Portal (www.tenderwizard.com/indianbank), bidder needs to register on the e-tendering portal. The bidder should visit the home page of the portal and to the Portal Enrolment for new bidder link.

b) The following steps are to be followed during the registration process
- Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e-tendering portal https://tenderwizard.com/indianbank.
- Upload the scan copy of the PAN Card and GST Registration certificate
- Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- After verification by department/service provider, the id will be activated.
- At the first login, DSC details will be automatically captured by the system.

c) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

d) Support/Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details
M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwara Nagar, Bangalore - 560 079.
Support Contact No. 080-40482100, 9943277499, 89519 44383
Support Email: gunaseelan.m@antaressystems.com

2. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

a. Eligibility Criteria, along with all supporting documents required.
b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
c. All supporting documents and product literature in support of Technical specifications.
d. Relevant brochures.
e. Compliance to Technical Specifications as per Technical Bid.
f. Any other information sought by the Bank with relevant to this tender.
g. Integrity Pact

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h. Relevant Documents such as (Company Profile, Audited Balance Sheet for last five years, PAN CARD and GST Registration Details, Resolution for bidding etc.)

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of each document shall not exceed 10 MB. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

3. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

4. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit thee-tendering portal (https://tenderwizard.com/indianbank), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for bidders must be assiduously adhered to

a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.

b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal

c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal

d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

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Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.

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Annexure - I

BIDDER'S SPECIFICATION

Sl. No.	Particulars	Details of Specifications
1.	Name of the Entity	
2.	Constitution	
3.	Date of Incorporation	
4.	Commencement of Business	
5.	Business Address (es)	Registered Address: Corporate Address:
6.	Name of the Key Person (s) Designation Mobile No./Office Nos. E-Mail:	
7.	Single Point of Contact (SPOC) for RFP Mobile No. E-Mail:	
8.	List of Empanelled Staffs with location deployed	
9.	No. of field staff engaged (Bank Wise Details)	
10.	List of Operational District with exposure of SHGs/JLGs sponsored in Karnataka State	

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11.	Brief Details of Financials	

Year/ Particulars	18-19 (Audited)	19-20 (Audited)	20-21 (Audited)	21-22 (Audited)	22-23 (Audited)
Net Worth					
Turnover					
Commission from Banks					
Net Profit/Loss					

12.	Work Experience	
13.	Operational Data	Annexure-II

Place:
Date:

Signature:
Seal of Organization/Entity

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Annexure –II

Operational Data

		Past Five years				
	Year Ending	**2019**	**2020**	**2021**	**2022**	**2023**
I	**Geographical Data**					
	a) No. of states covered					
	b) No. of districts covered					
	c) No. of Villages covered					
II	**Organizational Details**					
	a) No. of centers					
	b) No. of branches					
	c) No. of staff					
	d) No. of which field staff					
	e) No. of Managerial staff					
III	**Client Details**					
	a) No. of groups					
	b) No. of members					
	c) No. of borrowing groups					
	d) No. of borrowing members					
IV	**SHGs/ JLGs Portfolio Details (Sponsored By the Bidder)**					
	a) No. of loans sponsored during the year					
	b) Amt. of loans disbursed by Banks and FI during the year					
	c) Principal due during the year					
	d) Principal recovered during the year					
	e) Principal overdue (Age-wise)					
	i) Upto90days					
	ii) Above 90 -<180 year					
	iii) Above180-<1year					
	iv) Above1 year					
	f) NPA					
	g) No. of loans outstanding at the end of the year					
	h) Amt. Outstanding at the end of the year					

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Annexure -III

BID FORM

(Bidders are required to furnish the Form of Bid on letterhead)

Date: _____

To

The Asst. General Manager
Rural Banking Department
Indian Bank,
Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah
Chennai- 600014, India

Dear Sir,

Sub: Request for Proposal for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State

Ref: RFP No. CO/RBD/BDC RFP/1/2023-24 dated 01.07.2023

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to engage as Business Development Correspondent / Business Facilitator (BDC/BF) for providing Credit Support and Recovery in SHGs and JLGs in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required. Until a formal agreement is prepared and executed, this bid, together with your notification of award, shall constitute a binding agreement between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

INDIAN BANK C.O. CHENNAI 600 014. RURAL BANKING DEPT.

Dated this .....day of 2023

Signature

.....
.....

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

.....
.....

Mobile:

Email

INDIAN BANK C.O. CHENNAI 600 014 RURAL BANKING DEPT

Annexure-IV

Date: __/__/____

(On Bidder's Letter Head)

PART I – Technical Bid& Functional Specifications

The Asst. General Manager
CO: Rural Banking Department
Indian Bank
254-260 Avvai Shanmugam Salai
Royapettah
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State

Ref: Your RFP No. CO/RBD/BDC RFP/1/2023-24 dated 01.07.2023

******

Referring to your above RFP, we submit the compliance details of the specifications given below:

Technical Specifications

S.No.	Technical Specification	Complied (Yes/No)
a)	The bidder must have software for maintaining and operating SHGs/JLGs operations, books of account, financial transaction and other ancillary activities.	
b)	Bank is currently having Internal API Gateway (CP4I) for integrating internal systems using standard REST APIs and External API Gateway for integrating external API (REST, SOAP & XML). The Successful bidder has to deploy a REST API-based solution for integrating internal and external systems. In future, if there is any upgrade in API Gateway or API versions successful bidder has to integrate without any additional cost.	
c)	Bidder to ensure security is included in the design such as encrypt all communications (using https or transport layer security), authenticate all access requests, no hard coded certificates, passwords or any form of secrets within the code, define the Use of DevSecOps tools to scan code as it is developed.	
d)	Bidder to ensure security is included in the design such as encrypt all communications (using https or transport layer security), authenticate all access requests, no hard coded certificates, passwords or any form of secrets within the	

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	code, and supply of DevSecOps Enterprise tools to scan code as it is developed.	
e)	All applicable API security controls should be in place as per the industry best practices such as OWASP.	
f)	a) Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank	

Functional specifications

Sl.	Components	Required	Complied(Yes/No)
1	Minimum Experience to the Trust/NGO	5 years	
2	NPA Position of their sponsored SHGs/JLGs	Less than 2%	

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document.
We agree for the time frame for completion of activities as per your above bid.
We agree to the terms of payment mentioned in your bid.
We submit that we shall abide by your terms and conditions governing the quotation.
We submit that the details given above are true to the best of our knowledge.
We agree for technical evaluation cum presentation and demo.

