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ਪੰਜਾਬ ਐਂਡ ਸਿੰਧ ਬੈਂਕ
(ਭਾਰਤ ਸਰਕਾਰ ਕਾ ਉਪਕਰਮ)



Punjab & Sind Bank
(A Govt. of India Undertaking)

Where service is a way of life

Corrigendum dated 13.01.2023 (read with Addendum No 1 to 9)

Request for Proposal (RFP)

for

**Selection of Vendor as Corporate Business Correspondent and
implementation of End-To-End Financial Inclusion Gateway (FIG) Solution**

Tender No. : PSB/HOFIUID/RFP/01/2022-23

Date: 26.09.2022



PUNJAB & SIND BANK
Head Office Financial Inclusion Cell
5TH Floor, Rajendra Place,
New Delhi - 110008



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Definitions/ Acronyms of major terms/ abbreviations used in this document

#	Acronyms	Definition
1	ADV	Aadhar Data Vault
2	AMC/ ATS	Annual Maintenance Contract/ Annual Technical Support
3	AML	Anti-Money Laundering
4	BC	Business Correspondent as per RBI definition
5	BCA/ Bank Mitra	BCA/ Bank Mitra is Business Correspondent Agent /person/entity engaged by Corporate Business Correspondent (CBC) to provide services to customers on behalf of Bank
6	Outlet/Kiosk	Business Correspondent Outlet (BCO)/ KIOSK means the outlet of the Service Provider which will be providing Banking and Financial services as per terms of the RFP
7	BCP	Business Continuity Planning
8	BSBD	Basic Saving Bank Deposit
9	CBC	Corporate Business Correspondent (CBC) means any entity which can be selected by Bank to engage BCAs
10	CBS	Core Banking System/ Solution
11	CSP	Customer Service Point
12	DC	Data Center
13	DFS	Department Of Financial Services
14	DR/DRC	Disaster Recovery Center
15	EFRM	Enterprise Fraud Risk Management Solution
16	GSM	Global System for Mobile communication
17	FI	Financial Inclusion
18	FIG	Financial Inclusion Gateway
19	GOI	Govt. of India
20	HO	Head Office
21	HO FI-UID Cell	Head Office Financial Inclusion And UID Cell
22	HHT	Hand Held Terminal
23	HSM	Hardware Security Module
24	HTTP/ HTTPS	Hyper Text Transfer Protocol/ Secure Hyper Text Transfer Protocol
25	ICT	Information And Communication Technology
26	INR	Indian National Rupee
27	IPR	Intellectual Property Rights
28	ISO	International Organization for Standards
29	IT	Information Technology
30	KCC/GCC	Kisan Credit Card/ General Credit Card
31	KYC	Know Your Customer
32	LD	Liquidated Damages
33	LTO	Linear Tape Open
34	MIS	Management Information System
35	mPOS	Mobile Point Of Sale/ Service

#	Acronyms	Definition
36	NBFC	Non-Banking Financial Company
37	NDA	Non-Disclosure Agreement
38	NEFT	National Electronic Fund Transfer as per RBI definition
39	NPA	Non-Performing Assets as per RBI definition
40	OS	Operating System
41	PMJDY	Prime Minister Jan Dhan Yojna
42	PO	Purchase Order
43	RBI	Reserve Bank Of India
44	RCA	Root Cause Analysis
45	RFP	Request For Proposal
46	RPO	Recovery Point Objective
47	RTGS	Real Time Gross Settlement as per RBI definition
48	RTTS	Real Time Transaction System
49	RTO	Recovery Time Objective
50	SHG	Self Help Group
51	SLA	Service Level Agreement
52	SLBC	State Level Bankers Committee
53	SP/ TSP	Service Provider/ Technical Service or Solution Provider
54	SSA	Sub-Service Area
55	SSL	Secure Sockets Layer
56	SOC/ SIEM	Security Operations Center/ Security Information and Event Management
57	Tab	Android based tablet to be used by BCA
58	TCO	Total Cost of Ownership
59	TWO Accounts	Technically Written Off Accounts as per RBI definition
60	UAT	User Acceptance Testing
61	VAPT	Vulnerability Assessment & Penetration Testing
62	YoY	Year on Year



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1.1 KEY INFORMATION

Particulars	Details
Tender Number	PSB/HOFIUID/RFP/01/2022-23 dtd 26.09.2022
Tender Title	Request for Proposal (RFP) for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution
Cost of Tender document (Non Refundable)	Rs.25,000/- (Rs. Twenty Five Thousand only) # By way of Demand Draft drawn at New Delhi/Delhi in favour of Punjab & Sind Bank to be submitted
Bid Security Deposit (EMD)	Rs. 45,00,000.00 (Forty Five Lakhs Only)# The Bank will only accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any scheduled commercial bank other than Punjab & Sind Bank (as per Annexure X)
Bid Validity	180 days from the date of technical bid opening
Date of issuance of RFP / Date of publishing the tender on Bank's Website	26.09.2022 12:00 Hrs
Last Date and time for submission of Pre-Bid Queries	07.10.2022 14:00 Hrs Queries must be e-mailed to finuid@psb.co.in , quoting tender reference number in the subject
Pre-Bid meeting date /Venue	12.10.2022 12:30 hrs Punjab & Sind Bank, HO Financial Inclusion Cell, 21, Bank House, Rajendra Place, New Delhi – 110008. Alternatively, Bidders can also join Virtual Meeting through the following link: https://punjabandsindbank.webex.com/meet/ho.pr
Last Date and time for submission of Bids	27.01.2023 16:00 Hrs
Date and Time of Opening of Technical Bids	27.01.2023 16:30 Hrs
Date & Time of Technical Presentation Place of Technical Presentation	To be notified later. Punjab & Sind Bank, HO Financial Inclusion Cell, 21, Bank House, Rajendra Place, New Delhi – 110008
Date and Time of opening sealed Commercial Bids	To be notified later to the qualifying bidders only.
Address of Communication/Place of submission and Opening of Bids	Punjab & Sind Bank, 5th Floor, HO Financial Inclusion Cell, 21, Bank House, Rajendra Place, New Delhi – 110008
Date and Time of Reverse Auction	Clause Deleted.
Contact Persons for any clarifications/ Submission of Bids	Jasleen Kaur Bhatia (Sr Manager FI) – 9873339405, T K Nazimudeen (AGM FI) – 7721860860, 011 25756376 , 011 25756377
If any of the dates given above happens to be Holiday in Delhi, the related activity shall be undertaken on the next working day at the same time.	

All Micro and Small enterprises having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of **Tender Fee and EMD only**. Relevant certificates should be submitted by the bidder in this regard to avail exemption.



Information for Online Participating

This Tender will follow e-Tendering process which will be conducted by Bank's authorized e- Tendering Service Provider M/s C1 India Pvt. Ltd. through website: <https://psb.eproc.in>

Following activities will be conducted online through the above website:

1. Purchase of RFP document including all Annexures
2. Addendums to the RFP
3. Submission of Technical Bid & Commercial Bid by the Bidder
4. Opening of Technical Bid & Commercial Bid by the Bank
5. Announcement of results, if any

Instructions:

1. Bidders who wish to participate will have to register with the website (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process.
2. Bidder who wish to participate in this tender need to procure Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can view the list of licensed CA.s from www.cca.gov.in.
3. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com Ph: 0124-4302033/36/37

Note:

- Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexures either through Bank's website <http://punjabandsindbank.co.in> or <https://psb.eproc.in>
- Bidder has to make a payment for tender document through **Demand Draft** in favor of **PUNJAB & SIND BANK** as part of bid failing of which the bid of the concerned Bidder will be rejected (Please mention the tender name with year and company name at the back of DD)
- The mode of submission of Bid shall mandatorily be both- Online and Offline.

In case the specified date of submission & opening of Bids is declared a holiday in Delhi under the NI act, the bids will be received till the specified time on next working day and will be opened at the time mentioned in the RFP. Punjab and Sind Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.



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DISCLAIMER

- The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

1.2 INTRODUCTION

Punjab & Sind Bank (hereinafter referred to as 'PSB' or the 'Bank') is a major Public Sector bank in India. The Bank's Head Office is at 21, Rajendra Place, New Delhi, 110008. The Bank has a national presence through a widespread network of 1531 branches all networked and operational under Centralized Banking Solution on Finacle. It also has a network of more than 1000 ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 110 years of customer services, the Bank has a large satisfied clientele throughout the Country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products.

With implementation of Corporate Business Correspondent Model, the Bank aims to accelerate GOI initiative of Financial Inclusion to promote economic wellbeing, prosperity and sustainable development as per the vision documents of National Strategy for Financial Inclusion. The Bank aims at extending its footprints with the purpose to leverage technology, increase the retail customer base, increase the market share and also extend benefit of social security schemes to the last mile.

1.2.1 Bank's existing Business Correspondent and FIG Setup

Bank has commenced its Financial Inclusion project since 2014. Under the Financial Inclusion Plan, Bank has been allocated 3192 villages. Bank has already established BC Model by engaging its own **Individual BCs** through Base Branches/ Zonal Offices.

Number of live BCs	357
TSP	M/s TCS
Type of Solution provided by TSP	Financial Inclusion Gateway
BC Hand Held Terminals	Linux based POS device provided by System Integrator M/s Integra Micro Systems (P) Ltd <ul style="list-style-type: none"> • Model : iMFAST (Visiontek GL-11) with • Sunyard P-90 Pinpad
List of currently available services	<ol style="list-style-type: none"> a. AEPS ONUS , OFFUS and Issuer(Balance Enquiry, Fund Transfer, Mini-statement, Cash Deposit, Cash Withdrawal), SHG ONUS b. Bharat Bill Payments System c. AADHAR Status enquiry, Seeding d. Opening of saving Accounts / PMJDY Account and sourcing of KCC/GCC/Mudra loans, Social Security schemes (APY, PMSBY, PMJJBY), Term Deposit e. Recovery under existing NPA/TWO Accounts f. Card Based Transactions g. Sourcing of loan accounts h. Demo Auth, Tokenisation
Merchant Pay solution	Separate solution is provided by M/s TCS. Bank, at present, is having Morpho (MSO1300 E3 Micro USB) and Mantra (MFS100 V54 OTG) Biometric scanning devices in branches. Bidder needs to provide the solution that should be capable to continue with existing biometric devices and to upgrade the same as per UIDAI/NPCI/RBI/MOF and other regulatory guidelines



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Existing and Projected volume (Tentative) of transactions

Type	Total* 2020-21	Total* 2021-22	1Y 4500 BCA	2Y 9000 BCA	3Y 9000 BCA	4Y 9000 BCA	5Y 9000 BCA
AePS	1,87,78,797	2,91,90,168	40,47,38,000	80,94,75,000	84,99,50,000	89,24,50,000	93,70,69,000
Bhim AADHAR Pay	64,259	87,850	1,09,800	13,17,300	1,51,500	1,66,700	1,83,300

* Inclusive of successful and unsuccessful transactions with 357 BCAs

2 INSTRUCTIONS TO BIDDERS

2.1 Minimum Eligibility Criteria for the Bidders:

Only those Bidders who fulfill the Minimum Eligibility Criteria are desired to respond to the RFP. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the eligibility criteria are liable to be rejected.

Consortium Bidding:

Bidders are allowed to form consortium of not more than three members and one of the members shall be designated as the lead member/lead bidder of the consortium. The consortium should be a functioning consortium with every member capable of contributing to the project. Lead bidder should have experience in a scheduled commercial Bank, either as a CBC or FIG Solution Integrator or both. The bid evaluation committee will evaluate the proportionality of distribution of project and RFP responsibility between consortium members based on experience, expertise, technology, employee bench strength, and ability to deploy in the geographical areas of operation. The Bank shall have the sole and absolute discretion to decide to select or reject a bid.

None of the Consortium Members should have a negative networth during the last three financial years.

The members of the consortium shall enter into a joint bidding agreement, specifying the roles and responsibilities of each member and the nomination of member as a 'lead member'. The copy of joint-bidding/ inter-se Consortium Agreement shall be provided to the bank as part of the bid. The lead vendor will have inter se arrangements with other consortium members and will be responsible to the bank for 'due performance' and related financial obligations. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member to conduct all business on their behalf. Copy of POA shall be submitted as part of the bid. As part of the bid, the lead member should clearly provide for composition, roles and responsibilities of the all the members. The lead member shall be solely responsible for adhering to all the Terms and Conditions of the RFP and Contract. The lead member of the consortium shall be the single point of contact for the Bank during the entire tendering process and contract period (if selected). Lead bidder will be responsible for the successful execution of the RFP and Contract. In case of problems and challenges, the Bank will deal with only the lead bidder/lead member for penalties and accountability. The lead bidder shall indemnify the Bank as per provisions of the RFP. In case of fraud/dispute arises, the lead bidder/vendor shall be responsible for the settlement of claims of the Bank and indemnify the Bank towards the same. All payments including all tax certification shall be issued in the name of lead bidder only. All Litigation (if any) shall be filed by the Bank against the Lead Bidder.

No Bidder shall submit more than one Bid for the RFP. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. An individual bidder cannot be a member of any other consortium bidding for the project. A member of a consortium can neither bid for the work as an individual bidder nor as a member of any other consortium bidding for the project. All the bid documents shall be signed by the lead member as per the provisions of the RFP.

Change in composition of the consortium and withdrawal of members shall not be allowed at any stage of the RFP and contract period without prior written permission of the Bank.



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Eligibility Criteria (EC)

Sl. No.	Eligibility Criteria	Documents required
EC-1	<p>The bidder/members of consortium should be registered under Section 25 of Companies Act, 1956 and bidder/ consortium should be a standalone entity or Section company in which NBFC, banks, telecom companies and other corporate entities or its holding companies do not have equity holdings in excess of 10 %.</p> <p>And</p> <p>Bidder/ members of consortium should have been in operation for a period of at least 3 years in a related field as on date of RFP</p>	Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company). Any other relevant documents issued from competent authority of GOI
EC-2	<p>The bidder/lead member in case of a consortium should have minimum annual turnover of Rs. 50 Crores in each of the last three financial years.</p>	Copies of Audited Balance sheet and Profit & Loss A/c along-with a signed Certificate from Company's CA evidencing turnover for the financial years: 2019-20, 2020-21 and 2021-22
EC-3	<p>The bidder / members of consortium should have Positive Net worth in last three financial years</p>	Copies of Audited Balance sheet and Profit & Loss A/c along-with a signed Certificate from Company's CA evidencing Positive Net-worth for the financial years: 2019-20, 2020-21 and 2021-22. For Networth computation, investment in sister concerns will be deducted from paid up capital and reserve for all the bidders. Networth should be able to support project implementation and the financial liabilities and as such the outstanding Disputed Liabilities under statutory obligations & penalties for previous projects even if disputed shall be adjusted suitably.
EC-4	<p>The Bidder/ lead member in case of a consortium should have valid ISO 9000 series certification (preferably ISO 9001:2015) and valid ISO 27001 series certification (current version ISO 27001:2013) for information security management or equivalent recognized certification which is valid as on date of Bid submission.</p>	Bidder has to submit a copy of the respective certificate from the respective authority.
EC-5	<p>The Bidder/Consortium should have been working as Corporate Business Correspondent in any 2 scheduled commercial Banks in India for at least 3 years as on date of RFP where Bidder/Consortium should have at least deployed 5000 Business Correspondent Agents (BCA) as on 31.03.2022 covering minimum 15 states with satisfactory performance.</p>	Bidder should submit the certificate as per Annexure IIIA and details as per Annexure IIIB of the RFP along with proof of Document such as purchase order /certificate from clients.
EC-6	<p>The Bidder/ Consortium should have implemented and managed an End-to-End Financial Inclusion Gateway Solution (FIG) in at least one schedule commercial Bank in India having coverage of minimum 500 branches for at least 3 years.</p> <p>For this purpose, End-to-End Solution would mean</p>	Relevant experience letter as per Annexure IIIC and Purchase Order with the Bank's certificate confirming the successful execution.

Sl. No.	Eligibility Criteria	Documents required
	that bidder has deployed FIG Solution, BC Agents, Back Office Solution, POS Device /micro ATM/ Tablet and Kiosk Application; Integration with other applications and maintenance of the customized solution. The FIG should capture transactions in real time from the Device and updates to the Bank's CBS in real time & also carries out Biometric Authentication in the process.	
EC-7	The Bidder's Proposed Solution should be operational in at least one scheduled commercial Bank in India having coverage of minimum 500 branches and minimum 500 BC's at the time of submission of bid	Relevant experience letter and Purchase Order with the Bank's certificate confirming that product is operational in the Bank
EC-8	The proposed solution should be capable of managing Aadhar Pay Merchant On-Boarding and Payments	Self-Declaration from the OEM on the OEM's letter head.
EC-9	Bidder/ members of consortium should not have been blacklisted by any Govt. organizations/ PSU/ Public Sector Bank/ IBA/ RBI/ NHB as on date of RFP	Self-Declaration on bidder's letter head by the Authorized Signatory
EC-10	The Bidder/ members of consortium should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against Bidder/ members of consortium by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of Business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.
EC-11	The bidder/lead member in case of consortium should have Class 3 (both signing and Encryption) digital Certificate for Bid Submission	An undertaking in this regard is required to be given by the bidder.
EC-12	The Bidder/Consortium should be an Original Equipment Manufacturer (OEM) or authorized partner / authorized reseller/ supply of license of the Hardware / Solution and management support under warranty/ AMC. The Bidder/ consortium must be in position to provide support / maintenance / upgradation during the period of contract with the Bank and must be having back-to-back support from OEM.	Bidder, be it OEM or partner, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure XIII of this RFP.

Note: Bidder must comply with the above mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Attested photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

2.2 Cost of Tender

The tender document may also be downloaded from the Bank's official website <https://punjabandsindbank.co.in>. The bidder downloading the tender document from the website

is required to submit a non-refundable fee as mentioned in **Key-Information** in the form of Demand Draft in favor of PUNJAB & SIND BANK, payable at New Delhi, at the time of submission of the technical bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP. The softcopy will also be available at the Bank's authorized e-Tendering website: <https://psb.eproc.in> & on Govt Site (e-Publishing).

2.3 Language of the Bid

All correspondences and other documents pertaining to the RFP/contract shall be in English. The language of the bid response and any communication with the Bank must be in written English only. Only the supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

2.4 Authorized Signatory

The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign the Bid. The designated personnel should have POA/ Board Resolution clearly mentioning his / her authority to sign the bid on behalf on company be authorized by a senior official of the Organization having such authority to do so. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

2.5 Two Bid System

1. The bidder shall submit his response to the present tender separately in two parts – “**The Technical Bid**” and “**The Commercial Bid**”. Technical Bid will contain product specifications / response to functional and technical specifications whereas the Commercial bid contain the pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Bank. Those bidders satisfying the technical requirements as determined by the Bank in its absolute discretion shall be short-listed for opening their Sealed Commercial bid.
2. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
3. Bid documents shall be submitted in a Single sealed envelope, including Demand Draft towards cost of RFP, Bid Security (EMD) and other required documents as mentioned in the tender/ RFP document and a separate sealed envelope containing commercial Bid, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact detail etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the bidder's seal duly affixed with the signature of the authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

2.6 Formation of Bid

The Bid should be properly sealed and marked as “**Bid for RFP for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution**”, Tender Reference Number, Bidder's name and address. The bid should be submitted in paper copies -



hard bound in one set and online as well. The RFP response documents should be submitted in paper copies - hard bound in **one set** and **online** as well.

