

Bank of Maharashtra

Request For Proposal (RFP)

FOR

Selection of Service Provider For Business Correspondent

Services Under Financial Inclusion

TENDER REFERENCE # 072017



Head Office, 'LOKMANGAL',
1501, Shivaji nagar Pune-411 005

FINANCIAL INCLUSION PROJECT

Cost of Tender Document: Rs. 25000 /-

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1. TERMS USED

Following terms are used in this document interchangeably to mean:

1.1 “Bank” means Bank of Maharashtra

1.2 “Bid” means the offer made by the bidder in response to this RFP

1.3 “Area of Operation” means geographic area allocated to each Bank Mitra /Business Correspondent Agent (BCA). Sub-Service Area (SSA) will be the unit for operation covering a village or group of contiguous villages. Each BCA will cover all the villages in the Sub-Service Area allotted to that BCA. In respect of urban clusters, details of wards or such other geographical boundary as decided by the Lead Bank/Bank forms the area of Operation.

1.4 “Bidder” means any person/entity who bids for offering services as a Business Correspondent for the Bank pursuant to the terms of this RFP.

1.5 “BC” means Corporate Business Correspondent is an entity who is eligible to act as a business correspondent for the bank under the terms hereof for providing services described in **Annexure-II, Annexure-III**.

1.6. “Bank Mitra /BCA” means Business Correspondent Agent appointed by BC operating in the Customer Service Point (CSP)/Business Correspondent Outlet (BCO) or in an allotted SSA. The general guidelines to be followed by the BC for engaging a Bank Mitra /BCA are mentioned in **Annexure III**.

1.7. Words “Service Provider” and “Bidder” used in this RFP carry the same meaning.

1.8. “Technical Service Provider” (TSP) means any entity with whom the Bank enters into agreement for providing services of Business Correspondent with the Technology solution as described in the Scope of Work’ in this document. The terms BC and TSP are used interchangeably.

1.9. “Services” means the services to be provided by the Service Provider pursuant to the terms of the Service Level Agreement (SLA).

1.10. “Customer Service Point (CSP) or Business Correspondent Outlet (BCO)” are the terms used interchangeably and mean the outlet of the Service Provider which will be providing Banking and financial services.

1.11. “Bank Mitra” and BCA used in this RFP carry the same meaning and are terms used interchangeably.

1.12. “Service Level Agreement” means the agreement to be executed between the Bank and the Service Provider containing the terms and conditions on which the Services will be provided.

1.13. “Financial Services” means enrolment for opening of BSBD Accounts, loan accounts, FD, RD, KCC, GCC etc., and various transactions/operations through them, remittances,

extending services like Micro Pensions, Micro Insurance, Mutual Funds, etc.

1.14. "FI / FI Implementation" means extending financial services through branchless banking through Business Correspondent module, including extending services under 'Electronic Benefit Transfer (EBT)' and / or 'Direct Benefit Transfer (DBT)', etc using relevant technology.

1.15. "Eligibility Criteria" means the criteria required to be satisfied by the Bidder in order to be engaged as a Service Provider and as per guidelines of RBI and more particularly described to in this RFP.

1.17. "Hand Held Devices or Front end Devices or Field devices mean Micro-ATMs or Hand Held Machines, Mobile Handsets / Mobile Devices / Tablets /Laptop coupled with accessories like Finger print / IRIS scanner, PIN pad and receipt printer or any other peripherals that are required for carrying out transactions both in Online/Offline manner.

1.18. "FI Server or Intermediary Server" means TSP server with essential hardware and fully parameterized software module to control, drive Field devices, act as router, facilitate conducting various FI Services after seeking authentication from Remote server / Bank's FI Gateway etc.

1.19. "Lead Bank" means the Public Sector Bank which convenes DCC/SLBC meetings in the District / State respectively.

1.20. "NPCI" means National Payment Corporation of India.

1.21. "RBI" means Reserve Bank of India

1.22. "Host" means Bank's Core Banking Solution (CBS) System provided by M/s TCS titled 'B@ncs24'

1.23. "RFP" means this Request for Proposal bearing Bid Reference No.

1.24. "UIDAI" means Unique Identification Authority of India

1.25. "STQC" means Standardization Testing And Quality Certification

1.26. "PCI-DSS" means The Payment Card Industry Data Security Standard (PCI DSS) is a widely accepted set of policies and procedures intended to optimize the security of credit, debit and cash card transactions and protect cardholders against misuse of their personal information.

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. The Bidder or any person acting on behalf of the Bidder should strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidder/s will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the bank In the event that such a circumstance is brought to the notice of the bank. By downloading the document, the interested party is subject to confidentiality clauses.

2. Invitation for Request for Proposal

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from experienced bidders to be engaged as Service Providers for providing services of Business Correspondents in the SSAs/habitations listed in Annexure-1.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs. 25000/- (Rs. Twenty five thousand only) by demand draft /bankers cheque in favor of Bank of Maharashtra and payable at Pune.

Bid Collection and Submission

Tender Reference number	072017
Price of Tender Copy	25,000/-
Date of commencement of sale of tender document	25/10/2017
Last Date of sale of tender document	15/11/2017 up to 13.00 hours
Queries to be mailed by	02/11/2017 up to 17.00 hours
Pre – Bid meeting with bidders	06/11/2017 at 12:00 hours
Last Date and Time for receipts of tender offers	15/11/2017 up to 14.00 hours
Time and Date of Opening of technical bids	15/11/2017 at 16.00 hours
Place of Opening tender offers	Bank of Maharashtra FI, SLBC & AGRI Department Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address of Communication	As above
Earnest Money Deposit	25,00,000/-
Contact Telephone Numbers	Phone : 020 - 25614268, 020 - 25614429,

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should not be mixed with Technical bid. It should be in separate cover to be handed over to the department.

Tender offers will be opened in the presence of the bidder representatives who will choose to attend the opening of tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro-forma for submitting the tender offer are described in the tender document and it's all annexure.

General Manager
FI, SLBC & AGRI

3. Introduction

Bank of Maharashtra is a nationalized bank with a standing of more than 82 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has 1981 branch offices across the length and breadth of the country. In the state of Maharashtra itself it has 1100 + branch offices, the largest network of branches by any Public Sector Bank in a state.

The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like Demat, Lockers and merchant banking etc. All the branches and offices of the Bank are computerized and Core Banking solution has been implemented in all the branches. Core Banking solution has been provided by M/s TCS.

4. Purpose of RFP

Bank intends to extend banking services to the un-banked and under-Banked areas through Financial Inclusion. The Bank desires to implement the project through a proven and upgradeable technology to be managed by a system integrator by providing an end-to-end solution. The Financial Inclusion Solution should be provided using the latest tools of information and communications technology. It shall be based on engaging / managing Business Correspondent for implementation. The Business Correspondents will render services on behalf of the bank, on contract basis, through their outlets through use of Information Technology and Communication Technology. The proposed end-to-end solution shall include technological solution, technical services and facilities management along with other services such as interfacing the solution with Bank's Core Banking Software Solution and developing all required interfaces for managerial requirements.

The Bank invites complete and technically competitive bids from reputed vendors for providing an end-to-end solution for the Financial Inclusion Project on per account / per transaction basis. The project shall include supply, commissioning, installation, up gradation, customization, integration, operations, services, maintenance and management of the entire implementation on turnkey basis through the entire period of contract which will be for a period of 5 years.

The Proposed end-to-end solution shall be compliant with current standards and guidelines issued by Government / RBI / IBA / NPCI / UIDAI / IDRBT authorities and/or other statutory authorities from time to time with regard to FI and shall be capable of upgradation as and when required to meet the statutory and regulatory compliance requirements.