Office Seal
Place:
Date:
Mobile No:
Business Address:
Telephone No. E-mail ID:

Designation:

For (Authorised Signatory)
Name:

INDIAN BANK C.O. CHENNAI 600 014 RURAL BANKING DEPT.

Annexure-V

Date: __/__/____

(On Bidder's Letter Head)

PART - II - Commercial Bid (To be submitted along with Part I)

The Asst. General Manager
Rural Banking Department
Indian Bank,
Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah
Chennai- 600014

Dear Sirs,

Sub: Request for Proposal for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State.

Ref: 1. Your RFP No. RFP No. RBD/BDC RFP/1/2023-24 dated 01.07.2023

Further to the commercial specifications (Part I) in the referred RFP, we submit hereunder the proposal as per the specifications given in Part-II.

S.No.	Particulars	Price quoted by the bidder
1.	One time promotional charges for introduction and credit linkage of new SHGs / JLGs.	
2.	For providing Credit Support and Recovery in for SHGs and JLGs	

1. Price shall be quoted in absolute rupees including GST.
2. Price quoted shall be in terms of percentage of the interest charged (monthly or annually) in the SHGs / JLGs advances sponsored by the BDC/BF.

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

For (Authorised Signatory)

Office Seal
Place: Name:
Date: Designation:
Mobile No:
Business Address:
Telephone No: E-mail ID:

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Annexure-VI

SELF DECLARATION - BLACKLISTING

(Bidders are required to furnish the Form of Bid on letterhead)

The Asst. General Manager
Rural Banking Department
Indian Bank,
Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah
Chennai- 600014, India

Dear Sir,

Sub: Request for Proposal for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State

Ref: Your RFP No. CO/RBD/BDC RFP/1/2023-24 dated 01.07.2023

We hereby certify that; we have not been blacklisted by any Government Dept. / PSU / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:

INDIAN BANK C.O. CHENNAI 600 014. RURAL BANKING DEPT.

Annexure -VII

LETTER OF AUTHORITY WITH BOARD RESOLUTION
(Copy of Board Resolution to be submitted)

Date:

The Asst. General Manager
Rural Banking Department
Indian Bank,
Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah
Chennai- 600014, India

Dear Sir,

We _____ (Name of the Entity) have submitted our bid for participating in Bank's RFP No._____dated_____ for Selection of Entities for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State.

We also confirm having read and understood the terms of RFP.
As per terms of RFP and Business Rules, we nominate Sh._____, designated as _____ of our company / NGO/ Trust to participate in the bid.
We, hereby confirm that we will honor the offer placed by Sh._____ on behalf of the Organization, as he is the authorized person given mandate to sign the RFP documents on behalf of the company as per Board Resolution dated_____.
If the company fails to honor the offer paced by above authorized person, Bank is entitled to demand and recover the damages. We agree and understand that the Bank may also debar us from participating in future tenders for any such failure on our part.

Signature of Competent Authority with Organization

Seal_____
Name of the Competent Authority_____
Company / Organization_____
Designation_____
Name of the Authorised Person_____
Designation_____
Signature of Authorised Person_____
Verified the Signature of Authorised Person by Competent Authority

INDIAN BANK C.O. CHENNAI 600 014. RURAL BANKING DEPT.

ANNEXURE -VIII

KNOW YOUR EMPLOYEE (KYE) UNDERTAKING

(Undertaking to be given on Letter Head)

Date:

The Asst. General Manager
Rural Banking Department
Indian Bank,
Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah
Chennai- 600014, India

We_____(name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

We undertake and agree to save defend and keep harmless and indemnified the Bank (its employees, personnel, officers, directors, representatives-hereinafter collectively referred to as "Personnel") against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc.) to Bank before deploying officials/supervisors/ locations for (Name of the RFP).

Dated this ..... day of 20

Place:

Signature

Name of the Authorized Signatory

Designation

Organization Seal

INDIAN BANK C.O. CHENNAI 600 014. RURAL BANKING DEPT.

ANNEXURE -IX

GENERAL UNDERTAKING BY BIDDER

The Asst. General Manager
Rural Banking Department
Indian Bank,
Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah
Chennai- 600014, India

Sub: Request for Proposal for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State

Having examined the RFP Ref No..... **dated** ..... including all Annexures, Appendices the receipt of which is hereby duly acknowledged, we the undersigned, offer for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State as detailed in your above-mentioned RFP.

If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bids together with your written acceptance thereof shall constitute as a binding contract between us.

We undertake, if our bid is accepted, to act as Business Development Correspondent / Business Facilitator (BDC/BF) for the banks and confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as per **Annexure XVII-Check List.** If agreement to be executed, we agree to execute as per the Model Agreement given in **Annexure XVI.** The above referred RFP and shall discharge our duties as BDC/BF.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988" and /or other applicable laws for the time being in force in India.

We understand that the Bank is not bound to accept THE OFFER EITHER IN PART OR FULL AND THAT Bank has right to reject the offer in full or part without assigning any reasons whatsoever.

Dated this day of 20____.

(Signature)
Duly authorized to sign bid for and on behalf of
(Name & Address of Bidder)

INDIAN BANK C.O. CHENNAI 600 014. RURAL BANKING DEPT.