- i. The technical bid should be submitted in a single hard-bound file. No loose page should be submitted.
- ii. All pages of the Bid Document must be serially numbered, and each page must be manually/ physically signed by the authorized signatory and stamped by Bidder's Official seal. No document should contain photocopy/stamp of the Sign.
- iii. The Entire bid document must be signed by a Single Authorized Signatory Only. If Bank seeks any clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.
- iv. All Annexures must be on the letter head of the Bidder(s). All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be accepted).
- v. All third party documents must be signed by their authorized signatory and his/ her designation, Official E-mail ID and Mobile no. should also be evident.
- vi. All supporting documents must be submitted in readable form.

Both (Online and Offline) set of Bid Document should contain:

1. ENVELOPE – I: Eligibility Criteria:

Separate envelopes with superscriptions as “Eligibility Criteria” should be included within the overall Envelope. The Bidder should submit the following:

- a. DD for Tender Document Fees
- b. Earnest Money Deposit
- c. The sheet mentioning compliance/ non-compliance to all the eligibility criteria specifications with remarks and other requirements given in Annexure II Confirmation of Eligibility
- d. All the proofs required for eligibility criteria as mentioned in Confirmation of Eligibility
- e. POA clearly mentioning authority to sign the bid on behalf on company be authorized by a senior official of the Organization having such authority to do so. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. Undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

2. ENVELOPE – II: Technical Bid:

The Bidder should submit the following:

Technical Bid: Separate envelopes with superscriptions as “Technical Bid and Masked Commercial Bid” should be included within the Envelope II.

- a. Technical Bid
- b. Masked Commercial Bid

The Bidder should submit compliance to all the specifications with remarks and other requirements given in the Bid Document and Scope of Work. The Technical Bid should be complete in all respects and contain all information asked for, except commercial prices. The Technical Bid should include all items asked for in bid document.

The technical offer should contain a Masked Bill of Material. The Bidders should note that the **technical offer should not contain any price information**. The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure V) as per price schedule without the prices



(please put 'X' mark wherever prices are quoted) along with other bid documents for evaluation purpose. In addition to submitting the hard copies, the Bid Formats dully filled, supporting documents and bid documents should be submitted online.

3. ENVELOPE – III: Commercial Bid:

The Commercial Bid document should give all relevant price information and should not contradict the Technical Offer in any manner. Please note that if any envelope is found to contain both technical and commercial bid together, that bid will be rejected summarily.

a) Commercial Bid should be Containing the following documents:-

- Annexure V- Commercial Bid
- Clause deleted
- Annexure XV - Commercial Compliance Certificate

The three Envelopes (Envelopes-I, II and III) should be put together in an envelope to constitute one set. Each set should be packed in an envelope.

The proposal should be prepared in English in MS Word/Excel format. The details required in the Annexure shall also be enclosed. The Bank may reject any proposal not containing all the requirements called for in various Annexures.

The bidders who do not qualify as per eligibility criteria will not be considered for technical evaluation. The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria of bid. Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All Clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

The Technical Bid shall contain the following documents: -

S.No.	Documents
1	Tender Covering Letter as per Annexure I
2	Demand Draft towards Tender Fees
3	Eligibility Criteria Compliance as per Annexure II (please ensure that all related documents to Minimum Eligibility criteria have been attached)
4	Details of Past Performance as per Annexure III
5	Client Certificate w.r.t. CBC Experience as per Annexure IIIA
6	CBC Experience details as per Annexure IIIB
7	Client Certificate for FIG and Merchant Aadhar Pay Implementation as per Annexure IIIC
8	Bidder's Information as per Annexure IV
9	Another Sealed Envelope containing commercial Bid as per Annexure V duly labelled as "Commercial Bid Format" and Tender Reference No., Name of the Bidder(s).
10	Functional & Technical Specification Compliance as per Annexure VI
11	Undertaking for Non-Blacklisting / Non-Debarment of the bidder as per Annexure VII
12	Non-Disclosure Agreement (NDA) as per Annexure VIII
13	Bid Compliance Statement as per Annexure IX
14	Performa for the Bank Guarantee for Earnest Money Deposit (EMD) as per Annexure X
15	Format of Performance Bank Guarantee as per Annexure XI
16	Pre Contract Integrity Pact as per Annexure XII
17	Manufacturers' Authorization Form (MAF) as per Annexure XIII

S.No.	Documents
18	Clause deleted
19	Commercial Compliance Certificate as per Annexure XV
20	Central Minimum Wages Act & Labour Laws Compliance as per Annexure XVI
21	Prebid Query Format as per Annexure XVII
22	Power of Attorney on no judicial stamp paper of Rs. 100/ for authorizing official for signing the Bid.
23	Duly signed and stamped copy of RFP & Addendums/ Corrigendum to be submitted along with Technical Bid.
24	Any other document indicating the features of the products.
25	Copy of valid MSME/NSIC registration Certificate bearing Registration no.(If Applicable)
26	Declaration/ Certificate w.r.t restrictions on procurement from a Bidder(s) of a country which shares a land border with India
27	Check List For Bid Submission as per Annexure XVIII
28	In case of Consortium bidding, copy of joint-bidding/ inter-se Consortium Agreement and POA in favor of lead Member to conduct all business on members' behalf.

Note: All Claims made by the Bidder(s) will have to be backed by documentary evidence.

2.7 Submission of bids

The Bank expects the Bidder(s) to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required for submission of the RFP not substantially responsive to the RFP in every respect will be at the Bidders' risk and may result in the REJECTION of its response

A complete Bid with all supporting documents, duly sealed should be submitted, in person as well as electronically as mentioned in KEY-INFORMATION of this document, on or before the last Date and Time for bid submission at the address mentioned below. Kindly also note that hard Copy of Technical Bid will be received/ accepted only after successful submission of Bid electronically.

The Deputy General Manager – FI
Punjab & Sind Bank
5TH Floor, HO FI-UID Cell
21, Bank House,
Rajendra Place
New Delhi – 110008
Email: finuid@psb.co.in

Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted. Any bid received after the due date and time for receipts of bids as prescribed in the Key Information of the RFP will be rejected and returned unopened to the Bidder. Bids will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the specified date, time and place of bid opening. All bidders are advised to be present at the time of bid opening.

2.8 Cost of Preparation

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

- If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the bank guarantee/ forfeit the EMD.

- All communications, correspondence will be only to the prime bidder. Any partner/sub contractor has to communicate through the prime bidder only. The prime bidder will act as the single point of contact for the bank.
- Bank reserves it right to cancel the order even after placing the Purchase Order (PO), if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.

2.9 Late bids

Bank will not accept/ receive any bid after the due date and time (for receipt of bids as prescribed in this RFP) in any circumstances. **Bidders are advised to take a note of it.**

2.10 Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of the Technical Proposal of its Bid, Earnest Money Deposit (EMD). Non-submission of Earnest Money Deposit as mentioned in Key-Information will lead to outright rejection of the offer. The EMD is to be submitted in the shape of Financial Bank Guarantee from any Scheduled Commercial Bank other than Punjab & Sind Bank valid for minimum 180 Days from the last date of Bid Submission. No interest will be payable on the Bid Security amount. EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 30 days on submission of Performance Bank Guarantee. The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. Clause deleted
- d. In case of the successful Bidder, if the Bidder fails:
 - i. To honor submitted bid
 - ii. To sign the contract in line with the terms of the RFP
 - iii. To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.
 - iv. To adhere to the below timelines, in case of non-adherence of the below timelines bank reserves the right to invoke the Bank Guarantee
 - Submission PO acceptance – within 7 working days from date of PO issuance** by bank
 - Contract signing – within 30 days of PO acceptance

2.11 Performance Bank Guarantee

1. The Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 3% of the total contract value (inclusive of total BC Commission/Remuneration cost for 5 years) for entire duration of the contract with claim period of 12 (twelve) months, validity starting from the date of contract. The PBG shall be submitted within 30 days of the PO acceptance by the Bidder.
2. The PBG shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India (Other than Punjab & Sind Bank), acceptable to the Bank in the format provided in the RFP. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
3. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of



Attorney number and date of execution in his / her favor with authorization to sign the documents.

4. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
5. In the event of the Successful Bidder commits a material breach of the terms and conditions of the contract, Bank shall provide a cure period of 30 days and thereafter invoke the PBG.
6. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank shall provide a cure period of 30 days and thereafter invoke the PBG, if required.
7. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
8. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconception or misstatement.
9. The PBG may be discharged / returned by the Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.
10. If the Performance bank guarantee is not submitted within the stipulated time or within the timeline agreed beyond the stipulated timelines, the Bank reserves the right to cancel the order/contract and the Earnest Money Deposit (EMD) taken from the successful Bidder(s), shall be invoked.

2.12 Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the authorized person/(s) signing the Bid. Alterations in the bids, if any, made by the bidders should be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening of the Bids. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

2.13 Opening of bids

Technical Bid (hard copy) offer will be opened on the date and time mentioned in the RFP 'Key-Information' in the presence of the representatives of prospective Bidders having authorized letter on behalf of company to attend the opening of said bids. No separate intimation will be given in this regard.

2.14 Evaluation Process of the Bids

The Bank will evaluate the technical and techno functional response to the RFP of the Bidders who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation. Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be considered by the Bank for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be considered or further evaluation. During evaluation of the Bids, the Bank at its discretion may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.



The Commercial Bid of only technically qualified bidders will be opened on a later date subsequent to the technical evaluation. The Bank will notify the date and time for Commercial Bid Opening to the technically qualified bidders.

2.15 Preliminary Scrutiny

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation.
- d. Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
- e. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f. If a Bid is not responsive, it will be REJECTED by the Bank and may not subsequently be made responsive by the Bidder(s) by correction of the non-conformity.

2.15.1 Eligibility Criteria Evaluation (Mandatorily to be met by the bidders)

2.15.2 Technical Evaluation:

The technical bid submitted by the Bidder will be evaluated only if they fulfill the eligibility criteria. The technical bid evaluation will be done on a total score of 400. The proposal evaluation will be based on the evaluation matrix consisting of the following parameters.

	Evaluation Criteria	Maximum Marks	Minimum Marks	Passing percentage
1.	Functional Specifications	100	90	90%
2.	Technical Specifications	100	90	90%
3.	Bidder's Experience and Technical Presentation/ Product Demonstration	200	160	80%
		400	340	85%

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 340 marks or more will be declared technically qualified. The bidders scoring less than 340 marks (cut-off score) out of 400 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. Bidders should score minimum as mentioned in the above table. In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 85%, then the bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 75%. In case at-least two participants have not scored 75%, then the Bank reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of the Bank. Bank reserves the right to conduct reference site visit/ video conference/ voice call with the Client to substantiate the credentials/ copy of PO/ Contract copy/ sign-off submitted by Bidder and/ or OEM.

In case the input/ feedback received from the Customer/client is negative/ unsatisfactory, bank reserves the right to reject the Bid. If only one bidder qualifies, Bank at its discretion may select bidders with the top two technical scores for final evaluation process. Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies. Bank at its discretion may reject the proposal of the



Bidder without giving any reason whatsoever, if in Bank's opinion, the Solution Sizing/ Client feedback was not made appropriately as stipulated by Bidders shall submit proof of document for criteria detailed below. It shall be the responsibility of the bidders to submit relevant proof of document. Scoring shall be done based on the documents submitted along with the technical bid. The total marks scored in the technical evaluation shall be informed to the participating bidders. Decision of the Bank on evaluation of technical bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted. Bank shall disclose the only the individual technical scores obtained by bidders in the technical bid evaluation. The evaluation of technical proposals, among other things, will be based on the following:

S No	Technical Evaluation	Evaluation Methodology																																										
1.	Functional Specifications Max. Marks- 100 marks AND Technical Specifications Max. Marks- 100 marks	<p>The Bidder is required to submit the compliance for Functional Specifications. Bidders should score 90% in Compliance to Functional Specifications and 90% in Compliance to Technical Specifications (Annexure VI). Marks would be awarded as under and will be scaled down to a score of 100</p> <table border="1"> <thead> <tr> <th>Status</th> <th>Max Marks</th> </tr> </thead> <tbody> <tr> <td>Standard feature - Required features readily available and to be provided by the bidder (S)</td> <td>10</td> </tr> <tr> <td>Customization required - Bidder will provide the customization with the stipulated date as informed by Bank (C)</td> <td>5</td> </tr> <tr> <td>Blank, No or other than above response. The response to Functional and Technical as Blank or other than S OR C shall not be awarded any marks. However, the Bidder shall be required to provide all the specifications to the Bank as per RFP.</td> <td>0</td> </tr> </tbody> </table>	Status	Max Marks	Standard feature - Required features readily available and to be provided by the bidder (S)	10	Customization required - Bidder will provide the customization with the stipulated date as informed by Bank (C)	5	Blank, No or other than above response. The response to Functional and Technical as Blank or other than S OR C shall not be awarded any marks. However, the Bidder shall be required to provide all the specifications to the Bank as per RFP.	0																																		
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3.	Bidder's Experience and Technical Presentation/ Product Demonstration – Max Marks – 200 marks	<table border="1"> <thead> <tr> <th>S No</th> <th>Parameter (Position as on 30.09.2022)</th> <th>Criteria</th> <th>Marks</th> <th>Max Marks</th> <th>Bidders Marks</th> </tr> </thead> <tbody> <tr> <td rowspan="4">1.</td> <td rowspan="4">Experience as CBC in</td> <td>2 SCBs(Scheduled Commercial Banks)</td> <td>10</td> <td rowspan="4">25</td> <td rowspan="4"></td> </tr> <tr> <td>2 to 5 SCBs</td> <td>15</td> </tr> <tr> <td>> 5 SCBs</td> <td>20</td> </tr> <tr> <td>Out of which experience as CBC in at least 1 Public Sector Bank</td> <td>05</td> </tr> <tr> <td rowspan="3">2.</td> <td rowspan="3">BCA deployed by the CBCs in</td> <td>15 states</td> <td>10</td> <td rowspan="3">20</td> <td rowspan="3"></td> </tr> <tr> <td>16 to 20 states</td> <td>15</td> </tr> <tr> <td>>21 states</td> <td>20</td> </tr> <tr> <td rowspan="5">3.</td> <td rowspan="5">Number of active BCAs being managed by CBC</td> <td>5000</td> <td>10</td> <td rowspan="5">30</td> <td rowspan="5"></td> </tr> <tr> <td>5001 to 10000</td> <td>15</td> </tr> <tr> <td>10001 to 20000</td> <td>20</td> </tr> <tr> <td>>20000</td> <td>25</td> </tr> <tr> <td>out of which if minimum 500 BCs deployed in Public Sector</td> <td>05</td> </tr> </tbody> </table>	S No	Parameter (Position as on 30.09.2022)	Criteria	Marks	Max Marks	Bidders Marks	1.	Experience as CBC in	2 SCBs(Scheduled Commercial Banks)	10	25		2 to 5 SCBs	15	> 5 SCBs	20	Out of which experience as CBC in at least 1 Public Sector Bank	05	2.	BCA deployed by the CBCs in	15 states	10	20		16 to 20 states	15	>21 states	20	3.	Number of active BCAs being managed by CBC	5000	10	30		5001 to 10000	15	10001 to 20000	20	>20000	25	out of which if minimum 500 BCs deployed in Public Sector	05
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normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process

2.15.4 Commercial Evaluation

The envelope containing the commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in the RFP. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- If there is discrepancy between unit price and total price, the unit price shall prevail
- If there is a discrepancy in the total, the correct total shall be arrived at by Bank
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- All liability related to non-compliance of this Minimum Wages Requirement and any other law will be responsibility of the bidder.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Bank.
- The Bank shall not incur any liability to the affected Bidder on account of such rejection.
- The Bidder whose technical and commercial Bid is accepted after final evaluation will be referred to as "Selected Bidder" and the Bank will notify the same to the Selected Bidder.
- The final decision on the vendor will be taken by the Bank. The implementation of the project will commence upon successful negotiation of a contract between the Bank and the selected bidder based on the evaluation.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

Bid with the lowest price quoted shall be given a notional score of 100 and other bids shall be scored as per the following example:

Bidder details	Financial Bid Amount
A	1,30,000
B	1,20,000
C	1,00,000

Conversion of financial bid amount to score:

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
A	1,30,000	$100000/130000*100=76.92$
B	1,20,000	$100000/120000*100= 83.33$
C	1,00,000	$100000/100000*100 = 100.00$

The scores so obtained, shall be informed to the participating bidders.

2.15.5 Final Evaluation

a. For the purpose of award of contract, Technical Scores shall be given a weightage of 60% & Commercial Score shall be given a weightage of 40%. Based on the same, total weighted score shall be obtained. The formula to calculate the total weighted score is as follows:

Total Weighted Score: $\frac{\text{Total Technical Score} \times 60 + \text{Total Commercial Score} \times 40}{100}$

100

In the above example, the final scores shall be arrived as under:

Bidder Details	Technical Marks	Technical Score (Percentile)	Financial Bid Amount	Financial Score (Percentile)	Final Total Score
A	350	$(350/380)*100 = 92.10$	1,30,000	$100000/130000*100=76.92$	$((92.10*60)+(76.92*40))/100 =77.43$
B	380	$(380/380)*100= 100$	1,20,000	$100000/120000*100= 83.33$	$((100*60)+(83.33*40))/100 =93.33$
C	340	$(340/380)*100= 89.47$	1,00,000	$130000/130000*100 = 100$	$((89.47*60)+(100*40))/100 =84.45$

Hence, the offer of 'B' (being highest score) would be considered and the contract shall be awarded to 'B' at Rs 1,20,000 being the final price quoted by B

b. On the basis of combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H2, H3 etc.

c. Contract shall be awarded to the H1 Bidder or bidder with highest score. Bank may at its own discretion may invite H1 Bidder for further negotiations. In the event, two or more than two highest scoring bidders are awarded equal final scores, the bidder having the highest technical score shall be considered as the H1 bidder.

d. If for any reason H1 bidder backs out or the purchase order given to the H1 Bidder does not get executed in part / full, the Bank shall forfeit the EMD & invoke bank guarantee for delivery/performance and go for a retender.

2.16 Errors and omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details



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submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not.

- g. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- h. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

2.17 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on all the Bidders.

The bidder shall notify the Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. The Bank reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to The Bank.