5. Eligibility Criteria:

5.1 Eligibility of the Bidder:-

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl no	Eligibility of the Bidder	Supporting Documents
A) General Criteria		
1.	Bidder shall have to accept all the clauses of Integrity Pact as mentioned in the document in Annexure-J .	Signed integrity pact (as per Annexure-J) should be submitted along with the technical bid on a stamp paper of Rs.500/-
2.	The bidder should be in existence in India for a minimum of 5 years.	Copy of the Certificate of incorporation must be enclosed as documentary proof
3.	The bidder should not have been blacklisted by any Government organization / Banks / Financial Institutions in India.	Self Declaration
B) Financial Criteria		
4.	The bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 having a turnover of minimum of Rs. 25.0 crores per year in last three financial years i.e. 2014-15, 2015-16 and 2016-17. This must be the individual Company's turnover and not that of any group of Companies.	Copy of Balance Sheet must be submitted with the offer in support of turnover.
5.	The bidder should have Positive Net worth during any two of the three previous financial years (2014-15, 2015-16 and 2016-17) from Indian operations.	Copy of audited Balance Sheet and P&L statement for the financial years 2014-15, 2015-16 and 2016-17
C) Experience Criteria		
6.	The Bidder should have implemented Micro ATMs (PoS)/ Mobile/ Tablet/ Laptop Based financial inclusion Solution in at least one Public Sector Banks/Private Sector bank in India satisfactorily for at least last 3 years.	Purchase order copies to be submitted along with bid documents

7.	The bidder should have established and presently running a minimum of 1000 BC outlets through Micro ATMs/Mobile Device/ Tablet / Laptop based outlets in India for extending Banking services for a public sector or private sector bank put together.	Purchase order copies to be submitted along with bid documents.
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BANK reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of BANK in this regard shall be final.

6. Instructions to bidders

6.1 There shall be two stage bidding process.

6.1.1 Technical bids submitted by the bidders shall be evaluated first.

6.1.2 Commercial bids of those bidders who qualify in the technical evaluation process shall be taken up for consideration in the second stage.

6.2 Bid submission

Technical and commercial bid be submitted to the bank as per the schedule as under:

- One Copy of the Technical Bid
- One Copy of the Commercial Bid must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given below, on or before the schedule given above.
- All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial bid must be submitted separately to the Bank.**
- The tender documents should reach the Bank on or before **15.11.2016 up to 14:00 hours.**

Bank's address
The Deputy General Manager FI, SLBC & AGRI Bank of Maharashtra "Lokmangal", 1501, Shivajinagar Pune – 411005 Email: cmfi@mahabank.co.in , pradeep.pisute@mahabank.co.in , vivek.vyavhare@mahabank.co.in

All the envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder

All Annexure and Formats should be stamped and signed by an authorized official of the bidder's company. The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

ENVELOPE-I (Technical bid):

The Technical bid should be complete in all respects and contain all information asked for, **except prices**. The TECHNICAL BID should include all items asked for in Tender reference No 7 & Annexure-II. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that the services asked for are quoted and should give all required information. **A Photo copy of Commercial offer with prices duly masked be submitted along with the Technical Bid.**

ENVELOPE-II (Commercial bid):

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. Commercial bid has to be submitted in the format provided in this RFP document.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

These envelopes containing the Technical bid and Commercial bid should be separately submitted.

6.3 Earnest Money Deposit

Bidders are required to submit along with the offer a Demand Draft/BG (DD valid for three months & Bank Guarantee for six months from the date of RFP) drawn in favor of Bank of Maharashtra and payable at Pune for an amount of **Rs. 25.00 lakh (Rupees Twenty Five Lakh only)** towards Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank of Maharashtra will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee (**Valid for 180 days**) in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public sector banks prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed.

6.4 Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process.

6.5 Non-transferable Tender

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

6.6 Soft Copy of Tender document

The soft copy of the RFP document will be made available on request by bidder. However Bank of Maharashtra shall not be held responsible in any way, for any errors/omissions/mistakes in the soft/downloaded copy. The bidder is advised to check the contents of the soft / downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

The bidders will have to pay the non-refundable fee of Rs. 25,000/- by way of a demand draft / bankers' cheque in favor of Bank of Maharashtra payable at Pune towards cost of RFP before submitting the bid.

6.7 Offer validity Period

The offer should hold good for a period of 180 days from the date of the opening of Commercial bid.

6.8 Address for Communication

Offers should be addressed to the following office at the address given below:

Bank's address
The Deputy General Manager FI, SLBC & AGRI Bank of Maharashtra "Lokmangal", 1501, Shivajinagar Pune – 411005 Email: dgmfislbcb@mahabank.co.in

6.9 Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Conference meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach in writing or by e-mail on or before **02.11.2017 by 17:00 hours** on the address as mentioned above. All the queries of the vendor would be addressed in the scheduled pre-bid meeting only. The clarifications given in the Pre-Bid meeting will be made available to the bidder on Bank's website.

Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting.

6.10 Opening of Offers by Bank of Maharashtra

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. **A copy of the authorization letter should be brought for verification.**

6.11 Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria :

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per "Eligibility Criteria" mentioned in **point no. 5 of the RFP** based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

b) Technical evaluation:

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders who qualify in technical evaluation will only be short listed for commercial evaluation. **If needed Bidders required to arrange for a reference site visit to understand the workflow and features before finalizing the technical feasibility of the proposal.**

c) Commercial evaluation :

Bank of Maharashtra will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per the format given in **ANNEXURE – V**. Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Only the TCO figure arrived by vendor will be read subject to verification after opening of commercial bids.

6.12 Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, Bank of Maharashtra may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

6.13 No Commitment to Accept Lowest or Any Tender

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of purchase. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

6.14 Bank's Right to Accept any bid and to Reject any or All bids.

Bank of Maharashtra reserves the right to accept or reject any bid in part or in full, and to annul the budding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders of the grounds for the Bank's action.

6.15 Contacting the Bank

- 6.15.1** No Bidder shall contact the bank on any matter relating to its bid, from the time of opening of bid to the time the contract is awarded.
- 6.15.2** Any effort by a bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

6.16 Submission of Technical Details

It is mandatory to provide the technical details in the exact format of Technical Details column given in the technical specifications. The offer may not be evaluated by Bank of Maharashtra in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document).

6.17 Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **three parts** – the first part should contain the documents supporting the eligibility of the Bidder to participate in the tendering process as per the eligibility criteria mentioned in the RFP , the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

The suggested format for submission of **Technical bid** is as follows:

1. Index
2. Covering letter. This should be as per **Annexure - VI**.

3. Details of the bidder, as per **Annexure - VII**.
4. Compliance of eligibility criteria along with support documents as per **Point No 5**.
5. Technical bid with Specifications as given in Tender **reference No 7 & Annexure-II, III** complete with all the columns filled in.
6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 8.1 to 8.20.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
8.1	Period of Contract		
8.2	Payment Terms		
8.3	Implementation		
8.4	Right to Audit		
8.5	Service Level Agreement and Non-Disclosure Agreement		
8.6	Liquidated Damages		
8.7	Penalty for Delay		
8.8	Review of Services		
8.9	Penalty for Downtime		
8.10	Performance Bank Guarantee		
8.11	Indemnity		
8.12	Publicity		
8.13	Force Majeure		
8.14	Resolution of Disputes		
8.15	Confidentiality and Security		
8.16	Order Cancellation		
8.17	Termination of Contract		
8.18	Effect of Termination		
8.19	Compliance with Statutory and Regulatory Provisions		
8.20	Adoption of Integrity Pact		

Note: The response to the terms & conditions will be verified based on above table.

7. Technical Bid should not contain any price information.
8. Delivery and Implementation schedule.
9. The bidder should provide as part of the technical bid, the process to be followed and the methodology that will be used for implementation of the project. The technical document must be complete so as to provide comprehensive and total solution.
10. Technical Documentation enlisting the work flow.
11. Software details of the proposed application.
12. Details of Past Experience and installation.
13. Details of support centres.
14. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the Copy of Technical Bid.)
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document.

16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of Commercial Bid duly masking the price column.
18. Signed Integrity pact on 500/- stamp paper as per **Annexure - X**

6.18 Masked Commercial

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices as part of technical bid. This is mandatory. **The bid may be disqualified if it is not submitted.**

6.19 Format for Commercial bid

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial Version of Bill of Materials and Price Schedule (as per **Annexure - V**).
This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for ALL the items mentioned in Annexure - V and also fill up the TCO for L1.

6.20 Erasures or Alterations

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

Bank of Maharashtra may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank of Maharashtra reserves the right for such waivers.

6.21 Location

This tender is being floated by the Head office of Bank of Maharashtra. The service and the facility being procured through this tender shall be implemented by the bidder offered through this RFP to any location of Bank of Maharashtra across the country as per the Sub Service Area identified by the Bank. **Refer Annexure –I List of Sub Service Area.**

6.22 Costs & Currency

The offer must be made in Indian Rupees only.

6.23 Fixed Price

The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies as mentioned above except VAT/Octroi/GST. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

6.24 No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the final selection of L1 vendor would be on the basis of TCO.