ANNEXURE -X

ELIGIBILITY CRITERIA & COMPLIANCE

S. No.	Criteria	Compliance (Yes/NO)	Document(s) Required
1.	The Bidder who will be participating in the RFP for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State shall have the following Eligibility Criteria: • The Bidder should be a Company/Firm/Trust/NGO and registered under Societies/Trust Acts and/or Section 25 of Companies Act. • The Bidder should have experience of minimum five years. • The Bidder should have NPA less than 2 % under their sponsored SHGs/JLGs. • The Bidder should not have been blacklisted by any Government Department / PSU / Banks currently • The bidder must have software for maintaining and operating SHGs/JLGs operations, books of account, financial transaction and other ancillary activities.		✓ Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company or ✓ Certificate of Incorporation in case of Private Ltd. Company, issued by Registrar of Companies or ✓ Trust/Society Deed, Registration Certificate, By-Law And/or ✓ Any other relevant documents deemed fit for a legal entity Proof ✓ Audited Financial Statement/Annual Report for last five years as mentioned in the **Annexure I.** ✓ Suitable documentary proof acceptable to the bank for having experience of five years in the field. ✓ Banks certificate for having NPA less than 2 % under their sponsored SHGs/JLGs (Minimum One Certificate from a Public Sector Bank). ✓ Self-Declaration is to be submitted for not having blacklisted as per annexure VI. ✓ Specification documents of the software and related APIs to be enclosed.
2.	The Bidder should have adequate organizational strength to undertake and service large area (Karnataka State) and staff engaged by them should have sufficient		✓ A Brief Profile of the Bidder with No. of field staff in detail District Wise for other banks/our bank with area of expertise on their letter head and Operational Data as per Annexure - II

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	knowledge to handle the technology/MICRO ATMs/Tablets/ Mobile Devices /enrolment devices.		
3.	Bidder must sign the Integrity Pact (IP) as per Annexure-XII		✓ IP as per format.

Note: Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer. Copies of relevant documents / certificates signed by the authorized person should be submitted online as proof of support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

Place:
Date:

Signature:
SEAL of the Organization/Entity

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ANNEXURE - XI

ACCEPTANCE OF SCOPE OF WORK

Sl. No.	Criteria	Compliance (Yes/NO)
1	Bidders shall Organize people, (usually) women, to form groups and train them on the SHG/JLG group concepts and train the leaders as well as other members on the group dynamics of SHG/JLG	
2	Impart financial discipline among group members by encouraging regular savings and facilitating on time repayments for their internal lending and to external agencies, Impart leadership qualities among the members and train groups in accounting and book keeping and ensure proper maintaining of books by them.	
3	Collection of KYC documents like Aadhar and other documents, opening of savings bank accounts after submission of documents in Bank branch, preliminary processing and verification of data of primary data by conducting monthly/weekly meetings of SHG group members.	
4	Grading of SHGs to ascertain whether SHGs are eligible for loans, Processing and submission of loan applications along with required documents. Help in documentation and disbursement of loan strictly as per Bank's instructions.	
5	Post-sanction follow-up and monitoring of advances / loans granted by the bank. Follow-up and recovery of loans as per EMI/ repayment programme. Any other services as required by the bank.	
6	To complete all the above formalities, they have to develop a specific Digital platform/ Android Mobile-based App. The data furnished in the App should be verified at different levels for its correctness/authenticity as per bank's eligibility norms. Loan applications to be submitted to the branches for sanction of SHG loans only after proper scrutiny.	
7	The Scope of Work signed in each page by Authorized Signatory.	

Note: Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates signed by the authorized person should be submitted as proof of support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

Place:
Date:

Signature:
SEAL of the Organization/Entity

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Annexure-XII

PRE-CONTRACTINTEGRITY PACT

Between

Indian Bank hereinafter referred to as "The Bank'' and

..... Hereinafter referred to as "The Bidder/Contractor"

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for appointing Trust/NGOs/Business Development Companies as Business Development Correspondent / Business Facilitator (BDC/BF) for expanding credit to SHGs/JLGs for Indian Bank in Karnataka state. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

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

Section 1 - Commitments of the Bank:

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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

b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in 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 Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitment of the Bidder(s)/Contractor(s):

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

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

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

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

d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Service Providers'' shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the ''Guidelines on Indian Agents of Foreign Service Providers'' is placed at Annexure.

e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2 of this integrity pact, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

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Section 4- Compensation for Damages:

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 of this integrity pact, the Bank is entitled to demand and recover the damages.
2. If the Bank has terminated the contract according to Section 3 of this integrity pact, or if the Bank is entitled to terminate the contract according to Section 3 this integrity pact, the Bank shall be entitled to demand and recover from the Bidder liquidated damages of the contract value.

Section 5 - Previous Transgression:

1. The Bidders declares that no previous transgressions occurred in the last five years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fir by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 - Equal treatment of all Bidders/Contractors/Sub-Contractors:

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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Section 7 - Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s):

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

Section 8 - Independent External Monitor / Monitors:

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word **'Monitor'** would include both singular and plural.

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Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

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

Section 10 - Examination of Books of Accounts:

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

Section 11 - Other provisions:

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact at .....on .....

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(For & On behalf of the Bank)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place ----------	Place ----------
Date ----------	Date ----------

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Annexure-XIII

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at .....on this the.....day of.....2023 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-60014, hereinafter called the **"BANK"** which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the **"Service Provider"** which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and intends to appoint Trust/NGOs/Business Development Companies as Business Development Correspondent / Business Facilitator (BDC/BF) for expanding credit to SHGs/JLGs& Recovery for Indian Bank in Karnataka state.

M/s..... Limited has been engaged as Business Development Correspondent / Business Facilitator (BDC/BF) for expanding credit to SHGs/JLGs for Indian Bank in Karnataka state.