2.18 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete. Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

2.19 Right to accept any Bid or to reject any or all Bids/cancellation of tendering process

PUNJAB & SIND BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive, and binding upon the Bidder(s). The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the Bidder(s) does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily REJECTED by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue, or cancel this RFP and all amendments will be advised to the Bidder(s) and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further, please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the Vendor.

2.20 Correction of Errors with respect to submission of Commercial Bid

Bidders are advised to exercise due care in entering the pricing figures. **No corrigenda or requests for prices to be corrected will be entertained after the bids are opened.** If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank,

there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.

- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.

The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding.

Based on the Bank's requirements as listed in this document, the Bidder(s) should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

During Tender process, if any event of conflict arises between the content of the Annexures submitted by Bidders and the main body of RFP, then the content of main RFP shall prevail/ applicable.

2.21 Bid validity period

Bids shall remain valid for 180 (One hundred and eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder(s) should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder(s) acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

2.22 Pre-bid meeting

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP in **Key-Information**.

For any clarification with respect to this RFP, the bidder may send an email to finuid@psb.co.in by last date of submission of queries as defined in **Key-Information** in this document. The format to be used for seeking clarification is mentioned in Annexure-XVII (Pre-bid Query Format). It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated above.

Only two authorized representatives of the bidders will be allowed to attend the pre bid meeting. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

The Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

The Bank will provide the reply to bidder's queries and will publish changes to the Tender document (if any) on Bank's website etc. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank. By responding to this tender document, the bidder is deemed to have accepted the terms & conditions as stated in this tender document

The Bank makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim by any bidder or if any potential Bidder makes in case of failure to understand the requirement and respond to the tender document. If there are conflicting points in this tender document, the Bank reserves the right to take a position on the conflicting issue which will be binding on the Bidder any time during the period of contract and no appeal will be entertained in this regard.



2.23 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in disqualification.

2.24 Award of contract

Following evaluation, a contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank.

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Deputy General Manager (FI) at the address given in this RFP.

2.25 Contract Period

The contract period will commence from the date of signing of the contract or 30 days from the date of acceptance of Purchase Order, whichever is earlier. All the timelines mentioned in the RFP will be applicable from the date of signing of contract however if the contract is not signed within a period of 30 days from the date of acceptance of the Purchase Order then the timelines will be applicable from 30th Day of acceptance of Purchase Order.

The term of the contract shall be for an initial period of 5 years (extendable in tranches of 1 year on sole discretion of the Bank). The rates quoted shall be valid up to five years from the date of entering into Rate Contract. The Bank can extend the AMC and ATS at mutually agreed rates on annual basis or part thereof (Bidder to share the relevant price references) for another 3 years. A proposal valid for a shorter period shall be rejected by the Bank as non-responsive.

2.26 Signing of Contract

The successful bidder(s) shall be required to enter into a contract with the Bank within thirty (30) days of the acceptance of PO. This contract shall be based on this RFP document (read with addendums/ Corrigendum/Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.

However, the terms and conditions of purchase order and RFP (read with addendums/ Corrigendum/Clarifications) shall constitute a binding contract till such a contract is issued.

2.27 Confidentiality of the Bid Document

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

2.28 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as Annexure-XII.

Signing of IP with Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.



Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra has been appointed as IEM (Independent External Monitor) for the bank.

IEM can be contacted at: -

1. Sh. Asha Ram Sihag, Email ID: arsihag@gmail.com, Mobile No: 9911558502
2. Sh. Aditya Prakash Mishra, Email ID: apmishra53@gmail.com, Mob No. 9560625666

2.29 Adherence to Terms & Conditions

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents such responses may be disqualified and may not be considered for the selection process.

2.30 Adherence to Laws and Standards

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract. Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.

2.31 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

2.32 Execution of Contract, SLA and NDA

The bidder and Bank should execute (a) Contract, which would include all the service and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and Non-disclosure Agreement (Annexure VIII). The bidder should execute the contract, SLA and NDA within 30 days of date of acceptance of the Purchase Order.

2.33 Prices And Taxes

- Prices shall be expressed in the Indian Rupees only up to 2 decimal places and shall not have any effect from variations / fluctuations of any other currency or tax structure. GST will be payable extra at the prevailing rates. TDS shall be deducted, if applicable, as per the rate applicable.
- The price charged by the bidder for the services performed to fulfil the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.
- Payment of all taxes i.e. GST (CGST/SGST /IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.
- The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
- No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Purchaser to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract. The prices, once offered, must remain firm and must

not be subject to escalation for any reason within the period of validity. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Bank or any new tax of like nature introduced by the government, payable by Bank, will also be paid by the Bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty. The Bank will not pay any out of pocket expense.

2.34 Payment Terms

No advance payment shall be made.

S No	Component	Payment term	Fee (%)
1	Hardware, Software / FIG Solution/ Application & their components	Delivery of the Hardware, software & its sub component and Submission of invoice with Proof of Delivery and other documents (after acceptance by the Bank or its nominated third party)	70%
		Successful installation and acceptance of the hardware, Software & its sub component by the PSB.	10%
		After complete solution implementation and sign-off by Bank	20%
2	Solution / Application Customization, Integration & Implementation Cost	Release of complete solution to production	70%
		After 3 months of go-live and sign-off	30%
3	Facilities Management (FM) Cost	The FM Cost shall commence after complete go-live of the solution/application. FM Cost would be paid Quarterly at the end of quarter.	
4	CBC Commission/Remuneration	Paid in actual on monthly arrears	
5	ATS & AMC Cost	Quarterly at the end of quarter on pro-rata basis, after warranty period	
6	Training Cost	100% of the training cost would be payable after successful completion of all the trainings	

- At all times bank would be paying only for the services/ application modules utilized by the bank or deployed in production. At no point, Bank would pay for the services/ modules that is not deployed for the Bank's use.
- The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/activities shall automatically result in delay of such corresponding payment.
- The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank The entire benefits /

advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty, etc. The bank will not pay any out of pocket expenses.

- The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 20 working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement. Any objection/ dispute to the amounts invoiced in the bill shall be raised by the bank within 15 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the bank will make payment within reasonable time (not exceeding 30 days) after the settlement of such disputes. However, any omission/ fact not known at that point of time, Bank shall have the right to raise the dispute at a later point of time. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.
- Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

2.35 Order Cancellation/ Termination of Contract

The Bank reserves the right to terminate the order/ contract of the selected Bidder(s) (after providing a cure period of 30 days and thereafter providing a 90 days' notice period) and recover expenditure incurred by the Bank on the following circumstances: -

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.
- b. The selected Bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- c. The selected Bidder goes into liquidation, voluntarily or otherwise.
- d. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e. If the selected Bidder fails to complete the assignment as per the time lines, SLA, Scope of Work, Technical and functional specifications etc prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- f. If deductions of account of liquidated damages exceeds more than 10% of the total contract value
- g. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- h. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the Bank guarantee under this contract.

After the award of the contract, if the selected bidder does not perform as per the SLA, terms, conditions and timelines as mentioned in RFP or delays execution of the contract, the Bank shall give a 30 days cure period. Thereafter, if the selected bidder does not perform as per the SLA, terms, conditions and timelines as mentioned in RFP or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank

incurs to carry out the bidding process and if any, here, escalation of bidding price for the execution of the balance of the contract to be borne by Bidder. However, this cost is capped to 10% of the contract value. This clause is applicable if for any reason the contract or a part of the Contract is cancelled.

In addition to the above, the Bank reserves the right to blacklist the vendor for non- performance and/or forfeit the Security Deposit/ PBG accordingly.

In case of termination of the contract, the Bidder(s) shall be paid for all the services/ products provided by the Bidder(s) until the date of termination after deducting any penalties, Liquidated damages and/or invoking PBG as the case may be. In the event of termination by the Bank, the Bidder(s) shall be paid for the following services till the date of termination:

1. Goods delivered
2. Services rendered
3. Unpaid AMCs and ATS

CONSEQUENCES OF TERMINATION

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], The Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Bidder herein shall be obliged to provide all such assistance in transition to the next successor Bidder or any other person as may be required and as the Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of the Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity (Format whereof to be supplied by the Bank) and pursue such other rights and/or remedies that may be available to the Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

Termination/Removal /Suspension of BCAs shall be as per agreement between CBC and BCA. Due process of removal/ suspension/ termination of BCA to be adopted by CBC (as per Bank's policy) on account of following after confirming that suitable notice/ letter/ warning was given to the BCA by CBC.

2.36 Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected Bidder(s) to accept the contract / purchase order and furnish the

Performance Guarantee within 30 days of receipt of purchase Order;

- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder(s).

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder(s) at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder(s) will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder(s) shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder(s) to the Bank or its designee to ensure smooth handover and transition of Bank's deliverables, maintenance and facility management. The Bidder(s)/vendor shall hand-over the archived data to Bank/new service provider in usable format.

2.37 Termination for Insolvency

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.38 Corrupt and Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

2.39 Dispute Resolution Mechanism

The Bidder and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- II. The matter will be referred for negotiation between Competent Authority of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- III. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- IV. The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- V. The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- VI. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding

the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

- VII. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

The contract shall be governed by and interpreted in accordance with Indian law.

2.40 Jurisdiction

The jurisdiction of the courts shall be in New Delhi/ Delhi. The RFP/Contract shall be governed and interpreted in accordance with laws in India. Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office (Delhi) of the Bank falls.

2.41 Notices

Any notice given by one party to the other pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgment thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver. In case of email, Notices shall be sent by certified or registered mail with acknowledgement due on receipt.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.42 Contract Agreements

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

2.43 Authorized Signatory for signing of contract

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

2.44 Collusive Conduct

Bidders and their officers, employees, agents and advisers must not engage in any collusion, anti – competitive conduct or any other similar conduct with any other bidder or any other person in

relation to the preparation or lodging of responses. By submitting a signed proposal, the bidder certifies that:

1. It has arrived at the prices in its proposal without agreement or discussion with any other bidder of this RFP for the purpose of restricting competition.
2. The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.

2.45 Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, epidemics, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.

2.46 Confidentiality

The selected vendor acknowledges that at all times, all material information which has or will come into its possession or knowledge in connection with this RFP/Contract or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to BANK. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement can be fully satisfied.

BCA Operations: The BCA/ CBC to keep all information acquired as confidential during the tenor of CBC/ BCA even after a BCA/CBC is removed/terminated/resigns. Following measures shall be taken to protect confidentiality and secrecy of customer information.

- Access to the customer information by the BCA/CBC shall be limited to specified fields required to perform the outsourced function.
- The Bank shall have the right to review and monitor the practices and control processes of the BCA on a regular basis.
- The minor breaches, if any shall be brought to the notice of the Bank for immediate correction. Any major breach shall make the BCA liable for termination of the agreement and payment of penalty.
- Any loss/damage caused to the customer due to breach of confidentiality/secrecy by the BCA may render the Bank liable for damages and the Bank will be authorized to recover the loss/take appropriate action against the CBC/BCA.

2.47 Use of Contract Documents and Execution

The bidder shall not, without Bank's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document, other than the Contract itself, shall remain the property of the Bank and all copies thereof shall be returned to the Bank on termination of the Contract.

The bidder shall not, without Bank's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

2.48 Ownership And Retention Of Documents

The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of The Bank/ Purchaser, store, copy, distribute or retain any such Documents.

The selected Bidder shall preserve all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of The Bank /Purchaser in this regard.

2.49 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank. However, in case of merger / acquisition / corporate restructuring, the resultant Entity expressly assuming all rights and liabilities under this contract, supported by board resolution, will be accepted by the Bank.

2.50 Subcontracting

The bidder shall not subcontract or permit anyone other than its personnel except the OEM resources to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank. All the resources deployed by the bidder should be on the payroll of the bidder or the OEM. The subcontracting under the agreement is permitted to the extent of engaging sub-agencies/ sub-contractors/ BCAs for facilitating Corporate BC arrangement for the Bank wherein the bidder shall be completely held responsible for the act or omission of such sub-contractors and Bank shall have direct recourse

under this RFP to the bidder as per the extant provisions for the acts & omission conducted by such sub-contractors. The Bidder shall submit the details of such sub-agencies/ sub-contractors/BCAs to the Bank and obtain mandate from the Bank before deploying BCs. The deployment, changes and removal of BCAs shall be as per Bank's policy.

Bidder shall be the single point of contact and solely responsible for the supply, installation, implementation, integration, support and maintenance for the entire project that includes the hardware, software and services offered by the other Sub- Contracting members. However, Bidder will be solely responsible for ensuring adherence to the Service Levels, terms & condition and Service Quality for each of the deliverables executed by bidder and its sub-contractor(s). Bidder shall not sub-contract for any part of the RFP scope other than the activities of the BCAs.

2.51 Supply of software

The bidder shall supply the software & licenses for the proposed solution required for successfully operationalizing the solution proposed in the bid.

All software envisaged is required to be on-premises software licensed to the Bank. The bidder should provide enterprise wide, perpetual licenses for the proposed application. The software supplied must be the latest version of the software supplied by the OEM. Beta versions of any software shall not be accepted. The offered solution must cover all the functionalities mentioned in the Functional & Technical requirements and SLA within stipulated timelines. The bidder must consider the disaster recovery environment while proposing the software licenses. The successful bidder should provide comprehensive warranty and ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP.

2.52 Supply of infrastructure

Bidder is required to size, supply, design, commission and maintain hardware, OS, devices etc. as well as all software required for the proposed applications that should be as per the contract duration mentioned in RFP document for all environments, i.e. DC, DR, Test/Development/Training. Bank will not provide any hardware. Each and every component required to run the proposed solution has to be provided by Bidder only. The Bidder shall confirm/ certify that the hardware offered by them for FI Gateway Solution should be adequate to fulfil Bank' requirement as defined in the RFP. Bidder will provide detailed tabular description (illustrated below) of all the supplied infrastructure. Wherever applicable, the bidder should also get the confirmation from the FI Gateway Solution's OEM / OSD vendors regarding hardware sizing proposed.

Hardware & Software for Primary and DR Site

Hardware - Item Type – Web/App/DB/UAT Server/Storage/ Network Switch/ Tape Library etc

Sr No	Component	Specifications	Qty	Remarks
1	Make & Model			
2	Chipset			
3	Processor cores			
4	Operating System			

5	Other Specifications			
6	Other Specifications			

Software - Item Type – OS/Middleware/ Load Balancer/ FI Solution/ Application/backup-archival Solution/ SLA tool/ other softwares etc

Sr No	Name	Version	Licence Qty	Product Code	Remarks if any
1.	Specify				
2.	Specify			

1. **Database:** Bank already have Oracle Database agreement (ULA) with Oracle. Hence Bank will prefer the proposed solution with Oracle Database with latest version. Bank will provide the necessary Oracle License to the vendor. However installation, operation and day to day management of Database will be bidder's responsibility

Details of Oracle ULA licenses:

SI No	Program Description	License Metric	Quantity
1	Oracle Database Enterprise Edition	Processor	Unlimited
2	Oracle Real Application Clusters	Processor	Unlimited
3	Oracle Partitioning	Processor	Unlimited
4	Oracle Diagnostics pack	Processor	Unlimited
5	Oracle Tuning pack	Processor	Unlimited
6	Oracle Weblogic Suite	Processor	Unlimited
7	Oracle Advanced Security	Processor	Unlimited
8	Oracle Data Masking and subsetting pack	Processor	Unlimited
9	Oracle Advanced Data Guard	Processor	Unlimited

2. **Bidder should consider high availability (active-active) architecture at primary DC and DR.** Production servers should be in High availability (either active-active or active-passive) and each node should be on physically separate hardware. All the servers proposed shall have dual power supplies. In case of failure of one power supply, the second power supply should be able to take the full load without causing any disruption of services. Bidder should propose infrastructure with requisite and adequate redundancy.
3. **Storage:** Bidder need to Provide Storage as per their sizing for DC, DR and UAT/ Training environment. Bidder has to consider redundancy at hardware level. No production component should be single point of failure. UAT environment has to be provided at DC only.
4. **Backup, archiving and restoration** Backup, archiving and restoration will also be responsibility of the Bidder hence Bidder should include the backup solution (either inbuilt or third party tool) in their proposal. Bidder has to consider at least Yearly full, Monthly full, weekly full backup and daily incremental backup of data with a long term retention of 10 years. However, Bidder has freedom to propose the backup approach with better RTO and RPO. Also in future, if any guidelines received from RBI, Finance Ministry or any other controlling authority for changes in data backup then bidder has to implement it without any additional cost, hence bidder is required to consider the same in their proposal.