6.25 Order Splitting

With a view to reducing the risks of delay in the project implementation, Bank reserves the right to split the order approximately in the ratio of 60:40 between the bidders offering the lowest TCO (L1), L1 will be offered the first lot of not less than 60% of SSAs/ locations and this will be done in phases based on the performance of the successful bidder.

Bank has the discretion to offer rest of the locations allotted to L1 to L2, etc based on the administrative and operational aspects, subject to their agreeing to match the price quoted by L1. Such allocation need not be dependent on the order of price ranking. However, L2 shall have NO right to demand for such allocation of SSAs under this RFP.

If L2 refuses to accept or fails to execute the Bank's offer of SSA allocation in full or part, then Bank at its discretion will allot such locations to other short listed bidders. If no such bidder accepts the location, then L1 has to necessarily accept such locations.

L1 shall not have right to refuse to extend FI services in any SSA/ location allotted by Bank under this RFP.

6.26 Short-listing of Bidders

Bank of Maharashtra will create a short-list of **technically qualifying bidders** and the **Commercial bids of only these bidders will be opened.**

7. Scope of Service

7.1 The Service Provider is required to provide the services, facilities, infrastructure, technology, etc., listed in **Annexure-II (A), II (B), II (C) , III** to bank covering the habitations in Bank's allotted Sub-Service Areas and Urban clusters on PAN India basis, the list of SSA is listed in **Annexure-I**. Also, additional pan India locations, if any will be informed by the Bank in due course.

7.2 The Service Provider will provide an end-to-end solution to the Bank supporting online transactions through Micro ATMs/Mobile Device/ Tablet / Laptop and inter-alia includes that:

- 7.2.1 The solution shall be highly secure, amenable to audit and follow widely accepted open standards to allow inter-operability among different systems adopted by different Banks.
- 7.2.2 The solution shall be compatible and synergize with the FI Gateway/ EFT Switch/ Core Banking Solution of the Bank.
- 7.2.3 The solution shall support financial products such as Savings deposits, fixed deposits, Loan products, Recurring deposits, Micro credits, Micro insurance, Micro mutual fund, Pension, Remittances and other payment instruments and such other products as may be decided by the Bank in due course. The solution shall support authenticating the customer through Biometrics (finger prints/IRIS) or PIN.
- 7.2.4 The solution provided by the TSP/ Service Provider shall have a Key Management System for secure transfer of data/messages across the eco-system with proper encryption.
- 7.2.5 The service provider shall supply, Maintain and Operate Hand Held Devices/ Micro-ATM/ Mobile Devices/ Mobile Sets/Laptops / Tablets etc, supporting Account based transactions, Debit card transactions, AEPS transactions, support equipment and application software that has capability to support Online /Offline transactions & operations at the service delivery points.
- 7.2.6 All hardware, software, consumables, etc., at the service delivery points would be owned by the Service Provider and used exclusively for Bank of Maharashtra's purpose.
- 7.2.7 FI Setup of Service Provider (SP), consisting of both Hardware and Software, must be deployed at Bidders site and is to be replicated simultaneously at Bidder's DR Site as a part of Disaster Management and Business Continuity Plan. The details of DC & DR must be submitted.
- 7.3. The field devices like the Hand Held Devices/ Micro-ATM or Mobile Devices/ Mobile Sets/Laptops / Tablets etc., will be driven by the FI Server of the Service Provider, which in turn is connected to the Bank's FI Gateway. Service Provider to locate their FI server at their Data Centre (Primary/Production Site) and also at DR Site (Secondary Site) at their cost. FI Server of the Service Provider to seek biometric / PIN authentication from Bank's FI Gateway.
- 7.4. The Service Provider shall provide the services through the Bank Mitra/BCA outlets engaged by him. The Bank will prescribe the number of Bank Mitra/ BCA to be engaged in the area of operation. The Bank will have the option of increasing/decreasing the number of BC outlets to the extent of 35% of the quantities mentioned in this RFP. List of additional locations where CSP are to be established will be advised to the selected bidder by the bank separately from time to time, as per the need of the Bank / RBI/IBA/ Govt. guidelines. The bank would further have an option of discontinuing or continuing the BC outlets in areas where Bank of Maharashtra or any other bank opens bank branch during the period of the contract at the sole discretion of the Bank without assigning any reason to service provider. It is essential that BC has the required resources to provide the services detailed in the RFP. New services may be added from time to time as per the instructions of the Bank, without any additional cost to Bank.
- 7.5. Bank reserves the right to add up additional locations where BCAs are to be set up either in Rural / Semi-Urban / Urban locations.
- 7.6. The Service Provider assumes complete responsibility and provides an end-to-end solution for extending FI implementation, consisting of appointment of BCAs and providing Front end

devices/ equipment to Bank Mitra, imparting training, establishing CSPs, customer enrolment including capture of customer photo and biometrics, opening of accounts, FI Server application, conduct customer transactions, seeking authentication from Bank's FI Gateway, cash management for extending FI Services, reconciliation with Bank's Host, MIS, Dash Board and Control reports etc.

7.7. The number of BC outlets to be offered to identified L1 Bidder is at the sole discretion of the Bank. Bank does not guarantee any minimum number of BC outlets and Bank's decision in this regard is final and binding on the Bidders.

7.8. Bank intends to engage One or Two service providers and allocate BC locations to them. The modalities of such allotment are spelt out elsewhere in this document.

7.9. The device used must comply to the requirements of STQC; UIDAI/NPCI specification of Registered Device (RD) and there should be no storage or replay of biometric.

7.10. The biometric information should travel in encrypted mode as per the UIDAI specification.

7.11. The Bidder should provide RD management services. i.e., a) RD Service b) Device discovery c) Key rotation/management.

7.12. Selected bidder to deploy devices certified by UIDAI/STQC for Level-0 and Level-1 Aadhaar Authentication as per latest UIDAI/STQC/RBI guidelines.

7.13. Selected bidder is responsible for deploying qualified personnel as Bank Mitra's/BCA's. Selected BC should fulfil qualification criteria as per the guidelines of Ministry of Finance, IBA, RBI and Bank which may subject to change as per regulatory requirements. **Refer Annexure – XII for details.**

7.14. Selected bidder should ensure completion of certification course by Bank Mitra's/BCA's within 6 months of his appointment/deployment without any cost to the bank and submit a copy of the certificate to bank. The certification should be either from IIBF or any other certification approved by the Bank. **Refer Annexure –XII for details.**

7.15. Selected bidder to maintain Bank Mitra's/BCA's latest profiles centrally and provide access to bank for MIS, Selected bidder is also responsible for all operations performed by Bank Mitra/BCA deployed. **Refer Annexure –XII for details.**

7.16. Banks internal & external auditors will be conducting security drill & VAPT (Vulnerability assessment & penetration testing) for all the systems from time to time, any short coming reported by the auditors during the audit needs to be closed within time stipulated by the Bank for all systems (application/ DB, OS and other middle ware used) deployed by the selected bidder without any cost to bank.

7.17. The selected bidder should agree that necessary upgrade in the system, including hardware and software shall be carried from time to time in order to comply the Statutory / Regulatory & other requirement.

7.18. All the equipment's/ databases/ applications/ systems installed shall be integrated with Security Incident and Event Management (SIEM) of the Bank. In case required, the bidder shall provide required scripts, program to integrate with SIEM. The vendor shall provide all the data/ information through their equipment's/ systems installed, as required by the Bank, so that rules configured under SIEM provide meaningful data.

7.19. The Bidder shall follow information security management system (ISMS) framework of the Bank.

8. Terms and Conditions

8.1 Period of Contract

The period of contract shall be for a period of 5 years. There shall be no increase in the contracted price during the said period of 5 years. Bank shall have the option of terminating the contract during the contract period by giving a 3 months' notice. Renewal of contract after 5 years shall be on mutually agreed terms and conditions.

However in case of noncompliance of terms of contract, bank reserve right to terminate the contract.

8.2 Payment Terms

Bank of Maharashtra will make payment as follows:

8.1.1 There will not be any advance payment. Payment will be on the basis of monthly billing.

8.1.2 Charges for a particular month will be paid in the succeeding month. Amount will be released after deducting penalty, if any as per clause 8.9 of this RFP.

8.1.3 Payment will be made for the enrollments completed in all respects i.e. demographic data, photo and biometrics with CBS account number. Payment for transactions will be done for all the transactions excluding accommodative transactions like Bank Mitra own transactions/other Bank Mitra transactions of our Bank/more than three transactions in same account on a day etc. No payment will be done for balance enquiry, Mini-statement or any other non-financial transactions.