The parties have entered into agreement dated _____ for appointment as Business Development Correspondent / Business Facilitator (BDC/BF) for expanding credit to SHGs/JLGs for Indian Bank in Karnataka state "(herein after referred to as "purpose")" and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THERFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information:

"Confidential Information" means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or

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other utility in the business in which disclosing party is engaged. Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information:

a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.

c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the

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Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure

4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

5. Term:

This Agreement shall be effective from the date hereof and shall continue until termination of business relationship between the Parties. Upon expiration or termination as contemplated, herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential for a period of five years after expiry of contract

6. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph

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8. Remedies:

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

9. Entire Agreement, Amendment, Assignment:

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. Governing Law and Jurisdiction:

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai

11. General:

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

12. Indemnity:

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written

For and on behalf of

_____

Name of Authorized signatory:

Designation

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ANNEXURE-XIV

DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

(The bidder should give the following undertaking / certificate on its letterhead)

Date

The Asst. General Manager
Rural Banking Department
Indian Bank,
Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah
Chennai- 600014, India

Dear Sir,

Sub: Request for Proposal for providing Credit Support and Recovery in SHGs and JLGs by way ofBusiness Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State.

Ref:RFP No. CO/RBD/BDC RFP/1/2023-24 Dated 01.07.2023.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that **<< name of the firm>>** is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

Signature of Authorized Official
Name and Designation with Office Seal
Place:
Date:

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ANNEXURE-XV

PRE-BID QUERY FORMAT

Bidders need to provide their queries, if any within the scope of this RFP for appointment as BDC/BF in XL sheet as per the format mentioned below. Bidders are requested to categorize their queries in respect of appropriate heads Viz. Scope of Work, Terms of Work/Contract, Model Agreement, Other Terms and Conditions, etc. Bidders are requested to provide a reference of the page number of this RFP, state the clarification point and the queries/suggestion/deviation that they propose as shown below.

Sl. No.	Section and Clause Reference No.	Page No.	RFP Text	Query Details	Bank Reply/Clarification

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ANNEXURE-XVI

Format of MODEL AGREEMENT /SERVICE LEVEL AGREEMENT

This agreement executed at _____ on the..... day of ..... 20__between Indian Bank, a Public Sector Bank carrying on banking business with its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014, represented by _____, hereinafter called the 'Bank' (which expression shall unless the context otherwise requires, include its successors and assigns) of the first part

And

M/s..... (Name of BDC/BF) incorporated under _____ Act, having its registered office at _____, India (Hereinafter called the 'Business Development Correspondent /Business Facilitator (BDC/BF)' which express shall unless it be repugnant to the subject or context thereof include its successors and permitted assigns of the Second Part

Bank and the Business Development Correspondent / Business Facilitator (BDC/BF) are hereinafter individually called as 'Party' and collectively as Parties'

Whereas Bank is interested in advancing loans and other financial products to such Self Help Groups / Joint Liability Groups and other formal or informal groups in order to meet their credit and other financial requirements.

Whereas Business Development Correspondent / Business Facilitator (BDC/BF) has been formed to address the issue of livelihoods for poor people and is involved in the formation and development of informal groups of people in the Rural and Urban community, who function on a mutual benefit basis to save, invest, lend and borrow monies or take up production and value addition activities for the benefit of the members of the group (hereinafter, such groups are referred to as "Self Help Groups" - SHG or Joint Liability Group - JLG)

Whereas the Business Development Correspondent / Business Facilitator (BDC/BF) is engaged inand shall continue to be engaged in the following activities:

- Organize people, (usually) women, to form groups and train them on the SHG/ group concepts
- Train the leaders and other members on the group dynamics of SHG/JLG
- Impart financial discipline among group members by encouraging regular savings and facilitating on time repayments for their internal lending and to external agencies
- Impart leadership qualities among the members

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- Train groups in accounting and book keeping and ensure proper maintaining of books by them

And whereas the Business Development Correspondent / Business Facilitator (BDC/BF) has represented to Bank that it has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to set up and manage the said Self Help Groups (SHGs)/ Joint Lability Groups (JLGs) within the areas of Karnataka State and other such areas as agreed between the two parties from time to time and as per the list of SHGs submitted by the Business Development Correspondent / Business Facilitator (BDC/BF) from time to time; and to assist in the administrative functioning of the same, and also to assist Bank in verification of the credit applications preferred by the SHGs, JLGs (collectively called henceforth as Clients) and to carry out various other functions as mutually agreed to between the Parties.

And whereas the Bank has floated request for proposal vide RFP No. CO/RBD/BDC RFP/1/2023-24 Date: 01.07.2023 for providing Credit Support and Recovery in SHGs and JLGs by way of Business Development Correspondent / Business Facilitator (BDC/BF) arrangement in the Karnataka State, M/s _____ has been appointed as BDC/BF after completion of the tender process and Bank has agreed to associate with the Business Development Correspondent / Business Facilitator (BDC/BF) for the aforesaid activities.

Now it is hereby agreed to by and between the parties as follows

A. SCOPE OF ACTIVITY AND DUTIES OF THE BUSINESS DEVELOPMENT CORRESPONDENT

1. Business Development Correspondent / Business Facilitator (BDC/BF) will be responsible for aggregating the loan proposals for the clients to be linked to Banks, documentation, disbursing the loans to individual SHG/Group members and ensuring appropriate end use of the loans.
2. Business Development Correspondent / Business Facilitator (BDC/BF) shall not collect service charge in any form from the clients towards meeting the expenses incurred in discharging the duties as outlined under the Scope of Activity and Duties of the Business Development Correspondent / Business Facilitator (BDC/BF) in this agreement.
3. Business Development Correspondent / Business Facilitator (BDC/BF) maintains all socio economic data as required from time to time of each individual member and updates the same at regular intervals. The data shall be provided to the Bank on request.
4. Business Development Correspondent / Business Facilitator (BDC/BF) will aid in rating the individual client before recommending to the Bank on a model designed by the Bank.