5. Other Requirements

- Proposed servers should have latest generation Intel Xeon or AMD EPYC processors.
 - Proposed storage disks should be at least SSD.
 - Network switches (TOR) should be included in the proposal by Bidder. Bank is using Cisco ACI and SDWAN hence bidder to propose the compatible switches.
 - Database servers should be on separate hardware.
 - All required OS or application or any other licenses required to run the solution should be included in proposal by Bidder.
 - Bidder has to propose either latest or 'n-1' version of the OS or software.
 - No freeware is allowed in Bank's IT environment hence bidder needs to consider the same.
 - DR Production hardware should be a replica of DC.
 - Data should be replicated from DC to DR. Bidder can choose the replication mechanism from DC to DR. e.g.: Oracle ODG or Storage based replication. (For Database, DB based i.e.: ODG is preferred by Bank.)
 - Hardware/Software that will not become End of Sale within 24 months of Supply and End of Support/End of Life during the period of Contract.
-
- All hardware and system software components required for the project, must be included in the bill of Material of the Bidder. In case, Bidder fails to do so, and the project demands additional components at a later stage, then Bidder will have to provide additional components at no additional cost to the bank.
 - Hardware sizing should confirm to functional and technical requirements, transaction volume, Service Levels as defined in the RFP and regulatory & statutory directions. In the event that the proposed sizing is not able to meet the performance standards specified in the RFP, at the time of go live, the successful bidder will be required to augment/ upgrade the hardware & software components in the solution to ensure that the performance requirements are met. The additional hardware equipment & software shall be provided by the successful bidder at no extra cost to Bank. The bidder should consider security requirements such as biometrics to ensure improved security. The bidder is required to factor in facility management for IT Infrastructure at DC & DRC during the tenure of the contract.
 - If the make and model proposed by Bidder do not comply with functional and technical specification for the project, Bidder would be deemed to not meeting the functional and technical requirements. Hence, may be disqualified during technical bid evaluation, at the discretion of the bank.
 - **OEM Recommendation:** The bidder shall submit an OEM recommendation letter (along with bid) confirming the sufficiency/ sizing of all deliverables like- hardware, software (including licenses), services, and other tools etc. supplied by the bidder for the project as per the scope of the RFP. Hardware intended to be sized by the bidder for porting the Solution should be able to process the peak level transactions projected at the end of 5th year at any point of time seamlessly and adhere to the hardware utilization parameters mentioned in this document. The bidder as part of the bid should submit the sizing certificate of the Solution on the bid hardware for the proposed Application from OEM.
 - Bidder shall **give an undertaking on letter head** confirming that the proposed solution/ hardware/ software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done)

Delivery, Installation and maintenance:

1. Bidder is responsible for supply and delivery, transportation, transit insurance, installation and implementation of IT infrastructure at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
2. Bidder is required to factor the extended transit insurance till the acceptance of the equipment(s) / component(s) by the bank.
3. Bidder is responsible for migration of existing Financial Inclusion and Bhim Aadhar Pay data from the existing IT Infrastructure to the newly implemented Solution.
4. Any delay in installation of hardware for reasons attributable to the Bidder should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation and acceptance of the hardware and other equipment by the Bank.
5. Bidder shall be responsible for installation and commissioning and other related activities such as unpacking, uncrating, inspection, stacking, racking, assembling etc.
6. During the installation, bidder shall check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / are damaged etc., Bidder shall take immediate steps and ensure all the items are delivered as per the BOM, so that the installation is not hampered or eventually delayed. Bidder shall have to arrange for all equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.
7. In case damage of the property owned / leased by the Bank during storage delivery and installation which is attributable to Bidder, Bidder has to replace the damaged property at it' own cost.
8. Bidder shall ensure compatibility of the hardware, software and other equipment that they supply with the hardware and software systems being used in the bank.
9. Bidder shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by bidder.
10. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, at regular intervals (Half Yearly Basis or as and when required) to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
11. Bidder is required to deploy qualified maintenance engineers who are familiar with the equipment shall perform all repairs and maintenance service described herein.
12. The Bidder shall maintain a record each event of failure and / or malfunction of the equipment. Bidder's engineer shall enter the details of the action taken in such register.
13. Additionally, every time a preventive or corrective maintenance is carried out, Bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. This register shall be validated with EMS automated event and incident capture mechanism.
14. Bidder shall provide interim replacement arrangement of equipment, if any equipment is required to be taken out of the premises for repairs.
15. Bidder is required to provide On-site resident Engineer support during the tenure of contract for monitoring, configuration, performance tuning etc. & the OEM support be made available at call during the tenure of the contract.
16. Bidder is required to migrate data from Bank's existing System(s) to newly implemented System(s) and cut over the Host Servers that access the data according to the agreed schedule in the Migration Plan.
17. Bidder is required to provide knowledge transfer to Bank throughout delivery of the Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's Target Systems(s).
18. Bidder is required to provide the complete documentation including technical, operations, user manual, etc. Following documents should be delivered by the bidder to the Bank including user

manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, technical specification, system configuration documents, debugging / diagnostics documents etc. y. The hardware / software packages to be offered should be legally valid, licensed and with latest version along with the complete set of manuals along with the media.

2.53 Warranty

Hardware: The offer must include a minimum comprehensive on-site free warranty of 3 years from the date of installation and acceptance of hardware by the Bank including all parts and labour. No parts, accessories of the systems should be excluded from such warranty. Also the offer includes AMC of 2 years from expiry of the warranty period. During the AMC period, the services rendered by the bidder should be the same as those extended during the Warranty period. All the hardware to be delivered for the Project should be sized at 70% CPU and RAM peak utilization.

Software: All software updates/upgrades during the period of contract have to be provided at no cost to the Bank. All technical support issues related to software like bugs, problems with the product software causing the service disruptions have to be attended as per the SLA terms mentioned in this RFP. It is responsibility of the bidder/ OEM that the software solution shall function at satisfactory level during the period of contract. All software supplied will carry warranty including Patches and software/product/solution updates and upgrades for 5 years.

- Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender.
- Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty and AMC period.
- During the warranty period of contract bidder shall maintain the systems and repair/replace at the installed site, at no charge to the Bank, all defective components that are brought to the Bidder's notice.
- The Bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for performance once in a calendar quarter and should maintain proper records of the same.
- As far as possible, the equipment should be repaired at site and where the equipment is taken for repairs outside the Bank, a substitute of the similar or higher configuration/ capacity equipment should be provided and data should be transferred to the substitute machine besides creating back-up.
- The selected bidder shall deploy latest version of all software/ hardware/ licenses/ solutions/ devices for the Project.
- The selected bidder shall be liable for not meeting security standards and/or cyber security aspect for Solution.

2.54 Facility Management, Annual Maintenance Contract(AMC)/Annual Technical Support(ATS)

- a) **Facility Management:** Bidder will be the single point of contact and responsible for Facilities Management service during the entire contract period. It is the responsibility of the Bidder to rightly deploy the resources to meet the SLAs. For all the solutions provided by Bidder Successful Bidder has to deploy three (3) resources (on all days including Bank holidays) for end to end maintenance of the solution as per scope of the RFP on 24*7*365 basis. Bank will arrange the necessary infrastructure. The resources should also be able to provide Quality Assurance Service for any changes in the system. Selected bidder shall be liable to provide alternate resources if the members of the proposed team are deemed unqualified to handle the support. The bidder shall

- OS Management, Database Management, Server Management / Maintenance services, health checkup, performance management and trouble shooting.
- Compliance with Bank policies.
- File / system / application access management
- Monitor hardware and software during in-scope service hour
- A detailed report consisting of Actual Uptime, Actual Downtime, Recovery Point Actual (RPA), Recovery Time Actual (RTA) etc. will be maintained on daily/monthly/quarterly/yearly basis & provided by bidder
- The bidder will provide required support during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc. to the Bank. Bidders shall provide closure / compliance of the audit findings on priority in the offered solution/setup within the stipulated timelines at no additional cost to the Bank.
- Backup File Retention (Creating backup schedule, Performing backups and restoring files, Storing and Re-Store backups, Bidder should take backups for the entire period of FM)
- Backup and Restore Management Services – Identify/Follow the data backup technique which best suits the needs of the bank for each application / servers, Install, configure, test and manage tools that is required for data backup and recovery, Restore data to the database, as appropriate while ensuring that there is no loss of information / data, development of procedures and templates. Conducting restoration drills, recording the results and reporting the results to the bank, Execute backup and recovery procedure, Restore required files and data sets, Performing mock system failure and then data restoration drills on periodic basis)
- Software License Management
- Database Administration activities for Database
- Hardware Configuration Management
- Software Maintenance and Support Services during Warranty
- Update/ Upgrade/ New Release/ New Version
- Software Support
- Application Management, Transaction Monitoring,

b) **Annual Maintenance Contract (AMC)/ Annual Technical Support (ATS):** The Bidder will be single point of contact and responsible for AMC, ATS, guarantees & warranties for all, components, hardware, software, etc. The vendor is required to quote for post warranty AMC / ATS charges for 2 years (hardware) / 4 years (Software). This rate shall remain unchanged for total AMC / ATS period. During the AMC/ATS period, the vendor shall provide technical / maintenance support for the software/hardware/other-suits supplied as envisaged in the RFP.

- The AMC hardware shall begin post completion of warranty.
- ATS for Software/ Application shall begin post completion of Warranty
- AMC/ATS for subsequent period shall be on mutually agreed rate.
- The Bank reserves the right to terminate the comprehensive AMC by issuing one month's notice to the concerned vendor(s), if the services rendered by the vendor(s) are found dissatisfactory. In that case, the vendor(s) will refund the proportionate amount of AMC for the rest of the period of the AMC, if any.

During the entire AMC / ATS period the vendor shall:

- Make the changes, customizations, development, testing, go-live etc with no extra cost to the Bank for any regulatory & statutory requirements (RBI/ NPCI/ DFS/ MOF/ GOI/ UIDAI/ STQC/ Other regulatory/statutory bodies etc. as well as to updated PCI-DSS / PA-DSS security guidelines.
- Update/upgrade/enhance the software and shall also provide all new versions released with no extra cost.

- Selected Bidder shall raise change request cost (as per Man days) during this period except point (a) & (b) above. The bidder is expected to submit its Man day rate in the commercial.
- The vendor shall give firm commitment to provide maintenance at the price quoted from the date of expiry of warranty. The Bank will not permit any changes in AMC/ATS rates, quoted by the vendor. The AMC/ATS rate quoted should be inclusive of all the taxes other than GST.
- During the AMC period the vendor should update/upgrade the software and also provide any new versions released as part of Annual Maintenance Contract. The vendor undertakes and guarantees on Response time to errors and SLA during the period of warranty and AMC with the Bank is in force. However Bank will have option to avail direct support from OEM for the AMC and may not avail the AMC services of bidder

Inter-working of Equipment/Hardware, Software & Services

The bidder must integrate all the hardware, software components supplied by him with existing or to be supplied hardware, software components to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same. Under no circumstances will a problem/fault be blamed on the application software/ other systems without sufficient cause and justification.

The bidder must also take necessary steps to install all the software components supplied by him on the hardware and software supplied. Moreover, any relevant software patches that are required to be applied to the system software to make it compatible with supplied hardware / software must be identified and installed from time to time during the warranty and AMC period.

2.55 Data Migration

Bidder should ensure the smooth migration of complete data setup of existing FI solution and transition from Bank's existing FI solution to proposed end to end FI solution without any extra cost to the Bank within agreed timeframe as per Bidder's Migration Plan. Current DB size is approx. 300GB. However, this will change in future hence bidder has to consider it.

For the purpose of this RFP, Bidders is also required to submit a detailed Migration Approach document as part of the Technical Bid detailing out the following:

- I. Overall Migration Plan
- II. Migration Approach including but not limited to Transaction Data, Profile & Policy data comprising of User Credentials etc.
- III. Schedule of Migration for each activity/ application
- IV. Fall back/ roll back plan in case of any Disaster. In case of fall Back/Roll Back required in the event of unsuccessful migration/issues in the migrated application(s), the bidder is required to roll back/fall back to the previously stable version/platform/framework (reverse migration) at no additional cost to the Bank. If reverse migration is required, Bidder is required to obtain approval/confirmation from the bank.
- V. Dependencies/ Preparation/ Readiness required from the Bank
- VI. Bidder is required to perform the following task, but not limited to:
 - Performing data mapping exercise between the existing solutions Vs new Solution
 - Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity
 - Performing data cleansing and removing data insufficiency while migrating to the proposed applications

2.56 Acceptance Testing

The Bank shall conduct free of cost “Acceptance Testing” for the Solution for the purpose of ensuring that all the functionalities and technical requirements as requested for by the Bank are available and are functioning accurately. The Bidder will convey to the Bank that all the implementation, customizations that are required to “Go Live” are completed and the solution is ready for testing.

The Bidder is expected to provide for the requisite test and development infrastructure including hardware, software, operating system etc. for all applications being offered by the bidder. The Bidder has to ensure that all requirements for the test environment like storage, compute environment, etc. for the applications are taken into account. The Bank plans to use the testing environment throughout the period of the contract.

Any deviations/discrepancies/errors/gaps observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve/rectify them immediately or within the acceptance testing approach and guidelines formulated between the Bidder and the Bank at no extra cost to the Bank. The resolution timelines will be completely aligned to the project timeline of this RFP.

The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/testing phase.

The Bidder will be responsible for providing and updating system & user documentation as per the modifications.

The bidder shall provide all test cases to the Bank. Bidder shall perform System Integration testing, Unit Testing, Module testing etc. The bidder’s Quality Assurance team will first confirm the testing and thereafter, Acceptance Testing shall be conducted by the Bank.

2.57 Insurance

The equipment (software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained for an amount equal to 100% of the invoiced value of the goods on all risks basis. The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to Bank. The successful bidder shall ensure that the insurance policy is in force and make necessary arrangement for renewal of the policy whenever required.

Should any loss or damage occur, the selected Bidder shall:

- i. initiate and pursue claim till settlement; and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters. The Bidder shall not hold the Bank responsible for rejection of the insurance claims of the Vendor by the insurer.

The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations hereunder, and the Bidder's liability to the Bank shall not be limited to the amount of coverage required hereunder. All the disputes arising out of or in connection with the agreement shall be deemed to have arisen in Delhi. Only the courts/s in Delhi shall have the jurisdiction to determine the same to the exclusion of all other courts’.



2.58 Liquidated Damages

The Bank will consider the inability of the bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/services) by the bidder. Installation will be treated as incomplete in one / all of the following situations:

1. Non-delivery of any component or other services mentioned in the order
2. Non-delivery of supporting documentation
3. Delivery / availability, but no installation of the components and/or software
4. No integration / Incomplete Integration
5. Non-Completion of Transition within suggested timeline
6. System operational, but not as per SLA, Timelines and scope of the RFP

Bank may at its option demand and recover from the Successful Bidder(s) an amount of INR 20,000 per day for delay in delivery, subject to a maximum of 10% of the overall contract value. Once the maximum is reached, the Bank may consider termination of the contract.

Bank may at its option demand and recover from the Successful Bidder(s) an amount of INR 25,000 per day for delay in Installation and Implementation respectively, subject to no impact on overall Project Timelines for respective solution(s). In case, the delay affects the overall project timeline for respective solution(s), then bank may demand and recover from the Successful Bidder(s) an amount of 1 (one) percent of the affected solution cost for every week of delay in Installation & Implementation beyond overall project timeline for that respective solution(s).

Once the maximum is reached, the Bank may exercise its discretion to consider the right for termination of the contract.

Similarly for delay in Services, subject to a maximum of 10% of the overall contract value, the Bank may at its option demand and recover from the Vendor(s) an amount equivalent to 1 (one) percent of the affected services for every week of delay or part thereof.

Further, the Bank also reserves the right to cancel the order and invoke the Performance Bank Guarantee in case of inordinate delays in the delivery/ installation of the equipment. Bank shall provide a cure period of 30 days and thereafter foreclose the performance bank guarantee without any notice. In the event of the Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Performance Bank Guarantee shall be extended by further period as required by the Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event, the Bank, however, reserves its right to foreclose the bank guarantee. For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value. Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion.

2.59 Indemnity

The supplier/bidder shall indemnify the Bank against all third party claims of infringement of Intellectual Property, patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

1. Bidder should ensure that the hardware/Solution delivered to the Bank are licensed and legally obtained with the valid documentation made available to the Bank
2. The bidder's liability in case of claims against the Bank resulting from willful misconduct of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual property rights or breach of confidentiality (excluding liability for personal sensitive data), shall be unlimited. The bidder, subject to being notified within 30 days of such claims and shall have full rights to defend itself therefrom. Subject to the above, if the Bank is required to pay compensation to a third-party resulting from such infringement, the Bidder will bear all court awarded damages/ expenses including legal fees, as awarded by the Court.
In no event shall either party be liable to the other for any indirect, incidental or consequential damages or liability, loss of profits or goodwill, revenue, and anticipated savings. Gross Negligence means serious disregard which involves an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Wilful Misconduct means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.
3. The Bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which the Bank may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.
4. To mitigate the financial loss on act of omissions, commissions, frauds, embezzlement of funds, or any act of financial misconduct of selected Bidder/ CBC/ BCAs, Bank shall have a recovery mechanism from the CBCs through imposition of General Indemnity & Liability Clause in the agreement. Bidder/CBCs shall agree and shall keep the Bank indemnified against claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in services rendered by Bidder/CBC/BCAs or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of CBCs or their BCAs. CBCs shall be liable under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents, representatives and/or sub-contractors) in the performance of the Services under the Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/or transactions.
5. The bidder is responsible for managing the activities of its personnel or the personnel of its consortium partners and will be accountable for both. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by BIDDER and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the BIDDER, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of BIDDER shall be paid by BIDDER alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of BIDDER's employee, agents, contractors, and subcontractors. The BIDDER agrees to hold the Bank, their successors, Assigns and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

2.60 Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

2.61 Intellectual Property Indemnity & Indemnity against Misuse Of License

The selected vendor has to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract. The selected vendor shall have to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract

2.62 Limitation of Liability

The Vendor's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract or otherwise), shall be at actuals and limited to the overall contract value for 5 years. The Vendor's liability in case of claims against Bank resulting from wilful misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations, performance of unmandated transactions by the system tc shall be unlimited.

In no event shall either party be liable to the other for any indirect, incidental or consequential damages or liability, loss of profits, revenue, and anticipated savings.

Gross Negligence means serious disregard to an obvious risk. Willful Misconduct means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.

2.63 Legal Compliance

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder.



2.64 Conflict of Interest

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

2.65 Right to Alter Quantities

Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to delete one or more items from the list of items specified in the RFP. The bidder agrees that the Bank has +/- 10% limit on the additions or deletions on the items for the period of the contract. Further the bidder agrees that the prices quoted by the bidder would be adjusted on pro rata basis with such additions or deletions in quantities.

2.66 Audits

Bank reserves the right to inspect and/or conduct audit at the bidder's site of any procedures, services and functionality offered by the selected vendor under this agreement/ RFP. Bank will undertake audits by itself or through its designated company for audits on regular basis to audit the procedures, services and functionality for conformance as per this agreement. Vendor undertakes to take all necessary steps, at no additional costs to Bank, to rectify any non-conformance items as indicated by the auditors within a mutually agreed timeline.

Selected Bidder/ Corporate Business Correspondent (CBC) to specifically agree that their BCAs shall maintain all records, accounts including registers / documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents etc. Their BCAs shall account for all the monies received and paid by the BCAs to the Customers.

Bidder shall ensure that their BCAs or its employees specifically agree that the Bank shall be entitled to inspect and audit the records maintained by their BCA through its officers/employees or agents / auditors as may be decided by the Bank at its sole discretion and bidder shall ensure and undertake that their BCAs to promptly produce all records and information for the purposes of inspection and audit. Their BCAs shall provide access, to the Officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of any audit report, review reports and findings made on their BCAs in connection with the services performed by their BCAs for the Bank through their respective CBC/SPs.

Further, bidder/ CBC / BCAs specifically agree that it shall allow access to Reserve Bank of India (RBI) or persons authorized by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by their BCAs within a reasonable time. The persons authorized by RBI shall have right to obtain copies of the records, information etc. in possession of their bidder/ BCAs. Bidder/CBC further agree that in case access is not allowed to the persons authorized by RBI for the purposes of inspection which results in imposition of supervisory fees by RBI or any other agency upon the Bank, and the Bank is required to pay such supervisory fees to RBI, Bidder/ CBC shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI or any other agency. Bidder / CBC or its agents, as the case may be, shall bear all expenses / costs & charges in connection with the inspection and audit either conducted by the Bank or by RBI. Bidder/ CBC on behalf of their BCAs specifically agree that the Bank has full right to monitor and assess the performance of services by bidder/CBC and their BCAs and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the Bank shall instruct the bidder/CBC in writing and bidder/CBC agree to rectify the deficiencies or to ensure compliance of the instructions of the Bank

2.67 Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

2.68 Risk & Title

The risk, title and ownership of the goods supplied under this contract shall be transferred on to the Bank on delivery of goods at the site.