8.1.4 The Service Provider is eligible for charges as per **Annexure-IV & V** and the amount to be shared with the BCA is indicated therein. The amount / percentage of share may be varied based on the Regulatory stipulations.

8.1.5 The Service Provider will be paid charges for customer enrollment as mentioned **Annexure-IV** after the activation of customer account. The date of activation would be the date of first financial transaction.

8.1.6 The Bank Mitra shall not deny opening of account for eligible citizens without bank account in our Bank.

8.1.7 The Service Provider would authorize the bank to credit the amount payable to Bank Mitr /BCAs directly to his/her account through the account of Service Provider.

8.1.8 The Service Provider is eligible for charges as mentioned under **Annexure-IV, V** for various activities as per **tender reference No 7 & Annexure-II, III**. The service Provider should pass on a minimum of 80% of these charges to the BCA. This is in addition to the charges under Clause 8.1.4 above. The percentage may vary based on the regulatory stipulations.

8.1.9 The Service Provider shall be solely liable & responsible for compliance of applicable Labor Laws in respect of its employees, agents and representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.

8.1.10 Service Provider should ensure that there should not be any chain/fake/repetitive transactions by the BCAs, Service Provider should implement sufficient control for the same. In case if Bank finds any breach, bank will be deducting @10% of the monthly invoice value as penalty.

Payment will be released centrally.

8.3 Implementation

The Bidder shall be responsible for implementing the services as per the tender reference No 7 & Annexure-II, III of this RFP and making them **fully operational within 4 weeks of receiving the purchase order**.

8.4 Right to Audit

The Bidder shall permit their Facility Centre where the Servers are hosted and its infrastructure to be audited for quality and information security by Bank's authorized representatives or the agencies duly authorized by the Bank.

8.5 Service Level Agreement and Non-Disclosure Agreement

The successful Bidder shall enter into a Service Level Agreement (SLA) containing terms and conditions laid down in this RFP & Purchase Order and a separate NDA has to be executed with the Bank. The successful bidder has to take NDU (Nondisclosure undertaking) from his Bank Mitr /BCAs etc.

8.6 Liquidated Damages

For any delay in implementation of the project beyond **6 weeks** from the date of acceptance of purchase order issued by the Bank, the Bank reserves the right to charge Liquidate Damage at the rate of 0.5% of the total contract value for the per week delay in implementation, subject to a maximum of 10% of the total contract value and the

amount will be recovered from any other amount due to the Bidder or by invoking the Performance Security.

8.7 Penalty for delay

Without prejudice to the bank's right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the CSP for any reason, beyond 5 (five) working days continuously, a penalty @ Rs.500/- Per Day will be levied for each of the Customer Service Point.

Delay in appointment of BC agent for more than one month for any of allotted SSA will attract penalty of Rs.10,000 per SSA.

8.8 Review of Services

8.8.1 The performance of the Service Provider will be reviewed, CSP wise, by bank and all concerned zonal office every month initially, and thereafter at such intervals as the bank may decide. Zonal Manager of the concerned zone will be the coordinator for these review meetings. Overall performance of the Service Provider will be reviewed by Bank at quarterly intervals and at half yearly intervals after one year. The bank reserves the right to terminate the contract at any point of time if,

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

However, before terminating the contract, the Bank will give a written notice specifying the defects in services to the Service Provider and ask to rectify the defects within a period of 30 days. In case the defects are not rectified, the contract with the Service Provider will be terminated. Further, Bank shall also evaluate the performance of the service provider and if it is found by Bank that the performance is not satisfactory on any point mentioned above, that Bank shall be at liberty to terminate the contract after giving a notice of 30 days.

8.8.2 The Bank shall not be liable for the acts and commission of the BCA engaged by the Service Provider. The Service Provider is responsible for compliance of all applicable laws and regulations in relation to the BCAs engaged by them and the BCAs engaged by the SP shall not be eligible to claim any employment or there to benefits or fees or charges from the Bank. The Service Provider is responsible for all performance of obligations under the agreement and the Bank shall have no obligation towards the BCA engaged by the Service Provider.

8.9 Penalty for Downtime

The successful bidder will be liable for the penalty in case various service levels are not met as defined in below. The absenteeism of the BC shall be counted as the unavailability of handheld device and penalty will be applicable.

This Section describes the service levels that have been established for the Services offered by the successful bidder / Serviced Provider (SP) to the BANK. The successful bidder shall monitor and maintain the stated service levels to provide quality customer service to the BANK.

System availability is defined as:

“The solution is required to be up and running for 99.5% on a monthly basis barring scheduled and mutually agreed downtime for maintenance or other pre-informed purposes. The system availability will be computed as under. The downtime will be calculated based on the time taken to repair & rectify the fault from the time the complaint is lodged till it is resolved / rectified satisfactorily.”

$$\{(Scheduled\ operation\ time - FI\ infrastructure\ downtime)/(scheduled\ operation\ time)\} * 100\%$$

Where:

1. **“FI infrastructure”** means the facility proposed by the Service Provider (SP) to host Financial Inclusion Server system including Transaction Processing System (TPS), Communication link etc. Outage shall commence when each or any one fails.
2. **“Scheduled operation time”** means the scheduled operating hours of the System for the month, which will be worked out based on the expected business for 12 hours per day, All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
3. **“FI infrastructure downtime”** subject to the SLA, means accumulated time during which the FI IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its customers log a call with the SP help desk of the failure or the failure is known to the SP from the availability measurement tools to the time when the System is returned to proper operation satisfactorily.
4. The business hours are 9 AM to 9 PM on any calendar day the Bank’s branch is operational. The SP however recognizes the fact that the Bank may require to access the facility beyond the business hours.

SrNo	Service category	Description of Service Level Requirement	Minimum Service Level	Deviation / Penalty on monthly payments
1	Critical	Uptime of FI server system including Transaction Processing system, communication links etc	99.5 %	>=99.5 – No Penalty <99.5 & >= 97.5 – 0.5% <97.5 & >= 95.5 – 1% <95.5 & >= 93.5 – 2% <93.5 & >= 91.5 – 3% < 91.5 – 5 %
2	Key	BC & Hand Held Device availability: BC is expected to connect & report through the Hand Held device to the central FI system on daily basis. However, if BC is not able to report due to whatsoever reason within 48 Hours (considering working days) the hand held device to be blocked from doing any transactions and penalty would be imposed	a) No reporting beyond 48 hours	Rs.150/- per day per device.
3	Key	Settlement of cash by BC is expected to be done on daily basis; however, due to whatsoever reason if the BC is not able to report within 48 Hours the hand held device should be blocked from doing any transactions and penalty would be imposed.	a) No reporting beyond 48 Hrs	Rs.100/- per day per BC.
4	Important	Resolution of reported issues, defects, bugs, etc at FI Server system The level of importance viz critical, high, medium & low would be as per the bank's requirement.	Critical–Within 48 Hrs High–Within 7 Days Medium–15 Days Low–30 Days	1% of monthly billing

Availability Report will be provided on daily / weekly/ fortnightly/ monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the SP at the end of every month containing the summary of all incidents reported and associated SP performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

During contract period, the penalty would be recovered from the vendor from the monthly charges. If the amount is not sufficient to recover the penalty, the vendor would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the vendor does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

8.10 Performance Bank Guarantee

The successful bidder shall submit performance Bank Guarantee at the time of signing of contract to the tune of 10% of the yearly payout covering the period of contract.

8.11 Indemnity

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or all information that the Bank could be considered as "Confidential Information" or such other statutory infringements in respect of all the hardware/software/network equipment etc. supplied by the bidder.

8.12 Publicity

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

8.13 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall

seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.14 Resolution of Dispute

Bank of Maharashtra and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such informal negotiations, of the bank and the bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

The parties agree that in the event of a continuing dispute between the Parties in connection with this agreement that could not be resolved through the process detailed above, the Parties shall refer such dispute to arbitration by a single arbitrator to be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English. The venue of the arbitration shall be at Pune. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties. The expenses of Arbitration proceedings, excluding the respective counsel fees, will be equally shared and paid by the Parties. All disputes shall be subject to jurisdiction of courts in Pune.

8.15 Confidentiality and Security

The Bidder shall seek to ensure the preservation and protection of the security and confidentiality of customer information in the custody or possession of the Bidder in the following manner:

Access to customer information by staff of the Bidder shall be limited to those areas where the information is required in order to perform the outsourced function.