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5. The Business Development Correspondent / Business Facilitator (BDC/BF) shall monitor and ensure that the loan / credit facility to the sponsored SHGs/JLGs granted by the Bank has been utilized by the said SHGs/JLGs for the purpose for which the loan / credit facility has been sanctioned.
6. The Business Development Correspondent / Business Facilitator (BDC/BF) shall follow-up for recovery of loans as per EMI/ repayment programme and the BDC shall be responsible for prompt repayment of the loan by the sponsored SHGs/JLGs.
7. The Business Development Correspondent / Business Facilitator (BDC/BF) shall submit reports at periodical intervals as specified by the Bank.
8. The Business Development Correspondent / Business Facilitator (BDC/BF) undertakes to perform any other services as may be required by the bank from time to time.
9. Business Development Correspondent / Business Facilitator (BDC/BF) shall be responsible for maintaining the Management Information Systems (MIS) specially pertaining to loans provided by the Bank and provide the same on monthly basis in prescribed formats to the Bank. The basic details about the members of the groups in terms of Know Your Customer norms of Reserve Bank of India should be made available to the Banks.
10. The Business Development Correspondent / Business Facilitator (BDC/BF) shall engage only individuals with good track record and antecedents as staff for performing the services under this agreement. For the purpose, the Business Development Correspondent / Business Facilitator (BDC/BF) shall take all necessary steps for verifying the antecedents and track record, including obtaining report from Police, if necessary, and shall exercise due diligence.
11. The Business Development Correspondent / Business Facilitator (BDC/BF) agrees that they shall be fully responsible for all acts and omissions of their staff and Business Development Correspondent / Business Facilitator (BDC/BF) shall deal any dispute between the Business Development Correspondent / Business Facilitator (BDC/BF) and their staff without reference to the Bank.
12. The Business Development Correspondent / Business Facilitator (BDC/BF) hereby agrees, confirms and undertakes to do what it can to ensure that the clients covered under this agreement shall access finance only from Banks, provided the terms and conditions are agreeable to the clients
13. The Business Development Correspondent / Business Facilitator (BDC/BF) shall not engage any sub-agents or representatives other than their staff for carrying out the activities as set out under these presents.

B. Scope of Activity and duties of Bank

1. Bank shall assess the functioning of Business Development Correspondent / Business Facilitator (BDC/BF) before actual commencement of the activities agreed

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hereupon and may assess the Business Development Correspondent / Business Facilitator (BDC/BF) midterm, if necessary using its internal tools of assessment.

2. Bank shall receive the applications of clients sponsored by the Business Development Correspondent / Business Facilitator (BDC/BF) and arrange approval internally.
3. Sanction of the loans to clients shall be communicated by Bank to the Business Development Correspondent / Business Facilitator (BDC/BF) indicating the amount of loan sanctioned to client together with terms and conditions of the loan (interest & repayment schedule)
4. Upon receipt of complete documentation from client along with request for disbursement of the loan sanctioned and scrutiny thereof, the Bank shall disburse the loan to the respective client directly or through any other mode as per the mandate of the client.
5. Bank shall accept money relating to the interest and principal due on the loan given to the clients.

C. Remuneration

1. For all the above services extended by the Business Development Correspondent / Business Facilitator (BDC/BF), service charges shall be paid at ____ % p.a. monthly/annually (Including GST) in proportion to the interest charged in SHGs / JLGs. In case of any overdue / default, the amount will be made up by appropriating from service charges payable to BDC/BF.
2. The BDC/BF shall be compensated one time by the Bank with maximum Rs. ____(including GST) per new group credit linked as promotional charges.
3. All payments made by Bank to the Business Development Correspondent / Business Facilitator (BDC/BF) shall be subject to TDS as applicable.
4. The Business Development Correspondent / Business Facilitator (BDC/BF) shall not be entitled to claim any other amount by way of reimbursement remuneration honorarium allowances or otherwise or benefits of any other type whatsoever.
5. Further, no fee shall be collected directly by the Business Development Correspondents from the clients.

D. Inspection

1. Bank shall have continuous monitoring and assessment on the Business Development Correspondent. The performance standards shall be determined by Bank by way of performance plans and monitored periodically. Any instructions/ directions given by Bank in this regard shall be immediately complied with by the Business Development Correspondent.
2. Bank shall have access to all books, records and information maintained by the Business Development Correspondent / Business Facilitator (BDC/BF) relevant to the services being rendered and the Business Development Correspondent /

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Business Facilitator (BDC/BF) undertakes and agrees to provide the same whenever required by Bank.

3. Bank shall have the right to conduct audits on the Business Development Correspondent / Business Facilitator (BDC/BF) whether by its internal or external auditors of by agents appointed to and on its behalf and to obtain copies of any audit or review reports and findings made on the Business Development Correspondent / Business Facilitator (BDC/BF) in conjunction with the services performed for Bank. Similarly, Bank has the right to conduct audits regarding the performance of the staff of the Business Development Correspondent / Business Facilitator (BDC/BF) either through their representative or through any other external agency. In any event, if Bank is of the opinion that the staff deployed is not suitable or the services are not competent, Bank has the right to require the Business Development Correspondent / Business Facilitator (BDC/BF) to forthwith provide suitable replacement of staff at the cost of the Business Development Correspondent / Business Facilitator (BDC/BF) and the Business Development Correspondent / Business Facilitator (BDC/BF) has to comply with the request. The Business Development Correspondent / Business Facilitator (BDC/BF) undertakes to cooperate with Bank for smooth conduct of the audit.
4. The Business Development Correspondent / Business Facilitator (BDC/BF) shall allow Reserve Bank of India or its authorized personnel to have the access to the documents, records of transactions, Bank's documents and other necessary information given to stored and processed by the Business Development Correspondent / Business Facilitator (BDC/BF) within the reasonable time.
5. The Business Development Correspondent / Business Facilitator (BDC/BF) shall make authorized representative available for interaction at the time of conduct of inspection of Bank by internal inspectors/ external inspectors including staff of RBI or person/s empowered by RBI.