2.69 Security

Security for all solution(s), application(s), software(s), hardware/ networking component(s) and security component(s) that the bidder provides as part of the requirements of this RFP, the bidder is requested to ensure that adequate controls and governance are implemented. Audit trail and logs of the corresponding solution and/or application and/or software and/or hardware and/or networking components and/or security components must be logged, reported, monitored and made available to the bank for further analysis. The transfer of audit trail and logs, of the in-scope components mentioned above, to Bank's Security Operations Center or to Bank's custodian, may be fulfilled on real time basis or store & forward basis, as decided by the bank.

Further, Bidders are liable for not meeting the security standards or desired security aspects of all Bidder's proposed ICT resources as per Bank's IT / Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank, subject to a maximum of Total Contract Value.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners. Vendor's criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

2.70 Conditions w.r.t land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIT)
- II. Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or

- b. A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above IV. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
7. Declaration/ Certificate w.r.t restrictions on procurement from a Bidder(s) of a country which shares a land border with India as per Eligibility Criteria.
8. The bidder is required to submit evidence of valid registration with the Competent Authority

3 SCOPE OF WORK

Disclaimer: The Scope of work as given in this document is based on the best practices gathered from similar solutions that are in use in different Banks. It is clarified that this Scope of Work is indicative and is not comprehensive or inclusive of finer details which shall be determined and communicated to the selected bidder as part of SLA.

Scope of Work

The Bank requires empanelment of **Corporate Business Correspondent and implementation of End-to end Financial Inclusion Gateway Solution (read with Merchant Aadhar Pay Solution)**. This is an end to end project and all the items required for making the solution operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document and a detailed design document needs to be submitted as part of the bid. The overview of the scope of work is as under:-

- A. Corporate Business Correspondent Services
- B. Setting up and Management of Fixed Point Kiosks and Supply & Management of Moving BCA- Hand Held Terminals (HHT)
- C. Supply, installation of Hardware & Software, Warranty, Post Warranty Annual Maintenance & Annual Technical Support for Primary and Secondary Site
- D. Supply, customization and implementation of FIG Gateway, HHT BCA Application & Merchant Aadhar Pay Application. Supply and maintenance of peripheral devices to BCAs.
- E. Integration of FIG with Core Banking Solution (Finacle 7.x and 10.X), Bank Applications and third party systems
- F. Facility Management Service / Onsite Support Management
- G. Recovery, Monitoring of transactions etc.
- H. Project Management, MIS and Reporting
- I. Data Migration
- J. Training
- K. Business Continuity and Disaster Recovery
- L. Compliance to guidelines

Further description of the requirement is as under:-

Bank will initially deploy 4000-4500 BCAs (subject to change) within 1st year of date of implementation of the new model. The number of BCAs may be increased by the Bank to 9000 (subject to change) by second year. The BCAs shall be deployed in a hybrid fashion, i.e., with a mix of Fixed Customer Service Point (CSP)/ Banking Outlet and Mobile BCAs at centers identified by the Bank. The Bank reserves the right to add/modify/delete any locations from the existing locations as per the requirement from time to time.

Bank may require additional BC agents at locations as per the road map given by RBI/ DFS/ State Governments/ Bank's business requirements. The Successful Bidder is required to deploy BC agents on same terms and conditions at those locations as per the same T&Cs.

Business Related Services to be provided:-

Corporate Business Correspondent Services	As a Corporate BC (CBC) selected bidder is required to deliver Banking and financial services in service area as prescribed by RBI Circular numbers and/or as per extant guidelines or any other area as decided by the Bank:
	Corporate Business Correspondent Services:
	a. DBOD.No. BL.BC. 58/22.01.001/2005-06 dated January 25, 2006

	<p>b. DBOD.No. BL.BC. 72/22.01.009/2005-06 dated March 22, 2006</p> <p>c. DBOD.No.BP.40/21.04.158/2006-07 dated November 3, 2006</p> <p>d. DBOD.No. BL.BC.74/22.01.009/2007-08 dated April 24, 2008</p> <p>e. DBOD. No. BL.BC.35/22.01.009/2008-09 dated August 27, 2008</p> <p>f. DBOD.No.BL.BC.36/22.01.009/2008-09 dated August 27, 2008</p> <p>g. DBOD.No. BL.BC.129/22.01.009/2008-09 dated April 24, 2009</p> <p>h. DBOD. No. BL.BC.63/22.01.009/2009-10 dated November 30, 2009</p> <p>i. DBOD. No. BL.BC.99/22.01.009/2009-10 dated April 26, 2010</p> <p>j. DBOD.No.BL.BC.43 /22.01.009/2010-11 dated September 28, 2010</p> <p>k. DBOD.No.BL.BC. 82/22.01.009/2011-12 dated March 02, 2012</p> <p>l. DBOD.No.BL.BC.105/22.01.009/2011-12 dated May 17, 2012</p> <p>m. DBOD.NO. BAPD.BC.46 /22.01.009/2013-14 dated September 02, 2013</p> <p>n. RPCD.FID.BC.No.96/12.01.011/2013-14 dated April 22, 2014</p> <p>o. DBOD.No.BAPD.BC.122/22.01.009/2013-14 dated June 24, 2014</p> <p>p. RPCD.CO.RRB.BC.No. 38 /03.05.33/2014-15 dated October 29, 2014</p> <p>q. FIDD.CO.FID. No. 3777/12.01.11/2017-18 dated June 19, 2018</p> <p>The appointment, eligibility criterion, removal, area of operation, Standard Operating Procedure, Roles and responsibilities of BCA etc. shall be as per Bank's Policy.</p>
<p>Corporate Business Correspondent Services</p>	<p>BCA lifecycle Management i.e, appointment, onboarding, KYC, training, operations, cash management, performance management, exit management etc.</p> <p>The bidder should ensure minimum 90% deployment of its Agents in the area mandated within 60 days. Bidder should maintain minimum 95% deployment and functioning of its agents during the contract period for five years. The location of operation shall be decided the Bank and there should be no restriction whatsoever.</p>
<p>Corporate Business Correspondent Services</p>	<p>Successful Bidder has to deploy BC agents who are expected to operate from different locations across the country (Metro/Urban/Semi-Urban/Rural centers). The selection criterion and exit criterion of the BCAs shall be as per Bank's Policy. The activities to be undertaken by the BCAs shall be within the normal course of the banking business, but conducted through the BC Agent outside the bank premises/ATMs. Each of the BCA shall be attached to a base branch of the Bank which will oversee the complete workings of the BCA Duties and Responsibilities of BCAs/ Scope of Activities of BCAs shall be derived from Bank's Policy (subject to amendment from time to time) as under:-</p>

- Creating financial awareness amongst people.
- Sourcing / opening of CASA particularly, BSBD as required under Bank's policy.
- Collection of information about identity, address and other profile of prospective customers desirous of availing loan facilities from the Bank, as per Bank Norms.
- Identification of prospective borrowers and suitability of the activities.
- Collection and preliminary processing of loan applications, Field Inspection including verification of primary information/data.
- Processing and submission of applications to the bank.
- Balance Enquiry, Mini-statement and Collection and disbursal of small amount of cash to customers, Facilitate customer induced fund transfer through AEPS, IMPS, NEFT etc, Operations on debit card, passbook update, FD/ RD opening/ sourcing, NPA/ Doubt full/TWO accounts recovery, loan request initiation for car loan, home loans, KCC, GCC or any other loan product identified by Bank .
- AADHAR, Mobile No/ email statement Seeding
- Promotion and nurturing Self Help Groups / Joint Liability Groups/Credit Groups.
- Recovery of loans, collection of interest/ principal
- Undertaking debt counselling services in co-ordination with Govt. Departments/Agencies.
- Conduct survey assigned by the Bank from time to time for different purposes e.g. household survey for financial inclusion.
- Enrolment, Capturing of Basic data of customers
- Assisting the Bank in KYC compliance/compliance of RBI guidelines on KYC by customers.
- Liaising between Bank & other stake holders.
- Opening and Managing KIOSKS, Supply and Management of HHT (Hand held terminals) to BCA
- Disbursement of credit / cash through KIOSK/ HHT. Holding cash in safe custody, maintenance of cash within limit fixed.
- Collection of cheques, checking status of cheques, stopping of cheques through base branches.
- Sale of micro insurance, pension products/any other financial services approved by the bank.
- Receipt and delivery of small value remittances/ and any other services or products introduced by the Bank for the benefit of the customers.
- Providing facility of Bharat Bill Payment System(BBPS)
- To organize camps and impart financial literacy to existing and new customers.
- Mobilize people for opening of Bank accounts and shall ensure that account of all households are opened in the village
- Inform the details of financial services of the bank to the villagers and create awareness about various saving, recurring and terms deposit schemes
- Collect necessary publicity material from the base branch and distribute to people in the village
- Perform transactions through AEPS (Aadhaar Enabled Payment System), RuPay card operations on MicroATM Machines, IMPS, NEFT etc
- Arrange camps in command area of the Branch in consultation with base branch
- Maintain a register of at branch level and enter daily details like number of accounts opened, business brought during the day and other activity performed to claim the monthly remuneration/fee and commission
- BCA may be utilized for sourcing of Retail/ Agriculture/ MSME (Mico, Small and Medium Enterprise) loans.

- BCAs shall maintain the records such as cash payment/cash receipt register, account wise receipts/payment register, Customer contacted register, etc. which shall be scrutinized by the Base Branch Incumbent/officer once in a week. Pre-determined date and time of visit of Base Branch officer should be displayed in SSAs.
- Reconciliation of the services/ financial transactions undertaken by BC and the incentives paid to them shall be done on monthly basis through system. The same shall be directly or manually credited to the account of CBC by HO FINUID for onward payment to BC after deduction of CBC share.
- Display of Signage with PMJDY Logo: Each BC outlet shall display a uniform signage/ Board with Bank's name and logo (in trilingual format) indicating their status as service providers for our bank as also disclose the name of the BCA, contact details, allotted villages/ area of operation, working hours, name of the base Branch/controlling office of the Bank, location, grievance redressal mechanism and escalation matrix and other relevant information.
- BCA/Bank Mitra should adhere to the Code of Conduct, Dos and Dont's of the Bank in letter and spirit failing which penal provisions including termination/ suspension/removal may be imposed.
- All equipment's for use at BC locations shall be purchased and maintained by BCA/CBC from their own sources.
- All the transactions by BCs should be accounted for on a real time basis and the customers should receive immediate verification of their transactions through visuals (screen based) or other means (debit or credit slip). However, wherever internet connectivity is disrupted, in order to reduce friction in customer experience, local offline mode should be available for servicing the customer to the extent permissible under applicable laws, RBI guidelines, UIDAI rules and NPCI framework etc.
- KYC and AML procedures, as laid down in the RBI Master Circular DBOD.AML.BC. No.2/ 14.01.001/ 2010-11 dated July 1, 2010 and subsequent circulars on the subject should be followed in all cases.
- The CBC shall have to ensure that the BCAs are specifically prohibited from charging any fee / commission to the Customers for services rendered by them on behalf of the bank. The CBC/BCA shall acknowledge that only Bank is permitted to collect any fee/service charges/ commission from the Customers and in the event the Bank communicates its decision to the BC to collect such fee/service charges/commission from the Customers, then the same shall be collected by the CBC on behalf of the Bank.
- CBC shall ensure that their BCAs will maintain Cash Handling Limit on daily basis as per Bank's Policy. The entire cash management shall be done by BCA/Corporate BC. No cash management shall be done by the Bank. Bank may allow an overdraft limit as per the guidelines issued by the Bank.
- The responsibility of receiving cash, making payments to customers, and managing the cash would lie with the BCA. All receipt and payment transactions shall be made through the settlement account of BC. The BC shall be required to open settlement account with the designated base branch.
- At all times BCA shall follow SOP, Code of Ethics/Conduct and Do's and Dont's as prescribed by the Bank from time to time.
- All the incentives/ remunerations shall be paid/ routed through Corporate BC. The sharing between Corporate BC & BC/BF shall be in such a manner that at least 80% of the incentive shall be given to the BCA [BCA (≥80%): CBC (≤20)]. The payments made by CBC to BCA shall be audited and inspected by the Bank as per Bank's policy. CBC shall take corrective action, if pointed out by the Bank,

within 7 working days from the date of mandate. However, Bank shall not be responsible for payments to the BCA in any case. The CBC shall follow the law of the land as applicable in this regard

- CBC/BC shall also be engaged in activities as per direction of Bank from time to time.
- **Consumer Protection:** The products and processes part of this project shall be approved by the banks and the BC should not introduce any product/process without the approval of The Bank.
 - Each retail outlet/sub-agents shall post a sign in local language (vernacular) indicating their status as service providers for the bank as also disclose the name of the BC, the telephone number of the base branch/controlling office of the bank and the banking ombudsman and fees for all services available at the outlet.
 - Financial services offered by the retail outlets/BCAs should not be tied to the sale of any product of such company.
 - The charges for offering various services should be indicated in a brochure and made available at the retail outlets/sub-agents.
 - As a measure of social audit there could be periodic block level meetings, where members of public are invited along with the BCs operating in the area as also the linked Branch Managers to express their difficulties and to obtain feedback. Lead District Manager (LDM) of the lead bank could attend such meetings in the district to get a direct feedback and provide such feedback to the controlling offices.
 - The Bidder should have necessary business continuity plan (BCP) in place to ensure uninterrupted service in case the agreement with the BCA is terminated.
 - A complete list of Do's and Don'ts relating to their actions with BCs in the local language will be explained to the customers at the village level meetings to be held by the branches.
 - BCA will educate its clientele in their respective vernacular language regarding the benefits of banking habits. For this purpose, extending necessary financial support from the Financial Inclusion Fund administered by NABARD may be considered.

Note: The engagement of BCA shall be through the CBC only and this engagement shall not create any employer – employee relationship between Bank and BCA. BCA shall not have any right whatsoever, to claim employment or any other benefit from the bank other than what shall be stated in the agreement.

Functional Services

Setting up and Management of Fixed Point Kiosks and Moving BCA-Hand Held Terminals (HHT)

Bidder is required to set up Kiosks based on Bank guidelines and provide Android based HHTs to the BCAs to fulfill the requirements of the RFP.

Selected Vendor shall provide all necessary infrastructure such as Laptop/Desktop / Tablet/ PC/ Hand Held Terminal/ mPOS/ Micro ATM, finger print scanner, web camera, printer, front end application software, any other equipment, peripherals, software, hardware necessitated for carrying out enrolment/registration activities from time to time to each designated BCA. Bank shall not bear any cost related to the above.

The bidder will be completely responsible for management of the HHTs. Bank shall not purchase or pay rentals towards the Kiosk/ Devices. Corporate BC will make

necessary arrangement at its own cost for creating and providing infrastructure like connectivity, office space, furniture and fixtures, power and lighting and stationery as required to function. Bank will not pay any rentals, establishment costs etc. towards setting up of Kiosks/Banking Outlets etc. Only the commission approved by Bank for different Banking and Financial services will be paid.

While selecting the place for banking outlet (selected bidder shall follow Bank's policy), care shall be taken that it is easily accessible to all and preferably be a place like Gram Panchayat office or such other public location / rented premises and Bank reserves its discretion to suggest changes. The minimum space requirement per banking outlet stipulated at 100- 200 Sq.ft.

Selected bidder/ CBC will bear the cost of network/connectivity including charges for network / internet of all Agents. If required, selected bidder will also provide booster antenna in these SSA's at their own cost.

Corporate BCs shall adopt and implement SOP for successful implementation of BCA Channel. Details are given hereunder (not exhaustive):-

- Display of signage as approved by the Bank.
- ID card for BCA to be issued by the CBC, countersigned by Zonal Head.
- Ensure availability of required Stationery – Account opening forms, loan application forms, check lists, publicity materials / pamphlets / job cards for banking products.
- Display of Phone numbers of Help line, Bank officials (link Branch / CBC Supervisor /Zonal Office)
- Maintenance of Registers: Records of customers enrolled; Account opening forms sent to link branch; Account opening forms pending to be sent; Customer contact register; Applications received and disposals register; CBC/Bank officials visit register.
- Name of grievance redressal official and contact no. to be displayed.
- Ensure provision like box, almirah for safe upkeep of finger print scanner and other devices and other stationery/ registers.
- List of Do's and Don'ts for customers to be displayed.
- Each BC outlet shall display a uniform signage/ Board with Bank's name and logo (in trilingual format) indicating their status as service providers for our bank as also disclose the name of the BCA, contact details, allotted villages/ area of operation, working hours, name of the base Branch/controlling office of the Bank, location, grievance redressal mechanism and escalation matrix and other relevant information.
- CBC /BCA may be utilized for sourcing of retail/ Agriculture/ MSME loans.
- BCAs shall maintain the records such as cash payment/cash receipt register,

account wise receipts/payment register, Customer contacted register, etc. which shall be scrutinized by the Base Branch Incumbent/officer once in a week. Pre-determined date and time of visit of Base Branch officer should be displayed in SSAs.

Standard working hours of BCAs:

	KIOSK based model & HHTs based model
Working hours	Minimum 4 hours per day 5 working days a week excluding National/State Holiday
Minimum login days	20 days in a month
Exceptions	BCAs can also open their Kiosk on Sundays, Holidays and other Bank holidays. If Bank Mitras/BCs location is required to remain closed for some days due to unavoidable circumstances then, proper notice should be displayed at Bank Mitras/BCs Centre and information should be invariably given to the Base Branch for convenience of customers and to enable them to carry transactions from the Branch

Technical Services

Supply, installation, Customization, Integration of Hardware and Application, Integration, AMC/ATS, Data Migration

The scope of the work also includes supply, installation, customization, integration, testing, training to BC agents, acceptance, documentation, warranty support and post warranty maintenance support for end to end Financial Inclusion Solution, covering hardware, field devices, application software, database, operating system, patch updates, fixing vulnerabilities identified by Bank's Internal/External audit team etc. The technology should be latest and Android Based and capable of being upgraded/scaled up as per the requirement of the bank.