The Bidder must ensure to isolate and clearly identify the bank's customer information, documents, records and assets to protect the confidentiality of the information. In instances, where the Bidder acts as an outsourcing agent for multiple banks, care should be taken to build strong safeguards so that there is no commingling of information/documents, records and assets.

Bank shall review and monitor the security practices and control processes of the Bidder on a regular basis and require the service provider to disclose security breaches.

8.16 Order Cancellation

Bank of Maharashtra reserves its right to cancel the order in the event of one or more of the following situations:

8.17.1 If the Bidder fails to execute any or all of the PROJECT within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or

8.17.2 If the Bidder fails to perform any other obligations(s) under the Contract.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier against the advance payment.

8.17 Termination of Contract

Bank reserve its right to cancel the entire/unexecuted part of the contract at any time by giving 90 days written notice and recover expenditure incurred by the Bank, without assigning reasons and without prejudice to any other remedy for breach of contract , in the event of one or more of the following conditions :-

- ✓ Delay in implementation of the project beyond the specified period.
- ✓ Non satisfactory performance of the project during implementation/ migration of the proposed new system from the old system.
- ✓ Failure to implement the project as per the requirement of the Bank.
- ✓ Serious discrepancies noted during the implementation of the project.
- ✓ Breaches the terms and condition of the order.
- ✓ In addition to the cancellation of the Purchase order Bank reserves the right to invoke the performance Bank Guarantee given by the bidder.
- ✓ The bidder shall have right to terminate only in the event of winding up of the Bank.

8.18 Effect of Termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services
3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
4. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

5. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

Bidder shall continue the services at the existing terms until the alternate solution is available or maximum 6 Months whichever is earlier.

8.19 Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Service Provider to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP. The Service Provider shall be responsible for payment of remuneration to BCAs, deduction of Provident Fund of BC agents, providing other employment benefits to BCA, Insurance of BC agent, Cash and MicroATM device, Cash Management.

8.20 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 **Annexure -X** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. 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.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Nilomni Bhakta

Address - A-801, PBCL CHS Ltd.
Plot No. 3, Sector 46 A
Nerul, Navi Mumbai, 400706

Email - nilmoni.bhakta@gmail.com

Shri. Madan Lal Sharma

Address - K-23, Jangpura Extention
New Delhi

Email - ml.sharma1965@yahoo.com

Annexure – I: List of Sub Service Area (SSA)

List of number of Sub-Service Areas and the urban wards to be covered, on PAN India basis, under this RFP are as under:

Sr No	Name of the State	No. of Sub Service Areas (Approx.)
1.	Maharashtra	2609
2.	Goa	4
3.	Karnataka	8
4.	Chhattisgarh	33
5.	Gujarat	13
6.	Haryana	2
7.	Madhya Pradesh	341
8.	Punjab	2
9.	Rajasthan	8
10.	Uttar Pradesh	6
11.	Uttaranchal	1
12.	Andhra Pradesh	7
13.	Telangana	8
14.	Arunachal Pradesh	5
15.	Jharkhand	1
16.	Tamil Nadu	3
GRAND TOTAL		3051

- a) In addition to the above, Bank at its discretion may increase / decrease the quantity to the extent of 35%. Additional Sub-Service Areas/Wards, if any allotted, will be furnished to the successful bidder on later dates.
- b) Sub-Service Areas where Bank opens their brick and mortar branches, at a later date, will stand reduced from the total number of Sub-Service Areas mentioned above.
- c) The approximate number of Sub-Service Areas is furnished above. The number of Sub-Service Areas in each state may vary from time to time, subject to allotments / modifications to be effected by SLBCs of respective states.

Annexure – II (A): Broad Scope of Services Offered Through Business Correspondent

1. The Service Provider will provide the following services.

(A) Business Correspondent (BC) activities:

- a. Enrollment of Customers with e-KYC (Aadhaar Based Account Opening)**
- b. Provide transaction facility based on Aadhaar Authentication and/or Debit card PIN authentication -**
 - i. Deposit of money in an account with any Bank.**
 - ii. Withdrawal of money from an account with any Bank.**
 - iii. Remittance from an account with a bank to an account with the same or any other bank.**
 - iv. Balance enquiry and issue Receipts/Statement of Accounts.**
- c. Support and provide help for digital payments, and promote various types of digital payments.**

(B) Other activities:

- Aadhaar Seeding to customer account
- Mobile seeding to customer account
- Enrollment of PM Schemes like PMJBY, PMSBY and APY
- Activation of Customers for Mobile Banking, SMS Banking, USSD/IMPS
- Activation of Debit Cards
- Promotion, nurturing, monitoring and handholding of Self Help Groups and/or Joint Liability Groups and/or Micro Credit Groups and others.
- Facilitating the repayment of dues owed to the Bank by its customers/guarantors.
- Identification of borrowers and classification of activities as per their requirements.
- Collection and prima facie scrutiny of loan applications including verification of primary data.
- Creating awareness about savings and other products offered by the Bank and education and advice on managing money & debit counseling.
- Preliminary scrutiny of data and submission of applications to the Bank for its review.
- Sale of third party financial products like Insurance, Pension products, Mutual funds etc.
- E-KYC to new/existing customer as per Bank's requirement.

2. The above services are in respect of the following.

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

- Basic Savings Bank Deposit Account (BSBD accounts)
- Recurring Deposit Accounts
- Remittances
- Fixed Deposit
- Overdraft/Retail loan
- KCC/GCC

- Third party financial products like Micro insurance, Pensions etc.
- Pradhan Mantri Jeevan Jyoti Bima Yojna(PMJJBY) Enrolments
- Pradhan Mantri Suraksha Bima Yojna (PMSBY) Enrolments
- Atal Pension Yojna (APY) Enrolments

(B) To be sourced some of the following products for the branch, as permitted by RBI guidelines from time to time as part of Business Facilitator functions.

- Loans against TDR/NSC/ KVP etc.
- Gold Loans
- General purpose Credit card (GCC)
- Kisan Credit Card (KCC)
- Current Account
- Savings Bank account
- Term Deposits
- Recurring Deposits
- Mutual funds on a referral basis
- Insurance (Life and Non-Life), Pension and any other third party financial product
- Pradhan Mantri Jeevan Jyoti Bima Yojna(PMJJBY) Enrolments
- Pradhan Mantri Suraksha Bima Yojna (PMSBY) Enrolments
- Atal Pension Yojna (APY) Enrolments

(C) Subject to meeting the eligibility criteria mandated by RBI, the BC/BCA may be engaged as Recovery Agent, if decided so by Bank as per requirement. In such case, a separate agreement(s) may be signed by bank with SP/BCA.

3. Cash Management:

- The Service provider will be solely responsible for the cash management at all CSP/BC points irrespective of volume and value of transactions.
- The Service provider has to make his own arrangements for the Cash requirements and Bank will not fund towards cash requirements for the field operations. However, apply for Overdraft facility from Bank on the usual commercial terms and conditions and the Bank shall have the discretion to sanction or reject the same.
- The BCA will be required to handle collection and payment of deposits and withdrawals, as per limits prescribed by the Bank.
- The Service provider has to make arrangements for normal cash requirement as per the demand from each CSP location, apart from meeting the seasonal/monthly/weekly requirements.
- SP will indemnify the Bank against all losses/cash balances held or handled by the BCA appointed/deployed by the SP including mis-conduct, negligence, frauds or any loss caused to the bank on the part of the SP's personnel / employees and their agents / sub-agents.

- SP to indemnify bank for all lapses of BCA's.
- The BC/BCA will be responsible for the security of the cash received from the customers towards any transaction etc., at their own cost, expenses and risks.
- The Service Provider will be required to obtain valid Fidelity Insurance Policy for their BCA's manning the CSP, necessary Insurance for cash retention / cash in transit, etc. at their own cost. Copy of the valid insurance policy should be shared with the Bank while claiming the payments.
- Bank reserves the right to revise transaction limits of the customers/ turnover limits of the BCA's at any point of time as per Banks discretion / regulatory guidelines.
- SP to balance the cash balance in the Micro ATM/Tablet/Mobile with bank CBS account on daily basis and submit weekly certificate to the Bank.

4. The above scope of services would be subject to revision from time to time with mutual consent and depending on the need of the Bank.