E. Confidentiality

1. The Business Development Correspondent / Business Facilitator (BDC/BF) or their staff shall not disclose or divulge at any time to any person, any communication made to them in confidence or otherwise by Bank or by the customer directly or any information directly or indirectly connected with or relating to or in respect of business of Bank gained/ received or acquired in the course of engagement of services.
2. The Business Development Correspondent / Business Facilitator (BDC/BF) undertakes to take utmost care and diligence to hold and keep secure and confidential at all times and avoid publications, dissemination or disclosure to persons other that their authorized personnel as permitted by Bank and to prevent the use of any confidential information relating to organization, structure, procedures, financial details and other matters relating to business affairs of Bank and all documentation, communications and information relating to Bank and

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clients whatsoever written or otherwise provided to them in the course of their service .

3. The Business Development Correspondent / Business Facilitator (BDC/BF) undertakes and agrees to isolate and clearly identify Bank and its clients' information, documents, records and assets to protect the confidentiality of the information. The Business Development Correspondent / Business Facilitator (BDC/BF) shall at all times during the period of engagement will honestly and diligently discharge or fulfil the duties and/or obligations in accordance with the terms and conditions mentioned herein and the rules of business of Bank in force from time to time, keeping highest confidentiality in the matter.
4. Further, the Business Development Correspondent / Business Facilitator (BDC/BF) shall maintain the confidentiality of the information even after the completion or termination of the contract. However, the confidential information shall not include any information that was publicly known and made generally available in the public domain prior to the time of disclosure Becomes publicly known and made generally available Is required to be disclosed by law .In the event that the Business Development Correspondent / Business Facilitator (BDC/BF) is required to disclose confidential information by Law, the Business Development Correspondent / Business Facilitator (BDC/BF) agrees to promptly notify Bank of the existence, terms and circumstances surrounding the requirement .
5. Consult with Bank on the advisability of taking legally available steps to resist or narrow such requirement or to waive compliance, in whole or part and Furnish only that portion of the Confidential Information as is legally required to be furnished/ disclosed. The obligation of the Business Development Correspondent / Business Facilitator (BDC/BF) under this clause shall survive even after expiry of the agreement by efflux of time or termination.

F. Indemnity

The Business Development Correspondent / Business Facilitator (BDC/BF) agrees and undertakes to keep and hold Bank indemnified and harmless from time to time and at all times due to any expenses incurred by Bank for repairing the equipments, if any, that have occurred due to misuse and also against all actions, proceedings, claims, counter claims, suits, liabilities (including statutory liability) penalties, demands charges, costs (including legal costs) and expenses, awards, damages, losses and any other expenses which may be caused to or suffered by or made or taken against Bank arising out of:

1. The breach, default of or non-performance of undertakings, warranties, covenants or obligations under this Agreement by the Business Development Correspondent;
2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Business Development Correspondent;

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3. Any improper or negligent performance, act or omission or misappropriation of funds of the customer and the Bank.
4. Any claim or proceeding brought out by any person against Bank arising out the Confidential Information provided by the Business Development Correspondent / Business Facilitator (BDC/BF) without permission of Bank or breach of confidentiality clause.
5. Any loss to the money of Bank and customer and the equipment, if any, in the custody of the Business Development Correspondent / Business Facilitator (BDC/BF) either by his own act or the act of whatsoever nature of its officers, employees, representatives, third parties, etc.
6. Any claim or proceeding brought out by the customer against Bank due to failure of the Business Development Correspondent / Business Facilitator (BDC/BF) in the discharge of all or any of its duties and obligations;
7. Any claim from third party due to the act of the Business Development Correspondent / Business Facilitator (BDC/BF) beyond the actual authority conferred to them by Bank.

This Agreement shall be effective from the date of execution of this Agreement and shall continue to be in full force and effect for three (3) years from the date of execution hereof with an option for the bank to review every year with its sole discretion for termination or extension until and unless it is terminated as specified herein below. For sake of abundant clarification, the Parties agree that all the Agreements, which are already entered into and which are otherwise valid and effective, shall continue to be in full force and effect notwithstanding the termination of this Agreement and Business Development Correspondent / Business Facilitator (BDC/BF) will continue to discharge their duties as regards the same until recovery by the Bank of all monies payable to the Bank in respect of the financial assistances advanced to the CLIENTS by the Bank pursuant to the term of the said facility Agreements.

If Bank is of the opinion that the service of the Business Development Correspondent / Business Facilitator (BDC/BF) is found to be unsatisfactory for any reason or this is any breach of any term of this agreement by the Business Development Correspondent, Bank will be entitled to terminate this agreement at any time without any prior notice and without assigning any reasons.

Notwithstanding clauses 7.1 and 7.2 of this agreement, Bank may terminate the agreement at any time by giving 90 days' notice in writing to the Business Development Correspondent / Business Facilitator (BDC/BF), without assigning any reasons.

If the Business Development Correspondent / Business Facilitator (BDC/BF) wants to terminate the service then they shall give 90 days prior notice to Bank to terminate the Agreement.

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Such termination shall not be prejudicial to any rights/ liabilities accrued on either of the parties during the period prior to the termination. The Business Development Correspondent / Business Facilitator (BDC/BF) on the termination of the services or on the expiry, return to Bank, against the receipt of Bank all materials such as equipments, forms, books, instructions, records and any other property of Bank in their possession. Bank shall have the right to terminate the agreement under extraordinary circumstances, which in the sole opinion of Bank, make it improbable for Business Development Correspondent / Business Facilitator (BDC/BF) to fulfil its obligations under this agreement and other related deeds and documents, and the decision of Bank shall be final and binding.