- Supply, customization and implementation of FIG Gateway and HHT Application (KIOSK Banking Application, Android Application, BHIM Aadhaar Pay transactions, Merchant Mobile/Tablet based (Android, iOS and Windows) application to be used by the Merchants)
- Supply, installation of Hardware & Software, Warranty, Post Warranty Annual Maintenance & Annual Technical Support for Primary and Secondary Site.
- Selected Bidder has to host FI Gateway at Bank's DC and DR Site and provide end to end solution in technology including deployment of the banking applications on the HHTs and Kiosks. The CBC will bring in all the required technology and infrastructure i.e hardware, software, personnel, technical service, connectivity, management, provide training and operational support for the end to end infrastructure including HHTs, enrolment system etc. The technology should be latest and capable of being upgraded/ scaled up as per the requirement of the bank. All the devices shall be Aadhaar ready with either inbuilt Biometric scanner or Bluetooth connected Biometric devices being STQC certified for RD services or any regulation/ guidelines from the respective regulator from time to time.
- For Bhim Aadhaar Pay/ Merchant/ Purchase Transactions : Bank, at present, is having Morpho (MSO1300 E3 Micro USB) and Mantra (MFS100 V54 OTG) Biometric scanning devices in branches. Bidder needs to provide the solution

	<p>that should be capable to continue with existing biometric devices and to upgrade the same as per UIDAI/NPCI/RBI and other regulatory guidelines</p> <ul style="list-style-type: none"> • Integration of FIG with Bank (CBS – Finacle 7.x and Finacle 10.x, ATM Switch, Card Channel, EFRM/ RTTS, Aadhar Data Vault (ADV), SOC, SIEM, HSM, e-KYC/CKYC, Call Centre, SMS/Email Server, HHTs, RD Services etc) and third party systems (NPCI, BBPS, NEFT, UIDAI etc). • All services are to be online/ real-time. However, wherever internet connectivity is disrupted, in order to reduce friction in customer experience, local offline mode should be available for servicing the customer to the extent permissible under applicable laws, RBI guidelines, UIDAI rules and NPCI framework etc. • Administration/ Reporting/ MIS tool for management of complete infrastructure, BCA performance, Payouts, Reconciliation etc • Successful Bidder is responsible for supply, installation and maintenance of DR infrastructure at Bank’s DR location and ensure on-line replication of data between primary and DR FI servers. Successful Bidder to perform DR Drill once in a quarter or as per Bank’s requirement. • Data Migration: Bidder should ensure the smooth migration of complete data setup of existing FI solution and transition from Bank’s existing FI solution to proposed end to end FI solution without any extra cost to the Bank within agreed timeframe as per Bidder’s Migration Plan. Current DB size is approx. 300GB. However, this will change in future hence bidder has to consider it. • Bidder shall ensure that this solution is based on a reliable and scalable architecture so as to handle higher volumes and at larger number of locations all over India. • AMC & ATS for supplied Hardware and Software (Details are described in separate clause in the RFP)
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Support/ Maintenance Services

<p>Facility Management Service / Onsite Support Management/</p>	<p>Administration of Servers, Operating System, Database, Backup & Restoration, Data Archival, Data replication between DC & DR Site, DR- Drill, Patch Management, bug-fixing, Closure of Audit / VAPT Gaps, BCP & Disaster Recovery, Transaction Monitoring. Details are described in separate clause in the RFP.</p>
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Training

<p>Training to Bank and BCAs</p>	<p>Bidder will be responsible for training the Bank’s employees in the areas of implementation, operations, supervision, audit, usage, management, error handling, system administration, etc. The Training should at least cover the following areas:</p> <ul style="list-style-type: none"> • Knowledge Transfer Training of the Deployed Solution Architecture and Design. • Functionality available in the solution • Customization development • Parameterization • Data Migration (data mapping, field validations, default values, gaps in data migration, manual data entry programs etc.) • Advanced user training • Deployment of various products/packages as part of the solution • Techniques of generating various MIS reports from the solution provided • Using of all the auditing tools being provided
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	<ul style="list-style-type: none"> • Developing new audit reports/tools using the proposed solution • Advanced training on the operating systems, database systems and network systems to be used by the proposed solution • System and Application administration at branches • Log analysis and monitoring • Incident analysis and reporting • Training for report writer facility to create new reports and modify existing reports • System and Application administration <p>The training shall be conducted in offline mode at Bank's training centre in Delhi. However, Bank reserves the right to change the mode and location of training at its discretion. The successful bidder will be responsible for providing the users with the requisite training material (for functional training, technical training, and end user training material, job card and other relevant material) in both hard and soft copies. The onus of preparing the training material will be on the Bidder. The expected number of participants in the training is sixty. The successful bidder will be responsible for preparing, circulating and collecting training feedback forms from the participants. The successful bidder will provide a detailed training methodology & schedule to the bank for review and sign – off 7 days prior to commencement of the training. The successful bidder will be responsible for providing ongoing training at defined intervals to the identified bank personnel.</p> <ul style="list-style-type: none"> • After selection, the field BCA shall undergo training to equip themselves to perform their duties effectively. Technical and functional/product training shall be provided by Corporate BC. BC agent shall also be trained by the CBC on the operation and maintenance of Hand Held Terminal and other equipment. All training to the BCAs shall be conducted by the bidder at its own cost as per applicable guidelines.
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Compliance

<p>Compliance to related guidelines of statutory and regulatory bodies, RBI/ NPCI/ UIDAI/ Govt of India/ DFS/ IDRBT/ Bank/CVC etc</p>	<p>Subsequent to Go-live, the bidder shall have to comply with all upcoming mandates and other guidelines of RBI/ NPCI/ DFS/ MOF/ GOI/ UIDAI/ STQC/ Other regulatory/statutory bodies etc. as well as to updated PCI-DSS / PA-DSS security guidelines. <u>Any development required for such compliance will be at no additional cost to the Bank.</u></p>
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Project Management

<p>Adherence to Project Plan</p>	<p>The project has to be implemented in a phased manner within a span of 5 (five) months from the date of contract. The project will be deemed as incomplete if the desired objectives of the project as mentioned in this Section and functional and technical specifications mentioned in this document are not achieved. The comprehensive Project Management Plan should be submitted include the following processes/procedures and time lines within 14 working days of acceptance of Purchase Order date.</p>
<p>Execution & Reporting of Project Plan</p>	<p>The successful bidder will assign a Project Manager at all times during the entire duration of the contract. The successful bidder will submit detailed project implementation plan comprising of the following (not exhaustive):-</p> <ul style="list-style-type: none"> • FIG Solution

- Project implementation Schedule
- Requirements Management process
- Change Management process
- Quality control /Testing Plan
- Documentation Management process
- Progress Reporting and distribution process
- Product customization, integration and implementation.
- Comprehensive System Configuration, Customization and testing documentation shall be delivered to Bank on commencement of the User Acceptance Testing (UAT)
- Logical Data Base Design and Data Dictionary
- The technical design document including
- Application set-up & Configuration Manual/ SOP: End-to-end IT Architecture covering
 - End to end solution architecture, Solution architecture Overview, Logical & Physical Database Design, System Interfaces design, Development Tools, Development Platform, APIs, delivery Platform, Design Specification Document
 - End to end integration and interface architecture
 - End to end implementation architecture
 - Logical & Physical Data Base design
 - System Interfaces design
 - Development Tools, API
 - System Performance Benchmarks (response times, etc.)
 - System configuration / set up parameters documentation for Master data set up, product types mapping Existing Data migration documentation
 - Details of methodology for validation, parameters, data processing etc.
 - User Manual and SOP for the entire processes.
 - Product Manual
 - Technical Manual
 - **Module-wise User and Administrator's manual**
 - Security Manual
 - Test cases for User Acceptance Testing (UAT)
 - Implementation, configuration of application at Data center & DR Site.
 - System Administration Manual
 - **Customization details along with Full Process Flow,**
 - Bidder is required to submit the RCA of issues/bugs/gaps including security related issues /bugs / gaps as per agreed timelines.
 - **Any changes due to "Non Compliance" observed during UAT must be incorporated in Base Documents**

Project Reporting:

- A weekly progress report shall be submitted. Also the Vendor/Bidder shall report on items by exception or that require urgent action.
- Monthly Project Execution Committee meetings will be held at Bank



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	premises or through online mode. The Vendor/Bidder is required to provide a report on Progress against the Project Management Plan and Status of all open issues Ad-hoc requests for information will be assessed promptly by the Vendor/Bidder and a delivery date will be given. The Vendor/Bidder shall deliver the required information within the agreed time frame.
BCP & DRP	
Business Continuity and Disaster Recovery	The Bidder has to provide complete document on Business Continuity plan (BCP) and Disaster Recovery Plan (DRP) for the proposed solution. DR site should be implemented within one month from the date of go live at Primary Site. Bank reserves the right to levy a penalty to an amount equivalent to INR 5,000/- for every week of delay or part thereof, subject to a maximum of 10% of the overall contract value.

The Bank may from time to time and depending on business / operational requirements seek to implement additional/ new functionalities. Such implementation required by the Bank may be implemented by the successful bidder at a negotiated consideration that is mutually agreeable to both the Bank and the vendor as per the man-day rates finalized during the RFP process.

Escrow Mechanism: The successful bidder shall deliver the source code of the final customized version of the Solution under an Escrow arrangement to a mutually agreed escrow agent. In case of a disagreement between the Bank and successful bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the successful bidder.

The Parties will also execute an Escrow agreement setting out the terms and conditions of the escrow arrangement which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. The complete costs of the escrow arrangement shall be borne by the successful bidder. Bidder is required to sign the Escrow within 3 months of finalization of escrow agent. In case of delay in signing of the Escrow Agreement, Bank reserves the right to levy a penalty to an amount equivalent to INR 5,000/- for every week of delay or part thereof, subject to a maximum of 10% of the overall contract value.

Detailed Functional and Technical Specification as per Annexure – VI

4 SERVICE LEVEL & PENALTIES

4.1 Penalty for delay in project delivery and implementation

- I. The System should be delivered as per the schedule from date of placement of Order and vendor should give a certificate that all modules have been deployed in the Bank's servers. Penalty will be applicable for late delivery of the customized software. Bank may at its option demand and recover from the Successful Bidder(s) an amount of INR 20,000 per day for delay in delivery, subject to a maximum of 10% of the overall contract value. Once the maximum is reached, the Bank may consider termination of the contract.
- II. However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if vendor fails to meet any of the milestones. In the event of cancellation of order, Bank will invoke the Performance Bank Guarantee.
- III. Bank may issue multiple indents for delivery of various hardware/software at different locations. If the Bidder fails to deliver any or all of the Systems or install the same within the time period(s) specified in the Contract, Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages.
- IV. Bank may at its option demand and recover from the Successful Bidder(s) an amount of INR 25,000 per day for delay in Installation and Implementation respectively, subject to no impact on overall Project Timelines for respective solution(s). In case, the delay affects the overall project timeline for respective solution(s), then bank may demand and recover from the Successful Bidder(s) an amount of INR 1 (one) percent of the affected solution cost for every week of delay in Installation & Implementation beyond overall project timeline for that respective solution(s).
- V. Upper cap for all the implementation penalties will be 10% of the PO value. In case of undue delay beyond a period of 2 months unless otherwise waived by the Bank, Bank in its discretion may consider termination of the Contract and invoke Performance Bank Guarantee.
- VI. Once the maximum is reached, the Bank may exercise its discretion to consider the right for termination of the contract.

Note: The Bank will not arrange for any Road Permits/Sales Tax clearance for delivery of hardware/software and the bidder will have to make own arrangements for delivery of hardware/software to the locations.

4.2 Definitions

1. "Downtime" shall mean the time period for which the specified services/components with specified technical and service standards are not available to users and excludes the scheduled

downtime planned in advance and the network failures within SLA limits agreed with network service providers. The Downtime will be calculated as Unavailable Time divided by Total Available Time, calculated divided by on a monthly basis.

2. Application Uptime percentage – 100% less downtime Percentage.
3. Total Available Time – 24 hours per day for seven days a week.
4. “Incident” refers to any event / abnormalities in the functioning of the equipment/ specified services that may lead to deterioration, disruption in normal operations of services.
5. Unavailable Time – Time involved while the solution is inoperative or operates inconsistently or erratically.
6. “Resolution Time” shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the category of the incident reported by the Bank.
7. “Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the Bank.
8. Business hours: 6 am to 10 pm on any calendar day

4.3 Classifications

#	Level	Description	Response Time	Resolution Time
1.	Critical	1. No user can access the Business system or; 2. Any problem due to which 100 or more users cannot access the Business system or; 3. Interruption making any functionality inaccessible services availability or unavailability or a severe impact on of any reports which is urgently required for compliance purpose. There is no possible alternative	Within 15 mins	Within 60 mins
2.	Key	1. Any problem due to which 10 to 99 users cannot access the Business system or; 2. Any incident which is classified under “Critical” for which an acceptable (by Bank) workaround has	During business hours: Within 30 mins During Non-business hours:	During business hours – Within 2 hours During Non-business hours: Within 4 hours



#	Level	Description	Response Time	Resolution Time
		been provided subject to users / customers are able to use the application as usual.	Within mins 45	or earlier as per business hours if business hours begin.
3.	Significant	<p>1. All other residuary business issues not defined under “Critical” and “Key” or;</p> <p>2. Any incident which is classified under “Key” for which an acceptable (by Bank) workaround has been provided subject to users / customers are able to use the application as usual. Or;</p> <p>3. Any problem due to which 1 to 9 users cannot access the Business system</p>	<p>During business hours: Within 30 mins</p> <p>During Non-business hours: Within mins 45</p>	<p>Customizations / Changes required – Time period decided by mutual agreement</p> <p>During business hours: Within 6 hours</p> <p>During Non-business hours: within 24 hours</p>

4.4 Service Levels

Service Levels will include Availability measurements and Performance measurements parameters. Bidder shall provide Availability Report on monthly and quarterly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period.

Performance measurements would be accessed through audits or reports, as appropriate to be provided by Bidder e.g. utilization reports, response time measurements reports, etc. The tools to perform the audit will need to be provided by Bidder. Audits will normally be done on regular basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

Bidder shall provide a Ticketing Tool for raising and tracking incidents by the Bank. Also, Bidder shall provide a tool to measure Service Levels having features like Breach Notifications and warnings, SLA reporting and analytics etc.

#	Metric	Measurement	Minimum Service Level	Penalty	Monitoring Mechanism
1.	<u>System Availability-Uptime</u> availability of all systems including all associated services.	Measured Daily Calculated Monthly	99.99%	For every 0.25% or part thereof drop in service levels, a penalty of 1% of Monthly Payments.	Based On monthly performance data / report
2.	<u>Transaction response time</u> - This is the time taken from submission of any request by end-user –to – response of the request to the end user	Average response time < 5 seconds	98%	0.50% of Monthly Payment. For every further delay of 2 Second in the response time, the penalty amount will be doubled.	Based On monthly performance data / report

#	Metric	Measurement	Minimum Service Level	Penalty	Monitoring Mechanism
3.	<u>Hardware Utilization</u> The daily peak utilization of CPU RAM, NIC and Hard disk etc. of the specific hardware exceeds 70% at any given point of time. (Each incident should not exceed 5 minutes, any extra minute or part thereof will be considered as a new incident).	Per incident	99%	<= 3 Incident in a month: No Penalty 3 < Incident Count in a month <=5: For Every Incident a penalty of INR 10,000 5 < Incident Count in a month <=8: Every Incident a penalty of INR 20,000 8<= 10: Every Incident a penalty of INR 30,000 10 < Incident Count in a month: Augmentation/ Replacement of Hardware*. During the period when augmentation/ replacement is being performed, bank shall levy penalty as per the service level defined above. Additionally, during this period, if the Incident Count in a month exceeds 10, bank shall levy a penalty of INR 30,000 per incident. *Bidder will be responsible for replacing/ augmenting the hardware at no additional cost to the Bank within 3 months of exceeding the thresholds. In case bidder fails to replace the hardware, Liquidated Damages of 1% of affected product cost will be levied for every week of delay or part thereof.	Based On monthly performance data / report
4.	<u>Storage Utilization</u> - If the daily peak utilization level exceeds 85% for a period of 5 minutes. (Each incident should not exceed 5 minutes,	Per incident	100%	<= 3 Incident in a month: No Penalty 3 < Incident Count in a month <=5: For Every Incident a penalty of INR 10,000 5< Incident Count in a	Based On monthly performance data / report

#	Metric	Measurement	Minimum Service Level	Penalty	Monitoring Mechanism
	any extra minute or part thereof will be considered as a new incident).			<p>month <=8: Every Incident a penalty of INR 20,000</p> <p>8 < Incident Count in a month <= 10: Every Incident a penalty of INR 30,000</p> <p>10< Incident Count in a month: Augmentation/Replacement of Hardware**.</p> <p>During the period when augmentation/ replacement is being performed, bank shall levy penalty as per the service level defined above. Additionally, during this period, if the Incident Count in a month exceeds 10, bank shall levy a penalty of INR 30,000 per incident.</p> <p>**Bidder will be responsible for replacing/augmenting the hardware at no additional cost to the Bank within 3 months of exceeding the thresholds. In case bidder fails to replace the hardware, LD of 1% of affected product cost will be levied for every week of delay or part thereof.</p>	
5.	<u>Disaster Recovery Instance Availability</u> Business operations to resume from Disaster Recovery Site within the RTO	Instance Wise	100%	INR 30,000 for every 10 Minutes of delay above defined RTO for the reasons solely attributable to the bidder.	Bank will measure this through periodic review based on log obtained from respective tool
6.	<u>Backup Success Rate</u>	Instance Wise	100%	INR 10,000 for daily backup failure INR 15,000 for weekly	Bank will measure this through periodic

#	Metric	Measurement	Minimum Service Level	Penalty	Monitoring Mechanism
				backup failure INR 20,000 for monthly backup failure INR 30,000 for quarterly backup failure INR 50,000 for Half yearly backup failure INR 1,00,000 for yearly backup failure	review based on logs obtained from tool to be provided by bidder
7.	<u>Restoration success rate</u>	Instance wise	100%	INR 50,000 case for backup restoration failure and as per the planning by bank.	Bank will measure this through periodic review based on logs obtained from respective tool/ and sample data validation by Bank
8.	<u>Security Management</u> Latest stable version of Patches /service Pack /bug fixes / firmware /etc. should be applied on the device/server /application as per the patch management process mutually agreed between bidder and the Bank	Instance Wise	100%	Penalty of INR 1000 for every day or part thereof delay above agreed timeline	
9.	<u>Gap/ Bugs/ Defects reporting</u> Bidder shall ensure that all bugs	Per Incident wise	100%	For every 1 % or part thereof of drop in service level a penalty of 1,000/	Report from Tool

#	Metric	Measurement	Minimum Service Level	Penalty	Monitoring Mechanism
	reported by the users / testing team shall be duly logged and assigned a unique ID for reference purposes in the tool. Users shall be informed about the reference ID maximum within 15 minutes from recording the complaint.				
10	<u>Gap/ Bugs/ Defects resolution</u> Bidder shall ensure that all bugs identified by /reported to bidder for application & Infrastructure need to resolve within defined timeframes. The reference ID post resolution should be closed in concurrence with the Bank	Per Incident	100%	Either, Bank shall levy a penalty of INR 20,000 per incident (Gaps /Bugs/Defects) Or The Bidder shall compensate the Bank for financial losses suffered by the Bank if the Bidder fails to fix bugs, provide the Modifications/ Enhancements/ Customization required as per the terms and conditions and meet the services levels as stated in the RFP. Bank shall levy /recover losses whichever is higher	Ticketing Tool
11	<u>Audit Finding / Change Request Resolution / Successful closure</u> Measure of successfully implementing – change management (as per mutually agreed timelines)	Monthly Dividing the total number of successful closures of change request tickets by the total number of change request tickets raised in the Helpdesk	100%	For each 0.5% drop in service level or part thereof, penalty shall be INR 2,500	Tool
12	<u>Incident Management Services</u>	Measured monthly – Call tickets per month resolved	Critical- 99.9%, Key- 99%	Critical- every drop of .25% penalty will be INR 50,000 Key – every drop of .25%	Ticketing Tool

#	Metric	Measurement	Minimum Service Level	Penalty	Monitoring Mechanism
		within the time lines divided by the total number of call tickets per month	Significant-98%	penalty will be INR 35,000 Significant – every drop of .25% penalty will be INR 25,000	
13	<u>Resource Availability</u>	Attendance for support personnel (covers all the locations)	Minimum attendance level on any day is 100% of agreed deployment	Penalty shall be INR 20,000 for every 2% default or part thereof below the agreed threshold	
14	<u>Patch management/ version release/ upgrades/patches</u> a) Sharing Details of Patches/ Upgrades /release with the bank b) Implement the agreed patches /upgrades/release in production c) All the regulatory and Issues patches to be implemented	Measured monthly	100% a) inform the Bank within 1 week of release of such Patches/ Upgrades /release for in scope software(s) & hardware b) and c) Test and Implement the Agreed Patches/ release Upgrades in production within agreed timelines	a) For Every 1 Week of Delay or part thereof in informing bank, penalty shall be INR 10,000. b) For Every 1 Week of Delay or part thereof in implementing within the agreed timelines, penalty shall be INR 10,000 c) For Every 1 Week of Delay or part thereof in implementing within the agreed timelines, penalty shall be INR 10,000	Tool

The percentage of uptime shall be calculated monthly and the amount calculated shall be adjusted from every subsequent monthly payment. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% (ten per cent) of the contract value and thereafter, Bank has the discretion to cancel the contract. If the vendor fails to meet an uptime of 99.99% for three (3) consecutive months, the Bank shall have the discretion to terminate the contract.