Annexure – II (B): Technology Services

1)

- a) The Technology will include providing and maintaining devices (laptop computers, hand-held devices, mobile phones, Tablet PCs etc.)
- b) Devices should have capability to connect directly to Bank's system in the mandated standard format.
- c) For customer enrollment, including biometric capturing, devices must support ISO templates generation and verifications as per standards mentioned at technical specification in Para 7 below.
- d) Devices must have capability for making transactions, using Bank's central biometric authentication/any other central authentication system, through switch of National Payment Corporation of India (NPCI) or any other agency approved by the Bank.

2. The solution should

- a) Conform to open standards.
- b) Provide multichannel support (Biometric POS, Internet operated devices, Mobile, etc.).
- c) Have standard interface capabilities (standards like ISO, XML, web services).
- d) Multiple backend systems interfacing capabilities.
- e) Be on open architecture i.e. multiple OS and hardware supported, i.e. Windows/Linux/Unix; Database Oracle/My SQL
- f) Be capable of supporting transactions in 'on line' mode with CBS systems / EFT Switch of the Bank(s).
- g) Have necessary software, with common Key Management System(KMS) one or multiple bank to support minimum of following banking products
 - i. cash in /cash out
 - ii. Basic Saving Bank Account with built in Overdraft
 - iii. Recurring Deposit/Fixed Deposit Account
 - iv. Remittance Module
 - v. Credit module
 - vi. KCC /GCC
 - vii. Overdraft
 - viii. Retail Loans

3. The front end devices should support debit cards (both magnetic stripe cards and EMV Chip card) and non-card operations with central biometric authentication. The cards would be issued by the respective bank.

4. The Service Provider shall also provide direct connectivity between the PoS device and Bank Server. Customer account, including biometric details, shall reside on CBS server of the Bank and not at the backend of the SP.

5. Provide central platform for digitization of data for account opening by the BCA.

6. Solution should provide facility of

- a) Business Correspondent /Agent Maintenance
- b) Biometric authentication for agent and customer
- c) Audit trail of all administrative/ transactional activities
- d) POS/ other terminal authentication
- e) Role based access - Service level restriction for agents Centralized financial parameters (or limits) maintenance.
- f) Centralized non-financial parameters maintenance.
- g) BCA limit management
- h) Online transaction posting
- i) Voice acknowledgement in various languages for the customer (if Delivery Channel can play it)
- j) Capability to levy variable /fixed , different types charges on the customer transactions on the basis of customer type, transaction type, geographies, general or restricted manner, various plans of charges.
- k) Log of all transactions.
- l) Secured Sockets Layer (SSL) mode of communication.
- m) Report of all transactions processed during the day (filtered by BC, user and date).
- n) Scalability.
- o) Holding the entire customer profile, user profile, access rights, authentication methods, rules etc.
- p) Centralized application management
- q) Customized MIS as per bank' requirement

7. Technical Specifications: The technology should be compatible with UIDAI Standards on Micro ATM/biometric and support inter-bank interoperability through NPCI switch. The Indian Bank's Association (IBA) and Institute for Development and Research in Banking Technology (IDRBT) have come up with 'Open Standards for Smart Card Based Solutions for Financial Inclusion' (hereinafter called 'The Standards'). The version 1.2 of 'The Standards' has been published and is available on the internet at www.iba.org.in and www.idrbt.ac.in. The technology solution proposed by the technology service provider must meet the standards as mentioned above.

Technology should also meet standards defined/prescribed by NPCI/ IBA/ any other agency acceptable to the Bank, for interoperable transactions between the Bank based on Bank level authentication other than UIDAI.

The solution should adhere to the standards prescribed by the IBA and IDRBT / RBI/ NPCI/STQC/UIDAI/PCI-DSS or any other regulatory body.

The Service Provider should upgrade the technology, at its own cost, to meet the standards as prescribed by IBA / IDRBT /NPCI/ STQC/ UIDAI/ RBI/ PCI-DSS/ any other regulatory body in future.

The proposed solution has to support authentication of customers, secured communication, transaction processing, Aadhaar based authentication, customer enrolment system, uploading/downloading of transactions/ customer enrolment data through online mode, generation of printed acknowledgement for success and failed transactions, generation of Audit trail for all financial and non-financial transactions.

The technological details indicated in the RFP are suggestive. The architecture should meet latest industry standards and best practices that minimize costs and risks to the Bank and needs to be upgraded from time to time without any cost to Bank.

The selected Bidder should be able to roll out the system at short notice.

The system should be scalable and interoperable and work with different types of handheld devices empaneled by IBA.

Banks internal & external auditors will be conducting security drill & VAPT (Vulnerability assessment & penetration testing) for all the systems from time to time, any short coming reported by the auditors during the audit needs to be closed within time stipulated by the Bank for all systems (application/ DB, OS and other middle ware used) deployed by the selected bidder without any cost to bank.

Annexure – II (C): Technology Service Level Requirement

Scope

This section applies to the “Technology Based Financial Services” to be rendered by the Service Provider to the Bank comprising the following –

2. The business correspondents may use any or all the undernoted frontend device based on the technology channel opted by them in view of type of level / type of connectivity available in the area of operation of the BC / BCA.

- i. Biometric PoS device in combination with Smart / Plain Plastic Card
- ii. Internet operated device, printer and FP capturing machine.
- iii. Mobile device with biometric identification.

The obligations of the technology service provider under this agreement are –

Biometric PoS/ Mobile based / Internet operated-

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

Incident Management -

SP shall provide a 12x7 help desk with adequate numbers of phone lines for incident management. On finding an equipment to be not functioning, the BCA would advise on the pre-designated number of help desk regarding the same. SP Help Desk representative would then issue a ticket number to the BCA which he will quote in all subsequent communications till resolution of the issue. The defective part of the equipment would be replaced by a representative of the SP under a sign off from the equipment operator.

Maintenance and Support

At the time of operationalising the PoS/ technology channel, training is to be provided to the Operators clearly delineating the Do's and Don'ts and Best Practices for maintaining the equipment. It would be the responsibility of the SP to ensure that the equipment is handled carefully. However, SP would provide 12x7 active Help Desk facilities for reporting of all such field incidents. For the passive hours there would be a facility to log the call on an IVR. However, the time for turnaround would be counted from the time the Help Desk becomes active next time.

Software Management

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

Consumables

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

Centralized Monitoring, Reconciliation, settlement and Dispute Management:

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

SP must have a dedicated team of Supervisors and Coordinators who shall monitor the implementation of FI Plan effectively well within the time schedule.

SP should inform the bank instructions/camps/rules to BC agents through channels like email / calls/ SMS and no extra charges will be paid to SP.

The SP to provide file for reconciliation and upon the reconciliation done by the bank, the vendor will accordingly co-ordinate with customers to either credit/debit/refund the sum if so required.

SP to put in place automated reconciliation system and ensure reconciliation, settlement and dispute management on daily basis. Any disputed/ unsettled transaction should be cleared/ settled within 7 days from the date of complaint in coordination with bank reconciliation team. SP is fully responsible for late settlements of the transactions and penalties if any, levied by NPCI/ RBI will be passed on to the SP.

SP must also arrange for necessary training, meetings with BCAs at periodical intervals and maintain liaison with Bank's Link Branches/Zonal Offices.

SP shall ensure periodical Preventive maintenance of micro ATMs (PoS)/ Tablets/ Mobiles, their good working condition, timely repairs if any and with the required consumables. They shall also monitor the uptime, problem resolution.

SP shall have the supervisors and coordinators as follows:

- One supervisor referred to as BC Supervisor (BCS) for 20-25 BCAs.

- One Coordinator referred to as BC coordinators for 10-15 supervisors.

Help Desk

BC will set up a Help Desk on its own or through its Technology Service Provider. All the BCAs would register their requirements and problems between 8 am and 8 pm everyday (including Sundays and Holidays). Helpdesk would register the request and issue a ticket. The Helpdesk would also provide a timeline in which the problems would be attended to. All problems reported should be resolved within 24 hours of reporting.

MIS reports

Service Provider should provide reports as desired by the bank.