Upon the termination or expiration of this Agreement for any reason whatsoever, Business Development Correspondent / Business Facilitator (BDC/BF) shall:

- Immediately cease to use in any manner whatsoever the name of Bank and their corporate logo in any correspondence/ communications.
- Return to Bank or dispose of, or destroy as Bank may direct all the Bank receipts information, documents, literature provided to it pursuant to this Agreement.
- The expiration or termination of this Agreement shall be without prejudice to
- The accrued rights and obligations of the parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

G. Representation and Warranties

Business Development Correspondent / Business Facilitator (BDC/BF) hereby represents and warrants that, as on the date of this Agreement:

1. That it is duly organized, validly existing and in good standing under the laws of India and is duly qualified and in good standing to do business in each jurisdiction in which the character of its properties or the nature of its activities requires such qualifications;
2. That it has full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof;
3. That this Agreement has been duly authorized by all necessary proceedings, has been duly and validly executed and delivered by Business Development Correspondent, and is a legal, valid and binding obligation of Business Development Correspondent, enforceable in accordance with the terms hereof;
4. No consent, approval, authorization, order, registration or qualification of any court or regulatory authority or other governmental body having jurisdiction over Business Development Correspondent / Business Facilitator (BDC/BF), the absence of which would adversely affect the legal and valid execution, delivery and performance by Business Development Correspondent / Business Facilitator (BDC/BF) of this Agreement or the documents and instruments contemplated

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hereby or the taking by Business Development Correspondent of any actions contemplated herein, is required;

5. Neither the execution nor delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfilment of or compliance with the terms and conditions of this Agreement. Conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or government authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which Business Development Correspondent / Business Facilitator (BDC/BF) is now a party, or by which Business Development Correspondent / Business Facilitator (BDC/BF) or any of Business Development Correspondent's property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of Business Development Correspondent's constitutional documents.
6. That Business Development Correspondent / Business Facilitator (BDC/BF) shall not at any time use or attempt to use Bank's name or logo for any purpose including for the purpose of this Agreement, unless specifically authorized by writing by Bank.
7. That the employees or personnel of Business Development Correspondent / Business Facilitator (BDC/BF) during undertaking or discharging any work in terms and conditions of this Agreement, at all times, will conduct themselves within the parameters of laws and shall not commit, abet or permit the commission of any illegal act and in the event or any illegal act being committed or abetted, Business Development Correspondent / Business Facilitator (BDC/BF) shall be liable for all the consequences thereof and Bank shall not be liable either directly or indirectly;
8. That no personnel employed by Business Development Correspondent / Business Facilitator (BDC/BF) commits any misconduct or acts in contravention of any of the provisions of this Agreement or commits or is accused of any fraud or is involved in any criminal or civil case with regard to this Agreement. If any personnel commit any misconduct or is involved in criminal/civil case or is guilty of acting in contravention of any provisions of this Agreement or any law, Business Development Correspondent / Business Facilitator (BDC/BF) shall indemnify and keep Bank indemnified from any loss, cost or damages which Bank may suffer or is likely to suffer as the consequences of any such act of the personnel;
9. That the personnel employed by Business Development Correspondent / Business Facilitator (BDC/BF) shall not have any claim whatsoever against Bank and shall not raise any industrial dispute, either directly or indirectly with or against Bank, in respect of any of the service conditions or otherwise;
10. That in case of death or bodily injury to any personnel appointed by Business Development Correspondent / Business Facilitator (BDC/BF) in the course of performance under this Agreement, Bank shall not be liable or bound to pay any monetary compensation or otherwise be responsible in anyway, whatsoever;

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11. That Business Development Correspondent / Business Facilitator (BDC/BF) shall procure from its employees, involved in the activity covering under this Agreement, for the time being and from such other staff as Bank may require, an undertaking not to disclose any third party any confidential information or knowledge concerning the business of Bank and take such steps at Business Development Correspondent's own expense as Bank may direct in order to enforce or restrain any breach of the terms of any such undertaking;
12. That Business Development Correspondent / Business Facilitator (BDC/BF) and/ or any of its employees shall not use any illegal, unlawful or forceful means in performing its obligations under this Agreement. For any illegal or unlawful means employed by Business Development Correspondent / Business Facilitator (BDC/BF) and/ or any of its employees or any other person, Business Development Correspondent / Business Facilitator (BDC/BF) shall alone be responsible and agrees to indemnify and keep indemnified Bank at all times against any suits, claims, demands, petitions, actions, proceedings etc. filed/ initiated against Bank by any person for any of the aforesaid reasons and against any loss, damage, claims, costs, charges, expenses arising there from;
13. That the executants of this Agreement on behalf of Business Development Correspondent / Business Facilitator (BDC/BF) have been duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with terms herein set out.

H. Jurisdiction:

The jurisdiction for any legal action or arbitration shall be Chennai.

I. Notices:

Unless otherwise provided herein, all notices or communication, under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, five working days after being deposited in the post and if sent by courier, three working days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number)
The address referred to herein above are:
Field General Manager,
Indian Bank,
FGMO Bangalore.
Or such address as may be intimated to in writing by bank from time to time
Or such address may be intimated in writing by the Business Development Correspondent / Business Facilitator (BDC/BF) from time to time

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J. Miscellaneous:

1. The Business Development Correspondent / Business Facilitator (BDC/BF) agrees that in carrying out the outsourcing activities for the Bank, they are only an independent contractor and shall control and direct the performance of their staffs, officers, agents, representatives, sub agent etc. deployed by them subject to the rights of Bank specified herein. Nothing in this agreement shall imply a relationship of employment between Bank and the Business Development Correspondent, their staffs, officers, agents, representatives, sub agent etc.

2. The Business Development Correspondent / Business Facilitator (BDC/BF) shall preserve documents and data in accordance with the legal/ regulatory obligations of Bank.