4.5 Business related Service Levels

#	Particular	Measurement	Minimum Service Level	Penalty	Monitoring Mechanism
1.	Appointment and Removal of BCA Selected bidder shall appoint/ remove BCA within a period of 30 days from the date of issuance of mandate by the Bank.	Monthly- Per incident	98%	Rs 2,500/- per week per centre /BCA from 31 st day of issuance of the mandates. Bank reserves the right to cancel the contract or invoke PBG if selected bidder/ CBC fails to activate/ remove BCAs within 60 days from date of Mandate.	Manual and Ticketing tool
2.	Opening of BCA outlets as per Bank guidelines and agreed timelines	Monthly- Per incident	98%	Rs 5,000/- per week per center from 31 st day of issuance of the mandates. Bank reserves the right to cancel the contract or invoke PBG if selected bidder/ CBC fails to open BCA outlet within 60 days from date of Mandate.	Manual and Ticketing tool
3	Maintenance of AePS, IMPS, NEFT etc and other parameters related to issuer and acquirer transactions like Technical Declines to be as per NPCI/ UIDAI guidelines.	Monthly	99%	For every 0.10% or part thereof drop in service levels, a penalty of penalty of 0.50% of Monthly Payments.	NPCI / UIDAI Reports and Bank System driven reports

4.6 Problem Management and Escalation Procedures

The successful bidder is expected to provide an application/tool for logging issues/ complaints/ requirements with redirection, transfer, escalate and grouping capabilities. Bank should be able to retrieve the details of any issue logged and get the complete history of the issue including the complaint, enterer, date of entry, date and details of the solution, re-opened date with remarks, etc. It should also facilitate creation and usage of knowledge base. An escalation matrix would be applicable for the issues reported.



5 ANNEXURES

5.1 Annexure I – Tender Covering Letter

The Deputy. General Manager – FI
Punjab & Sind Bank,
HO FI-UID Cell,
Bank House, 5th Floor,
21, Rajendra Place,
New Delhi -110008

Dear Sir,

Sub: RFP for "Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution"

Tender Ref No. _____ **dated** _____

Having examined the tender documents including all annexures, addendums/ Corrigenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services of Corporate Business Correspondent and end to end implementation of FIG Solution and underlying Infrastructure to Bank as mentioned in RFP document in conformity with the said tender documents, and in accordance with 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 keeping in view, any specific bidder. If our tender offer is accepted, we shall obtain the guarantee of a bank for a sum equal to 3% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer for 180 days from the date of technical bid 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.

Dated this _____ day of _____, 20__

Signature:

(In the Capacity of) _____ duly authorized to sign the tender offer for and on behalf of

5.2 Annexure II - Compliance to Minimum Eligibility Criteria

Sl. No.	Eligibility Criteria	Documents required	Compliance (Yes/No)
EC-1	<p>The bidder/members of consortium should be registered under Section 25 of Companies Act, 1956 and bidder/consortium should be a standalone entity or Section company in which NBFC, banks, telecom companies and other corporate entities or its holding companies do not have equity holdings in excess of 10 %.</p> <p>And Bidder/ members of consortium should have been in operation for a period of at least 3 years in a related field as on date of RFP</p>	Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company). Any other relevant documents issued from competent authority of GOI	
EC-2	The bidder/lead member in case of a consortium should have minimum annual turnover of Rs. 50 Crores in each of the last three financial years.	Copies of Audited Balance sheet and Profit & Loss A/c along-with a signed Certificate from Company's CA evidencing turnover for the financial years: 2019-20, 2020-21 and 2021-22	
EC-3	The bidder / members of consortium should have Positive Net worth in last three financial years	<p>Copies of Audited Balance sheet and Profit & Loss A/c along-with a signed Certificate from Company's CA evidencing Positive Net-worth for the financial years: 2019-20, 2020-21 and 2021-22.</p> <p>For Network computation, investment in sister concerns will be deducted from paid up capital and reserve for all the bidders. Network should be able to support project implementation and the financial liabilities and as such the outstanding Disputed Liabilities under statutory obligations & penalties for previous projects even if disputed shall be adjusted suitably.</p>	
EC-4	The Bidder/ lead member in case of a consortium should have valid ISO 9000 series certification (preferably ISO 9001:2015) and valid ISO 27001 series certification (current version ISO 27001:2013) for information security management or equivalent recognized certification which is valid as on date of Bid submission.	Bidder has to submit a copy of the respective certificate from the respective authority.	

EC-5	The Bidder/Consortium should have been working as Corporate Business Correspondent in any 2 scheduled commercial Banks in India for at least 3 years as on date of RFP where Bidder/Consortium should have at least deployed 5000 Business Correspondent Agents (BCA) as on 31.03.2022 covering minimum 15 states with satisfactory performance.	Bidder should submit the certificate as per Annexure IIIA and details as per Annexure IIIB of the RFP along with proof of Document such as purchase order /certificate from clients.	
EC-6	The Bidder/ Consortium should have implemented and managed an End-to-End Financial Inclusion Gateway Solution (FIG) in at least one schedule commercial Bank in India having coverage of minimum 500 branches for at least 3 years. For this purpose, End-to-End Solution would mean that bidder has deployed FIG Solution, BC Agents, Back Office Solution, POS Device /micro ATM/ Tablet and Kiosk Application; Integration with other applications and maintenance of the customized solution. The FIG should capture transactions in real time from the Device and updates to the Bank's CBS in real time & also carries out Biometric Authentication in the process.	Relevant experience letter as per Annexure IIIC and Purchase Order with the Bank's certificate confirming the successful execution.	
EC-7	The Bidder's Proposed Solution should be operational in at least one scheduled commercial Bank in India having coverage of minimum 500 branches and minimum 500 BC's at the time of submission of bid	Relevant experience letter and Purchase Order with the Bank's certificate confirming that product is operational in the Bank	
EC-8	The proposed solution should be capable of managing Aadhar Pay Merchant On-Boarding and Payments	Self-Declaration from the OEM on the OEM's letter head.	
EC-9	Bidder/ members of consortium should not have been blacklisted by any Govt. organizations/ PSU/ Public Sector Bank/ IBA/ RBI/ NHB as on date of RFP	Self-Declaration on bidder's letter head by the Authorized Signatory	
EC-10	The Bidder/ members of consortium should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against Bidder/ members of consortium by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of Business.	Declaration in the letterhead of the service provider's company to that effect should be submitted.	
EC-11	The bidder/lead member in case of consortium should have Class 3 (both	An undertaking in this regard is required to be given by the bidder.	



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	signing and Encryption) digital Certificate for Bid Submission		
EC-12	<p>The Bidder/Consortium should be an Original Equipment Manufacturer (OEM) or authorized partner / authorized reseller/ supply of license of the Hardware / Solution and management support under warranty/ AMC.</p> <p>The Bidder/ consortium must be in position to provide support / maintenance / upgradation during the period of contract with the Bank and must be having back-to-back support from OEM.</p>	Bidder, be it OEM or partner, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure XIII of this RFP.	

Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.

Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.
- Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution.
- In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired Business may be considered.
- In-case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
- If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.

Place:

(Signature and seal of authorized person)

Date:

Company’s Seal

Designation: Bidder’s corporate name:



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5.3 Annexure III - Details of Past Performance

NAME OF BIDDER: _____

Order Placed by (Full Address of Purchaser)	Order No. and Date	Description of order	Date of Completion		Remark (reason for late delivery)	Performance of services (Attach certificate / PO from customer)
			As per contract	Actual		

Signature and Seal of Bidder



5.4 Annexure IIIA - Client Certificate w.r.t. CBC Experience

We hereby certify that M/s. _____ was awarded contract for Corporate Business Correspondent vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____. We certify that M/s _____ has deployed and satisfactorily managing _____ (No of agents) in _____ (No of states) at present.

We also certify that M/s. _____ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / RFP. The details of project execution under the above purchase order / RFP is as under:

PO date	Description	Name and details of contact person of organization for reference.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



5.6 Annexure IIIC – Client Certificate for FIG and Merchant Aadhar Pay Implementation

We hereby certify that M/s. _____ was awarded contract for _____ vide our Purchase Order Reference No. _____ dated _____ (copy of PO enclosed) with reference to our RFP Reference No. _____ dated _____. We also certify that M/s. _____ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / RFP. The details of project execution under the above purchase order / RFP is as under

Year in which the Solution supplied.	Details of similar hardware/software/solution supplied and installed. (List out of the make and model of hardware supplied)	Name and details of contact person of the organisation for reference.

Authorized Signatory
Name and Designation
Office Seal
Place:
Date:



5.7 Annexure IV- Bidders Information

Particulars to be provided by the bidder in the technical proposal – RFP Reference no. PSB/HOFIUID/RFP/01/2022-23

Bidders Information																								
S. No.	Information	Particulars / Response																						
1.	Name of the bidder																							
2.	Whether bidder is forming a consortium	Yes or No																						
3.	If yes, Provide below details for each member separately																							
4.	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.																							
	Company Head Office / Registered Office Addresses Contact Person(s) Phone Fax E-mail Website																							
5.	Names, designations, phone number, mobile number and official email address of the persons authorized to make commitments to the Bank	Name- Designation- Phone No- Mobile No- Email-																						
6.	Any pending or past litigation (within three years)? If yes please give details. Also mention the details of claims and complaints received in the last three years.	Yes / No / Comments (if option is ‘Yes’)																						
7.	Turnover , net profit after tax or loss, and net worth for last three financial years backed by documentary proofs (Only company figures need to be mentioned. Not to include group/ subsidiary Company figures)	<table border="1"> <thead> <tr> <th>Year</th> <th>Turnover</th> <th>Net profit or loss (-) after tax</th> <th>Net-worth</th> </tr> </thead> <tbody> <tr> <td>2019-20</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2020-21</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2021-22</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>(Mention the above amount in INR only)</p>			Year	Turnover	Net profit or loss (-) after tax	Net-worth	2019-20				2020-21				2021-22							
Year	Turnover	Net profit or loss (-) after tax	Net-worth																					
2019-20																								
2020-21																								
2021-22																								
8.	Present strength of the firm (a) Is Company ISO Certified (b) Nos. of Staff Members																							
9.	Detail of Tender Fee and Earnest Money Deposited.																							
10.	Income Tax PAN																							
11.	GST Number																							
12.	Taxpayer Identification No.(TIN)																							

13.	LEI Number	
14.	Details of the similar assignments executed by the bidder (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
15.	Details of inputs, infrastructure requirements required by the bidder to execute this assignment.	
16.	Details of the bidder's proposed methodology/ approach for providing services to the Bank with specific reference to the scope of work.	

DECLARATION

1. We confirm that we will abide by all the terms and conditions contained in the RFP
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days from the date fixed for technical bid opening.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)



5.8 Annexure V- Commercial Bid

(Commercial bid in separate Sealed Envelope super scribing RFP No. and Subject)

Request for Proposal (RFP) for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution

5.8.1 Table 1 - One Time Implementation Cost at Primary and Secondary Site

S.No.	Description	Count/ Qty	Unit Rate (excluding GST) in INR	Total Cost (excluding GST) in INR
		A	B	C = A*B
1	SOLUTION / APPLICATION COST			
1.1	FIG Solution (including Merchant Aadhaar Pay Solution) Cost			
1.2	BCA HHT Application, Kiosk Application and Aadhaar Pay Merchant Application Cost			
1.3	Implementation Cost at DC and DR			
1.4	Solution Integration Cost with Bank and Third Party Solutions			
2	CHANGE REQUEST COST			
2.1	Cost of additional customization, enhancements & parametrization i.e., Change Request –Per man days Cost. (Bank may purchase man-days at this per man day cost during the project tenure)	1 man day		
3	Any Other (Please specify)			
	TCO - 1			<SUM OF ABOVE>

5.8.2 Table 2 - Hardware & software license Cost at Primary and Secondary Site

Sr. No.	Description	Count/ Qty	Unit Rate (excluding GST) in INR	Total cost (excluding GST) in INR
		A	B	C = A * B
1	DC server(s) & other Hardware Setup			
	DR server(s) & other Hardware Setup			
2	Operating system			
	DC Operating System & Other Software licenses			
	DR Operating System & Other Software licenses			
3	Middleware Solution, if any (at DC and DR of the Bank)			
4	Hardware Security Module (HSM) at DC & DR			
5	Any other (please specify)			
	TCO-2			<SUM OF ABOVE>



Bank already have Oracle Database agreement (ULA) with Oracle. Hence Bank will prefer the proposed solution with Oracle Database with latest version. Bank will provide the necessary Oracle License to the vendor.

SI No	Program Description	License Metric	Quantity
1	Oracle Database Enterprise Edition	Processor	Unlimited
2	Oracle Real Application Clusters	Processor	Unlimited
3	Oracle Partitioning	Processor	Unlimited
4	Oracle Diagnostics pack	Processor	Unlimited
5	Oracle Tuning pack	Processor	Unlimited
6	Oracle Weblogic Suite	Processor	Unlimited
7	Oracle Advanced Security	Processor	Unlimited
8	Oracle Data Masking and subsetting pack	Processor	Unlimited
9	Oracle Advanced Data Guard	Processor	Unlimited

5.8.3 Table 3 - Recurring Cost – AMC / ATS at Primary and Secondary Site

All functionalities / modules / applications/ interfaces / tools /APIs / SSL certificates etc mentioned in RFP should be covered.

Sr. No.	Deliverable	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost (excluding GST) in INR
1	Solution/ Application - ATS Cost Annual Technical Support (ATS) cost of complete solution / License for 4 years (after completion of warranty period of 1 year) for both DC and DR sites.	X					
2	Hardware - AMC Cost Annual Maintenance Contract (AMC) for complete Hardware for 2 years (after completion of warranty period of 3 years) for both DC and DR site	X	X	X			
	TCO-3	X					<SUM OF ABOVE>



5.8.4 **Table 4 – Facility Management/ Onsite Support**

S.No.	Description	Qty	Monthly Cost per resource	Total Monthly Cost of all resources	Total Cost for 5 years (excluding GST) in INR
		A	B	C = A*B	D
1	Facility Management/ Onsite Support	3			
	TCO-4				<SUM OF ABOVE>

5.8.5 **Table 5 - Total Cost of Ownership for 5 years**

S. No	Item Description	Cost in Rs (excluding GST)	Total Cost in Words (excluding GST) in INR
1	One Time Implementation Cost at Primary and Secondary Site		
2	Hardware Cost & software license Cost at Primary and Secondary Site		
3	Recurring Cost – AMC / ATS at Primary and Secondary Site		
4	Facility Management/ Onsite Support		
5	Any additional Item		
	Total Cost of Ownership for infrastructure	<Sum of Above>	<Sum of Above in Words>

Total Cost of Ownership (TCO) for infrastructure for 5 years = _____

Amount in Words = Rs= _____

Note:-

- In case of discrepancy between the total price and unit price, the unit price shall prevail.
- Although bidders are required to quote various cost-items for the indicated quantity, the actual payment to the selected bidder would be reckoned on actual quantity ordered.
- In case of discrepancy between amount in words and in figures, the amount in words would be considered right.
- All the prices given above should be in INR and inclusive of all taxes.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- The Quantity mentioned here is approximate and Bank reserves the right to alter the quantity as per its requirement.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- The quantity mentioned will be approximate only. The actual requirement may vary i.e., increase / decrease.
- Initial contract will be signed for a period of 5 years
- Throughout the contract period successful bidder to provide details of project manager for monitoring the project execution.

Name of the Bidder:

Signature of vendor (With Seal of Company)

Date:

Place:

5.8.6 Table 6 - Monthly Commission / Remuneration Cost for a BCA

The Bidder is required to provide expected commission amount for the services. The final commission/remuneration structure shall be decided by the Bank (based on business requirement, current market condition, regulatory/ statutory and Bank's guidelines), which shall be part of total contract value and will be shared with the selected bidder only.