Annexure – III: Standard Operating Procedure (SOP) for Business Correspondents

A. Logistics at the BC / CSP outlets -

- a. Display of signage as approved by the Bank.
- b. Display of BC certificate as an authorized Bank's BC.
- c. ID card for BC and BCA to be issued by the Bank and BC respectively.
- d. Ensure availability of required Stationery – Account opening forms, loan application forms, check lists, publicity materials / pamphlets / job cards for banking products.
- e. Display of Phone numbers of Help line, Bank officials (link Branch / Channel Manager/Zonal Office)
- f. Maintenance of Registers:
 - ✓ Records of customers enrolled;
 - ✓ Account opening forms sent to link branch;
 - ✓ Account opening forms pending to be sent;
 - ✓ Transaction Register for Cash Receipt, Cash Withdrawal and Fund Transfer
 - ✓ Aadhaar/Mobile Seeding Request Register
 - ✓ Debit Card/ATM Card Issuance Request Register
 - ✓ Customer contact register;
 - ✓ Applications received and disposals register; and,
 - ✓ Visitors/Bank officials visit register.
- g. Name of grievance redressal official and contact no to be displayed.
- h. Ensure provision like box, almirah for safe upkeep of finger print scanner / device etc and other stationery registers.
- i. List of Do's and Don'ts for customers to be displayed.

B. Image building and trust -

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

C. Technical Requirement -

- a. Safe upkeep of frontend device viz. PoT / PoS, Mobile, PC Kiosk, Laptop with MicroATM1.5.1 standards.
- b. Keeping the device battery charged / in ready mode for providing services.
- c. Maintaining help line number of technology / device provider.
- d. Downloading the updated versions of the frontend applications.
- e. Uploading the transactions on daily basis.
- f. Downloading the card summary / account balances on the device as per the process which may differ channel to channel.
- g. Keeping the PIN / CSP cards secret to obviate any possibility of unauthorized use of the technology device.

D. Operational Requirement –

- a. Approval from the Bank for establishing a CSP outlet at any centre.
- b. Account opening form filling up and collection of required KYC documents / photograph of the customer.
- c. Enrollment of the customer as per the process approved by bank.
- d. Digitization of customer details within 2 days of customer enrollment and transmission of data to the bank.
- e. Sending account opening forms to the link branches.
- f. Coordinating with link branches for expedite verification and upload of customer data in CBS for account creation.
- g. Distribution/delivery of card / CBS account number to the customers after account creation in bank's CBS.
- h. Arranging removal of objections raised by the link branches in account creation.
- i. Maintaining confidentiality about customer account and proper transparency during customer transactions.
- j. Maintenance of sufficient balance in the BC settlement account to support customer transactions and fund settlement with the bank.
- k. Expedite increase of BCA electronic limits to ensure continuity in customer services.
- l. Arrange for availability of sufficient cash at CSP outlets.
- m. BCs will ensure replenishing / collection of surplus cash from the CSP outlets.
- n. BCs will ensure to regular payment of remunerations to the CSPs.
- o. BCs will ensure availability of consumables like printing paper etc at the CSP outlets.
- p. BC will arrange for reconciliation of customer account balances with the bank.
- q. BCs to ensure issuance of PoS / technology device generated receipt to the customers on successful transaction.
- r. To define dispute resolution mechanism
- s. Forwarding any feedback / complaint received from the customers to the bank.
- t. Risk mitigation process in operations
- u. Arranging insurance of BC Agent, their cash and devices at the CSP outlets.
- v. In case of temporary / permanent termination of CSP at any outlet, BC to make alternate arrangement to ensure continuity of banking services to the customers.

E. Legal Requirement –

- a. Persons / BCAs engaged by BC shall not be the employees of the bank and the bank shall neither be responsible in any manner for payment of wage remuneration nor payment for PF, EPF dues, insurance for such persons.
- b. BCs will have to enter into an agreement with the bank.
- c. BCs will be solely responsible for any frauds, misdeeds etc whatsoever committed by BCA's/Bank Mitra and BC shall make good of any financial loss to the Bank or Bank customer due to the acts of BC or BCA's/Bank Mitra.

Annexure - IV : Commission Payable

Charges to be paid to the Service Provider:

For the activities mentioned in Column 1 below, Service Provider will be paid remuneration at the following rates.

All payments claimed by the Service Provider and accepted by the Bank for payment, after verification, will be credited to the Service Provider's account. The Portion of remuneration to be shared to BCA is 80% for which the Service Provider will authorize the Bank to transfer the payment to the credit of BCA's account, from out of the total payments made to the Service Provider. Bidder has to confirm their acceptance for the same.

Non Exhaustive List:

Activity (A)	Remuneration (B)
Customer mobilization (Customer Digitization Activities in Sub Service Area)	
Aadhaar Seeding/ Mobile Seeding with Customer Consent	Rs.5 per customer
Atal Pension Yojna	Rs.60 per successful activation
Pradhan Mantri Jeevan Jyoti Bima Yojna	Rs.15 per successful activation
Pradhan Mantri Suraksha Bima Yojna	Rs.0.5 per successful activation
Term Deposit/ Recurring Deposit account opening	Rs. 20 per account
SHG Formation and Credit Linkage	Rs.500 after successful transaction for six months
Cap/Limit on Customer Financial Transactions	<p>1. For any single customer, maximum 3 transactions in a day</p> <p>2. Per Customer, maximum up to 15 Financial Transactions in a month will be eligible for commission.</p>

Note: 1. Bank has the right to revision in the above remuneration during the contract period.

2. Bank also has a right for the list of services and Products offered by the Bank which may be added/deleted from time to time.

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

Annexure V: Commercial Bid Format

1. The Service Provider would be entitled to receive variable charges towards Technology and Supervisor Service in the financial transaction as mentioned below at CSP's.
2. All payments claimed by the Service Provider and accepted by the Bank for payment, after verification, will be credited to the Service Provider's account. A portion of the charges for various activities as mentioned in the RFP, under Annexure-IV and Annexure-V, will be transferred to BCA's account from out of the total payments made to the Service Provider, for which the Bidder is agreeable and offers his express concurrence/Authorization.
3. The Service Provider is required to quote without GST his offer towards technology and supervisory cost per FI transaction per location as per the format of the commercial bid.

Sr No	Type of Transaction	Commission Basis	Indicative QTY per Month (A)	Ticket Size (B)	Rate (C)	Amount in Rs. (per month) (D)	Amount In Rs. (per Year) (E)
1	Cash Withdrawal /Deposit	% of Amount	375	6000	%	A*B*C	A*B*C*12
2	Fund Transfer	Per Transaction	25	NA		A*C	A*C*12
3	Account Opening	Per Instance	30	NA		A*C	A*C*12
Total							

TCO = Total of Column E * 5 Years * 3000 (No. of BCA's) = Rs. _____

Note:

1. Number of Transactions/BCA's mentioned is only for the purpose of arriving TCO and may vary on actual.
2. Financial Transaction mean Cash Withdrawal, Cash Deposit transaction and Fund Transfer.
3. Technology services covering all connected activities mentioned in the RFP for FI implementation. The service include supply of software, middleware and other infrastructure, backend FI server storage, switching costs, connectivity charges, centralized terminal management services, facility management, cash handling, transportation, insurance, facilitating enrollment for new schemes, cost of consumables etc.
4. Bidder to include all charges required for providing End-to-End solution for FI implementation. Bank will only pay the charges mentioned above on actual.
5. Quantities indicated above are only indicative and bank does not guarantee/assure minimum quantities to the Bidder for the Technologies. Indicative quantities will however be used for deciding the L1 vendor.

Annexure – VI: Tender Offer Covering Letter

Date: _____ 2017

Tender Reference No.: _____

To:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to extend Business Correspondent Services including the technology service as per the terms, conditions and scope of service spelt out therein, and in accordance with the schedule of prices indicated in the Commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer is accepted, we undertake to commence delivery within _____ (Number) days and to complete delivery, installation and commissioning of all the Services as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive

Signature: _____

Place: _____

Date: _____

(In the Capacity of :) _____

Duly authorized to sign the tender offer for and on behalf of _____

Annexure – VII: Details of the Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Information	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone / Mobile Fax E-mail Website	
4	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
5.	Year of commencement of Business	
6.	Turnover of the company (Not of group) 2014-2015 2015-2016 2016-2017	
7.	Postive Net worth of the company, (Not of group from Indian operations.) As per the latest Audited Balance Sheet financial years (2014-15, 2015-16 and 2016-17)	
8.	Name of the Bank where the proposed solution is implemented and running successfully. Details like name of the Bank with contact details should be provided.	
9.	Income Tax Number(PAN No)	
10.	GST No	

Annexure VIII - Details of Support Centers

Sl.	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location
1							
2							
3							