3. The Business Development Correspondent / Business Facilitator (BDC/BF) shall notify Bank any significant changes in their business continuing plan and any adverse developments that could significantly impact the service provided to the Bank

4. The Business Development Correspondent / Business Facilitator (BDC/BF) shall regularly assess the service provided by them and notify Bank on finding if any that may affect the performance of Business Development Correspondent / Business Facilitator (BDC/BF) and Bank.

5. If any part, or provision of this Agreement not being of a fundamental in nature, is held illegal or unenforceable, the validity or enforceability of the reminder of the Agreement shall not be affected, if such part, term or provision of the Agreement is severable from the rest of the Agreement without altering the essence of the Agreement. If such part, term or provision is not severable, then the whole of the Agreement shall stand terminated, unless the parties thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as, nearly as possible the same effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

6. Bank shall have the right for renegotiation regarding any service provided by the Business Development Correspondent / Business Facilitator (BDC/BF) or any clause or whole of the Agreement and to intervene with appropriate measures to meet its illegal and regulatory obligations.

7. The terms and conditions set forth herein can be modified by mutual consent of the parties in writing.

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8. Disputes or differences arising between the Parties as to the effect, validity or interpretation of this agreement or as to their rights, duties or liabilities, or any such other matter that require to be resolved shall be subject to the following:

   a. All disputes, differences or claims arising out of this Agreement shall be settled by Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory amendments thereof and shall be referred to the sole Arbitration of the Arbitrator appointed by Bank represented by their Managing Director within the clauses, terms and conditions of this agreement. The Award given by the Arbitrator shall be final and binding on the parties to this Agreement.
   b. The place of arbitration shall be Chennai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Chennai. The arbitrage procedure shall be conducted in English Language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law.
   c. Any party desirous of making reference to the Arbitrator shall give 15 days' registered acknowledgment due notice of his intention to do so to the other party to the last known address or the address given by the parties concern under this agreement. The notice sent by the Arbitrator to the parties by registered post, courier or by any other mode as he deems fit is considered sufficient notice on the parties, whether such notice is received by them or not, or is refused, or is returned undelivered.
   d. All costs and incidental expenses in connection with the Arbitration proceedings commencing from the stage of reference to the Arbitrator till the Award is passed or made shall be at the cost of the party in default.
   e. The Arbitrator so appointed shall, after accepting the reference hold such enquiry and adopt such procedures as deemed fit by the Arbitrator. The Arbitrator shall have all the powers under the act including passing of interim order/awards. The Arbitrator is free to exercise all the powers conferred under the Arbitration and Conciliation Act 1996.
   f. The arbitration procedure shall be conducted in the English Language and any award or awards shall be rendered in English. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.
   g. The RFP CO/RBD/BDC RFP/1/2023-24 dated 01.07.2023 floated with terms &conditions forms part of this Service Agreement.

In witness whereof both the parties afore-mentioned have signed this agreement on the date fixed above

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Signature of the Authorized Bank official with Address	Signature of the Business Development Correspondent / Business Facilitator (BDC/BF) with address
Name:	Name:
Signature	Signature
Official Seal	Official Seal
Address: Field General Manager, Indian Bank, FGMO Bangalore	Address:

Signature of the Witnesses

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ANNEXURE-XVII

CHECK LIST OF DOCUMENTS TO BE SUBMITTED ONLINE

Sl. No.	Documents	Provided (Yes/No)
1.	Power of Attorney/ Authorized letter signed by the Competent Authority with the seal of the Bidder's entity in the name of the person signing the tender documents. Power of Attorney should be in Non-Judicial Stamp Paper.	
4.	Pre-Contract Integrity Pact	
5.	Technical and Commercial Bids	
6.	Copy of RFP along with Amendments (if any) signed and stamped	
7.	Check List of Annexure as mentioned below	
8.	Self-Attested Copy of Memorandum & Article of Association/Certificate of Incorporation/Trust Deed/Society By Laws/Other Documents as a proof of constitution/commencement of Business	
9.	ROC Search report by independent Company Secretary as per Board Authorized Agency in case of a Company	
10.	Self-Attested Audited Financial Statements along with Notes on Accounts, Annexure for FY's 2020-21, 2021-22, 2022-23	
12.	Proof of Past Experience- Self-Attested Copy of Work Order / Agreement executed with PSBs / Private Banks / Scheduled Commercial Banks / RRBs along with a Brief write up about Project Experience as per RFP	
13.	Acceptance of Model Agreement signed copy as per format in Section-VIII	

CHECK LIST OF ANNEXURES

Sl.No	List of Annexures	Annexure Number	Yes/No
1.	Bidder Specifications	ANNEXURE -I	
2.	Operational Data	ANNEXURE - II	
3.	Bid Form	ANNEXURE - III	
4.	PART I - Technical Bid& Functional Specifications	ANNEXURE -IV	
5.	PART II - Commercial Bid (To be submitted along with Part I)	ANNEXURE -V	
6.	Self-Declaration by Bidder for having not blacklisted	ANNEXURE -VI	

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7.	Letter of Authority with Board Resolution	ANNEXURE - VII	
8.	Know Your Employee undertaking	ANNEXURE - VIII	
9.	General Undertaking by Bidder	ANNEXURE - IX	
10.	Eligibility Criteria & Compliance	ANNEXURE -X	
11.	Acceptance of Scope of Work	ANNEXURE -XI	
12.	Integrity Pact	ANNEXURE - XII	
13.	Non-Disclosure Agreement	ANNEXURE - XIII	
14.	Declaration on Procurement from a Bidder of a Country which shares a land border with India	ANNEXURE - XIV	
15.	Pre-Bid Query Format	ANNEXURE - XV	
16.	Format of Model Agreement / Service Level Agreement	ANNEXURE - XVI	
17.	Check List of Documents to be submitted online	ANNEXURE - XVII	

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