Annexure IX - Performa for the Bank Guarantee for Earnest Money

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,
FI Department,
1501, Lokmangal,
Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at thisday of between Bank of a banking company having its office at hereinafter referred to as 'the Bank' of the One Part and Bank of Maharashtra a New Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal' , 1501 Shivajinagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

1. Whereas the Beneficiary had invited tenders for Selection of New Service Provider for Business Correspondent Services under Financial Inclusion vide tender No 072017 dated _____.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for **Rs 25 lakh (Rs. Twenty Five Lakh only)** as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs 25 lakh (Rs.Twenty Five Lakh only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid upto

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs._____. (Rupees _____).
- b. This Bank Guarantee shall be valid up to _____.
- c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put is seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of

Annexure – X: PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2017, between on one hand, Bank of Maharashtra through authorized official Shri _____, General Manager, FI, SLBC & AGRI Department, Bank of Maharashtra (hereinafter called the “BUYER”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the “BIDDER/Seller” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Business Correspondent Services and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is a Financial Inclusion Technology Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to

any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1. Bank Draft or Pay Order in Favor of Bank of Maharashtra.
 - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
 - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of

India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent Monitors:

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6** The The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7** The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8** The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11 Other Legal Actions:

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

12 Validity:

- 12.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2** Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER

BIDDER

Name of Officer
Designation
FI, SLBC & AGRI
Bank of Maharashtra

Chief Executive Officer

(Office Seal)

(Office Seal)

Place _____
Date _____

Witness:

1 _____
(Name & Address) : _____

Witness:

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

Annexure - XI: Compliance of Terms and Conditions of the RFP

S.No.	Tender Document Clause	Terms and conditions in the Tender document	Complied (Yes / No)	Explanation, If No
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note: Bank reserves right to accept / reject any explanation given by the bidders

Annexure – XII: Eligible Entities and General Guidelines

1. Entities eligible to be appointed as Bank Mitra / Business Correspondents/BCAs:

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

1. NGOs/MFIs set up under Societies/ Trust Acts
2. Cooperative Societies registered under Mutually Aided Cooperative Societies Acts or the Cooperative Acts of States/ Multi State Cooperative Societies Act.
3. Section 25 companies.
4. Post Offices.
5. Retired Bank employees
6. Ex-Service men.
7. Retired Govt. Employees.
8. Individual owners of kirana/ medical/fair price shop owners.
9. Individual Public Call Office (PCO) operators.
10. Agents of small savings schemes of Government of India/ Insurance Companies
11. Individual who own petrol pumps.
12. Retired teachers.
13. Authorized functionaries of well-run Self Help Groups (SHGs) linked to banks.
14. Individual members of Farmer's Clubs.
15. Individual operators of Rural Multipurpose kiosks/ Village Knowledge Centers
16. Individuals/ proprietors/ owners who manage Agri Clinics/ Agri Business Centers.
17. Retired Post Masters.
18. Individuals such as auto dealers, tractor dealers and Fast Moving Consumer Goods (FMCG) stockiest.
19. Insurance agents including of private insurance companies (IRDA certified) and postal agents.
20. Individuals operating Common Services Centers (CSCs) established by Service Centre Agencies (SCAs) under the National e-Governance Plan (NeGP).
21. Any other individual considered suitable by the bank.
22. Companies registered under the Indian Companies Act with large and wide spread retail outlets, excluding Non-Banking Financial Companies (NBFCs).
23. Identified Business Correspondents and BCAs should not have been defaulters to any financial institution.
24. Identified Business Correspondents should not have been blacklisted by any bank/IBA/UIDAI in the last two years for deficiency of service.

While appointing Bank Mitra /Business Correspondent Agents (BCAs), following general guidelines should be followed by BC:

1. As far as possible the existing BCAs/Bank Mitra who are already working in the location are to be appointed.

2. The location/premises of Bank Mitra should be such that it is easily accessible to all customers.
3. The selection of BCA must be done by the SP with the consent of the concerned Branch Manager in whose service area the CSP is located. Preference should be given to such persons who are already doing some activity in the village.
4. The front end equipment / device to be given to BCA should be interoperable through the gateway of Bank/ NPCI so that the customer can access to any bank by using the device. The device must have biometric facility (finger print & IRIS) plus card swiping facility with on-line connectivity to perform transactions on-line.
5. The BCA must be responsible to receive and pay money, to transfer money from one to another. Each BCA must also be able to do Business Facilitator (BF) activities as permitted by the RBI/ Bank. BCAs may also be used for deposit mobilization and for recovery as per the terms of the scheme finalized by the Bank.
6. The BCA will also to undertake enrollments for micro insurance, animal insurance, crop insurance and micro pension. The bank will ensure coordination with the agencies, viz., LIC and other agencies dealing with these products.
7. An officer/Branch Manager of the concerned branch of the bank may visit the CSP location normally once in a week/fortnight/month initially, on a fixed time and day to instill greater confidence among the customers and facilitate increased banking transactions through BCAs.
8. The BCA must be responsible for routing all transactions of all villages in the assigned villages so that effective marketing and follow up can take place.
9. It is necessary to ensure that there is a continuous improvement in the quality of services through the BCAs. There should be regular training and capacity building programmes of the BCAs. The necessary training has to be imparted by the Service Provider in consultation with the Bank.
10. Bank Mitra's/BCA's should have minimum qualification of 12th pass and should be able to operate micro ATMs (PoS)/ Tablets/ Mobiles and other devices. The BCA should have passed IIBF examination or should pass within 6 months of his appointment.
11. Bank reserves the right to interview the selected BC agent at any point of time. If found not satisfactory, selected bidder has to replace the Bank Mitra's/BCA's.
12. Care should be taken to ensure that the Bank Mitra's/BCA's are permanent/nearby residents of the respective village.
13. The SP should furnish a list of authorized business agents proposed to be appointed / engaged with details of their bio-data containing photograph, address, age, educational background, present occupation, monthly income, details of existing banking arrangements (the CSP agent proposed should not be a defaulter with any bank), area of operation, past experience, if any, related to banking & insurance, etc., for final approval. The SP will be solely responsible for the acts and deeds of their business agents undertaking operations at the Customer Service Points and any change of Bank Mitra's/BCA's to be done with prior approval of the bank.

Annexure XIII: FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP

RFP : 072017		Selection of New Service Provider for Business Correspondent Services Under Financial inclusion			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP : 072017		Selection of New Service Provider for Business Correspondent Services Under Financial inclusion	
BIDDERS NAME			
Sr. No.	General Query related to RFP	Comment / Suggestions	

Annexure – XIV: GLOSSARY OF ACRONYMS and ABBREVIATIONS

APY	Atal Pension Yojna
BC	Business Correspondent
BCA	Agent/Employee of BC
BSBD	Basic Saving Bank Deposit
CBS	Core Banking Solution
CD	Compact Disk
CSP	Customer Service Point
EMD	Earnest Money Deposit
EPF	Employees' Provident Fund
FCNRB	Foreign Currency Non-Repatriable account
FD	Fixed Deposits
FMCG	Fast-moving consumer goods
FP	Finger Print
GCC	General Credit Card
IBA	Indian Bank's Association
IDRBT	Institute for Development and Research in Banking Technology
ISO	International Standards Organization
KCC	Kisan Credit Card
KMS	Key Management System
KVP	Kisan Vikas Patra
KYC	Know Your Customer
LIC	Life Insurance Corporation of India
MFI	Micro Finance Institutions
MIS	Management information system
NBFCs	Non-Banking Financial Companies
NEFT	National Electronic Funds Transfer
NeGP	National e-Governance Plan
NGO	non-governmental organization
NPCI	National Payment Corporation of India
NRE	Non-Resident External
NRO	Non Resident Ordinary
NSC	National Saving Certificate
PCO	Public Call Office
PF	Provident Fund
PIN	Personal Identification Number
PMJJBY	Pradhan Mantri Jeevan Jyoti Bima Yojna
PMSBY	Pradhan Mantri Suraksha Bima Yojna
PoS	Point of Sale

PoT	Point of Terminal
PSB	Public Sector Bank
RBI	Reserve Bank of India
RFP	Request for Proposal
SCAs	Service Centre Agencies
SHG	Self Help Group
SMS	Short Message Service
SOP	Standard Operating Procedures
SSA	sub service area
SSL	Secured Sockets Layer
TDR	Term Deposit Receipt
TSP	Technology Service Provider
UIDAI	Unique Identification Authority of India
USSD	Unstructured Supplementary Service Data
XML	Extensible Markup Language