#	Parameter	Remuneration	Criterion	Bank Remarks
1	Fixed Monthly Income	Rs 5000 or Rs 2500	NA	Rs 5000 (to those BCAs only who login at least 20 days and perform at least 200 transactions in a month)
				Rs 2500 to others.
2	Variable Component			
2.1	New Saving PMJDY/BSBD/ Account Enrolments		Per account	X
	1. No of accounts opened < 100		X	Max Rs 20 per account; Min Rs 10 per account
	2. No of accounts opened > 100		X	Max Rs 25 per account Min Rs 10 per account
2.2	New Current Account Enrolment		Per account	X
	1. No of accounts opened < 5		X	Max Rs 45 per account ; Min Rs 10 per account
	2. No of accounts opened > 5		X	Max Rs 50 per account ; Min Rs 10 per account
3@	Mobilization of Term Deposit accounts with minimum balance of Rs 1000 for a period not less than 6 months		Per account	Max Rs 25 per account ; Min Rs 10 per account
4	Opening of Recurring Deposit with minimum balance of Rs 1000 for a period not less than 12 months		Per account	Max Rs 25 per account ; Min Rs 10 per account
5	Mobilization / Sourcing of Loan Accounts/ KCC/ GCC/ Standup India/ PMVVY/ Mudra etc		% of amount mobilized	Value in % of loan amount (Subject to max of 0.50% of loan amount or Rs 1000 whichever is lower) ; Min 0.10% of loan amount
	(Collection and preliminary processing of loan applications, Field Inspection including verification of primary information / data, Submission of application to Bank and leading to sanction and disbursement)			
6	Recovery of		% of recovered amount; per	Value in % of recovery amount (Subject to max of 0.50% of recovery amount or Rs 2500 whichever is lower);
	1. NPA Accounts			
	2. Doubtful accounts			
	3. TWO accounts			



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			account	Min of 0.10% of recovery amount
7	Holding of credit camp/counselling services attended by at least 15 persons		per camp/ meeting	Maximum - Rs 200 ; Minimum Rs 100
8	Sale of micro insurance / mutual fund /pension products/ third party products.	As per Govt Guidelines	Per new enrolment	The amount payable to BCA shall be subject to Govt Guidelines and Bank discretion
	I. PMJJBY (per enrolment)			
	II. PMSBY (per enrolment)			
	III. APY (per enrolment)			
9	Aadhaar seeding in existing accounts through or submitting Aadhaar details in branches for seeding		per seeding	Subject to max of Rs 10 ; Min of Rs 5
10	Receipt and delivery of small value remittances / other payment instruments/ Fund Transfer (for value Rs. 5,000/- and above per remittance/instrument/fund transfer)		per transaction	Value in % of remitting/ fund transfer/ instrument amount subject to max of Rs 10 per txn; Min > 0%
11	Cash Deposit/ Withdrawal		per transaction	Value in % of transaction amount subject to max of Rs 20 per transaction and Rs 50 per account per day; Min > 0%
12	Collection of Cheques*		per cheque	Max Rs 5; Min Rs 1
13	Passbook Printing		per account per day	Max Rs 10; Min Rs 1
14	Any other Please specify			

@Cap on business/ Commission: Reserve Bank has expressly prohibited sourcing of Bulk deposits, NRE/NRO/FCNR (B) deposits, and deposit from Public Sector Companies/Government Departments by this channel.

Sharing Ratio between CBC & BC. All the incentive/remuneration shall be paid/ routed through Corporate BC. The sharing between corporate BC and BC Agent shall be in the ratio of 20:80. The BCA shall receive minimum monthly cost as per the directions of RBI / GoI/ Bank.

Name of the Bidder:

Signature of vendor (With Seal of Company)

Date:

Place:

5.9 Annexure VI - Functional & Technical Specifications Compliance

Instructions of Filling up

1. "S.No." - Serial Number of the Requirement provided by the bank. Bidder must not change any information in this column
2. "Particulars" - The detailed Requirement. Bidder must not change any information in this column.
3. "BC" - Bidder's Compliance – Bidder would be required to provide an appropriate score to each requirement requested for as per the following Table

Bidder's Compliance	Description
S	Standard feature. Required features readily available and to be provided by the bidder
C	Customization required. Bidder will provide the customization with the stipulated date as informed by Bank

4. Marks for specifications for will be allotted against the responses to each of the point mentioned as per the following marking pattern:

Scale	Description
10	S- Standard feature
5	C - Customization required.
0	Blank, No or other than above response. The response to Functional and Technical as Blank or other than S OR C shall not be awarded any marks. However, the Bidder shall be required to provide all the specifications to the Bank.

5. Sheets will be scored on S/C scoring pattern, as per the above table. The Maximum and Minimum score shall be as defined under clause for Technical Evaluation.

1. Bidder is expected to provide for all requirements irrespective of the functionality of the solution proposed. Hence the overall cost must include all the requirements where the rank provided is S or C.
2. In case the Bidder fails to provide a "Bidder Compliance" against any of the line items the response would be considered as incomplete and may not be scored, at bank's discretion
3. Bidder is expected to provide the response by filling up the columns "Bidder' Compliance (BC)" and "Bidder Remarks" only. Bidder is advised not to make any changes to any information on the RFP documents for example insert a row or delete a row or modify any other information like change the functionality required, etc.
4. Every requirement needs to be treated as an individual requirement and should not be clubbed with any other requirement and the Bidder needs to provide a "Bidder's Compliance" for that individual requirement, in case the Bidder clubs the requirements the response would be treated as incorrect.
5. The Evaluation Committee decided by the bank would be marking this annexure already scored by the bidder and would be appropriately assigning the final marks. The bank will have the discretion to change the marks against the Bidder's scored line item if the bidder/OEM is not able to showcase the same in Product walkthrough or Presentation.

5.9.1.1 Compliance to Functional Specification

S.No.	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
A	APPLICATION /FIG SOLUTION		
1	Successful Bidder is responsible for deployment of BCAs (BC Agents), and to provide Hand Held Terminals (like Micro-ATMs (PoS)/ Tablets/laptops/Mobile Devices) with latest make/Software version to BCAs as required, installation and maintenance of required software in HHT by complying the latest standards/ requirements mentioned by IDRBT/RBI/DFS/UIDAI/NPCI/Bank or any other regulatory. Corporate BC (CBC) is required to deliver Banking and financial services in their service area as prescribed by RBI Circular and/or as per extant guidelines or any other area as decided by the Bank. Bidder shall also provide URL Based solution for Fixed Point BCA Kiosks with all the capabilities as per the RFP		
2	The proposed HHTs based solution and URL based Solution must be capable of extending following products & services through BCAs:		
3	Identification and enrolment of customers for new accounts. The BCA engaged at BCA outlets will identify the eligible customers and open E-KYC/non-ekyc compliant accounts of the customer as per Bank guidelines		
4	Account Opening through e – KYC/ CKYC using Bio metric / Iris/ Face ID with RD services approved by UIDAI and Non-ekyc as per requirement of Bank		
5	Bio-metric information should not be store at Solution / Database level and has to be authenticated on real time bases with UIDAI. The bidder shall ensure compliance with the UIDAI guidelines on Virtual ID, UID, UID Token etc. as issued from time to time		
6	Cash deposit (own bank)		
7	Cash deposit (other bank—AEPS/Rupay card)		
8	Cash withdrawal (on us)		
9	Cash withdrawal (off us)		
10	Fund transfer (own bank)		
11	Fund transfer (other Bank—AEPS/Rupay card)		
12	Balance enquiry (own bank)		
13	Balance enquiry (other bank—AEPS/Rupay card)		
14	Mini statement		
15	TDR/RD opening		
16	Enroll for micro accidental death insurance		
17	Enroll for micro life insurance		
18	Enroll for social security pension scheme		
19	Cheque collection		
20	AADHAR seeding		
21	Mobile seeding, Email Seeding		
22	IMPS		



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23	NEFT		
24	BBPS		
25	Dual Authentication of SHG		
26	Request new cheque book		
27	Stop payment of cheque		
28	Cheque status enquiry		
29	Renew TD/RD		
30	Block debit card		
31	Launch complaints		
32	Track complaints		
33	Request for SMS alert/ email statement (if mobile no. / e-mail is already registered)		
34	Pension life certificate authentication through Jeevan Pramaan (Aadhaar enabled)		
35	Recovery/collection up to bank approved limits		
36	Apply for RuPay debit cards		
37	Passbook update		
38	Loan request initiation for personal loan		
39	Loan request initiation for vehicle loan		
40	Loan request initiation for home loan		
41	Current account opening		
42	Request initiation for credit/debit/ Rupay card		
43	Request initiation for mutual fund		
44	Request initiation for life insurance		
45	Request initiation for health insurance		
46	Request initiation for motor insurance		
47	Tokenization		
48	Best Finger Detection		
49	FPS/ PDS Transactions		
50	Third party remittance		
51	KCC/ GCC		
52	Demographic Authentication (Single or Bulk)		
53	VID, UID, UIDToken based transactions		
54	PIN based RuPay card (EMV/ Chip Based) transactions		
55	Dual Finger detection		
56	All types of SHG/JLG transactions (balance enquiry, mini statement, deposit, withdrawals, Fund transfer, remittance etc) as per NPCI		
57	The agent servicing for the bank will be structurally managed at various levels of hierarchy i.e., Branch, Zonal Office and Head Office.		
58	MIS to be provided for effective monitoring, undertaking mid-term correction, if required, for achievement of planned target		
59	Business performance monitoring of the Agents / its hierarchy towards the business target		
60	Cash management and fund status at agent and managing with parameters / limits		

61	Solution should identify customers using AADHAAR No., Account No., magnetic stripe card etc. System should support authentication by biometric and non repudiation through transaction slip printouts.		
62	Successful Bidder shall be able to impose all the checks and validations at FI server as suggested by the bank, as applicable		
63	Facility for providing display of scrolling messages (marquee) on the Kiosk terminal. These messages should be visible even without logging in the system on the Kiosk application screen.		
64	Invoice generation, Commission and remuneration processing for corporate Business Correspondents (BC) and BCAs / Merchants bill generation based on variables/ performance based /fixed pay structure/combination on monthly/quarterly basis or any time frame or MDR basis.		
65	Print receipt and Voice acknowledgement in various vernacular languages for the customer, based on the geographical location of the terminal.		
66	Application deployed in the field devices/ URL based solution shall be capable of displaying banners/ customized messages/targets to the BCAs on day to day basis		
67	Reversal transaction solution should be handled in online mode for all types of transactions as per NPCI and Bank switch / CBS specifications		
67a	The operations and technology supporting BC operations shall at all times conform to regulatory and legal provisions and the requirements of the bank		
68	Merchant Aadhaar Pay / BHIM Aadhar Pay Solution	Bidder's Compliance (S/C)	Bidder's Remarks
68.1	Proposed Solution should provide Aadhaar Pay merchant and have the capability of acquiring transactions from merchant terminals and route these transactions to the appropriate network or native banking services.		
68.2	Proposed solution should have the full functionality of Merchant On-boarding		
68.3	Proposed Solution should be able to integrate easily with Aadhaar Pay Merchants and any POS terminal manufacturer including portable POS devices, mobile POS devices		
68.4	Solution must have the tools for reporting, monitoring and control and Managing all POS device centrally		
68.5	As part of merchant On-boarding below features required in proposed solution		
68.6	a) Aadhaar Pay Merchant Application Processing		
68.7	b) Aadhaar Pay Merchant Management		
68.8	c) Customizing/ Imposing at various levels/ frequency		
68.9	d) Second factor authentication like 3 D Secure, etc.		
68.10	e) Process Risk and Compliance		
68.11	f) Comprehensive Reconciliation to handle Interchange, Settlement, Chargeback's, etc.		
68.12	g) Comprehensive Reporting and MIS Capability		
68.13	h) Comprehensive Real time Transaction Monitoring, Advices and Alerts.		

68.14	i) Comprehensive Auditing and Journaling		
68.15	j) Web Interface for Administrators and reports		
68.16	k) HSM integration		
68.17	l) Aadhaar Pay Merchant Transaction handling and reporting		
68.18	m)Comprehensive processing of MDR, incentives, applicable GST levy etc. system files for processing of the records		
68.19	n) Mobile Device Management		
68.20	o) Any other MIS or reporting as required by the Bank from time to time.		
68.21	p) Merchant Payment platform is certified by Government agencies of outstanding repute –STQC and CERT In		
68.22	r) Only STQC certified finger print scanners are integrated with the Application		
68.23	The proposed solution should be able to support end to end BHIM Aadhaar Pay transactions. The proposed solution should also provide the Merchant Mobile/Tablet based (Android, iOS and Windows) application to be used by the Merchants		
68.24	Application should have capability for Fingerprint (UIDAI), IRIS (UIDAI), Face authentication, and geo-tagging as required by Ministry of Finance (MoF).		
68.25	The bidder has to use the latest model/version of hardware and software available with proper support during contract period.		
68.26	Reconciliation reports for day to day reconciliation of interbank transactions as required by Bank. The solution should accept input from CBS/NPCI/other third party vendors and provide the list of missing transactions to concern team of the Bank.		
68.27	Bidder should ensure smooth migration of complete data setup of existing BHIM Aadhar Pay solution & FIG Solution and transition from Bank's existing solution to proposed end to end FI solution without any extra cost to the Bank.		
68.28	A Merchant management module for managing the BHIM Aadhaar Pay Merchants should have the following features:		
68.29	1. Should have self on boarding of the Merchants feature by pushing the registration data on to Aggregation/FIG Server from the onboarding APK (by Merchant himself).		
68.30	2. The activation of the Merchants shall be made by the respective Zonal/Branch level users after verifying the documents.		
68.31	3. Should have the capability of capturing Finger Printer/Iris Scanner, Face Authentication, VID and Mobile device IMEI number at the time of onboarding.		
68.32	4. Should support the Registered Devices (RD).		
68.33	5. Should have the capability for activation/de-activation of the merchants by the admin users.		
68.34	6. Should provide the status of currently logged in merchants.		
68.35	APIs required for integration		
68.36	Apart from above mentioned requirement, if any other feature/provision required for successful implementation of the project, bidder will provide the same at free of cost.		

68.37	Front end application should support Android, IOS and Windows OS.		
68.38	All client applications should supports the following features, <ul style="list-style-type: none"> - Authenticating the Business Agent using Aadhaar, as per regulatory bodies guidelines - Fingerprint / PIN / IRIS authentication for transactions & OTP for eKYC - Provision to have multiple fingerprints and authenticating through any one of them - Secure online transactions - Secure communication with Intermediate Server over SSL - Transaction receipt printing. -Multi lingual print receipt on the client environment. - Multi lingual voice support 		
B	BCA Management	Bidder's Compliance (S/C)	Bidder's Remarks
1	Complete BC lifecycle management including appointment, onboarding, KYC, terminal linking, BC performance management, BC profile management, BC exit management, commission management, cash management, location management, capability to block/unblock BC etc should be provided. The module should be accessible across Head Office, Zonal Office and Branch Offices and there shouldn't be any restriction on number of users		
2	Successful Bidder is responsible for deploying qualified personnel as BC agent (BCA). Selected BCA should fulfil qualification/ selection criteria as per the guidelines of Ministry of Finance, IBA, RBI and Bank which may subject to change as per regulatory requirements. BC certification from IIBF is mandatory for every BCA before deployment/ on boarding.		
3	Document verification by the CBC & Police Verification should be mandatorily done before placing the request for approval of the BCA/ Bank Mitra.		
4	BC Onboarding process to be performed by successful bidder as per Bank's Policy.		
5	On boarding process will be system driven with initiation at Branch, approval after interview & due diligence at Zonal Office		
5	BC agents may be assigned with any other financial and non-financial transactions and any new initiatives taken up by Bank as per business requirement and as per instructions of Govt. Of India/ RBI or any other regulatory authorities from time to time. All the financial and non-financial transactions performed by the BC agents to be captured electronically. Specifically, the CBC/ BCAs shall all the activities defined under Scope of Work of the RFP.		
6	Successful Bidder is responsible for all operations performed by BC agents deployed.		
7	The area of operation, number of Corporate BC/ Sub agents deployed at a point in time, distance from base branch, Scope of activities,		

	w.r.t. operation of BC, working hours of agents, code of conduct will be as per Bank's policy and may be subject to change during the tenure of contract.		
8	Bidder will select, engage, train, educate, appoint and monitor Agent in areas allocated to the Bank under PMJDY and in Rural, Semi Urban, Urban and Metro locations for providing basic banking services through HHTs/Kiosk Banking as per the empanelment of bidder and requirement of the Bank		
9	Successful Bidder should make alternate arrangement during the absence period of deployed BCA with another suitable BCA under intimation to Bank.		
10	Corporate BC should arrange refresher course to BC agents for one day once in every 6 months to update and enable them to discharge their duties more effectively.		
11	BC agents should be provided with booklets (updated from time to time) containing SOP for running the BC outlet.		
12	Bidder must Display the Board at the location mentioning Bank's Name, Logo, its agent's name and location along with link Branch Name and contact details etc as per Bank's guidelines.		
13	Bidder /CBC should also Display the charges to be levied to the customers for the services offered to Customers as per Bank's guidelines.		
14	BC to specifically maintain all records, accounts including registers / documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents etc. CBC/ BCA shall account for all the monies received and paid by the BCA to the Customers. The transactions and cash position shall be reported to the Designated Branch on regular basis as prescribed by Bank. The maximum cash that can be retained by the BC shall be intimated by the Bank and BCA shall not retain cash in excess of the said limit. BC shall promptly deposit the cash with the Designated Branch within the time frames stipulated by the Bank		
15	Successful Bidder should provide a centralized solution to monitor end to end lifecycle of the BC agents.		
16	Solution should allow BC Agent creation and maintenance. Agent creation module should support the automatic updation/configuration of agent details at backend without manual intervention. However, the activation of the agent shall be made by concerned Branch Office/Zonal Office of the bank.		
17	Each BC to be identified with the Unique BC – ID and terminal ID. At any point in time one BC should be linked to one terminal only. System should provide capability to link / delink /activate/ deactivate BCs with terminals		
18	All the BC agents should login through Aadhaar along with a second factor of identification with proper session timeouts between HHTs as specified by the bank.		

19	Complete BC agent's profile should flow through the system for perusal of the Bank officials. Provide access to bank for MIS as per the format informed by the bank.		
20	The BCA data should be maintained as per the directions given by IBA/DFS/RBI.		
21	Digital copies of the BCA photograph, KYC documents/e-KYC reference number, Police Verification report, reports by references, etc. should be stored in digital formats and made accessible to the various stakeholders including branch, ZO and HO.		
22	Mapping of Kiosks to the BC agents, limits setting, etc., however, verification/ approval will at Bank level.		
23	An online BC registry have to be maintained with complete KYC details of the agent along with his area of operations, product offering, performance, salary details, leave details etc.		
24	BC Agent and Kiosks terminal management I transaction limit and sub limit based on type of transaction, BC (PMJDY, Non PMJDY, Kiosk) Geographical location and Category (Rural, Semi Urban, Urban and Metro).		
25	Categorization, identification, modification of BC agents based on Bank's requirements (i.e. SSA /non-SSAs/ Rural/ Urban/ Metro or combination of entities)		
26	The solution should support Bulk upload of -existing Location & BC data - Location Addition/Management – BC Registration, blocking by Bank -BC Authorization by bank/branch		
27	Configuration of banking services at agent level i.e. Kiosks level.		
28	Should also have the capability to identify type of device BC/Bank Mitra is functioning with. HHT, Kiosk (Desktop/ Laptop), Other Mobile Device (Mobile/Tablet) etc.		
29	Should have capability to capture hardware details of BCA		
30	Should have capabilities to block/permit Bank Mitra/ BC/ Kiosks from operating. The unique identity number should enable bank to activate / block an agent & his credentials in the backend ecosystem to permit or limit his access and services too.		
31	Audit trails, which shall mainly includes the activities of login, creation, deletion, parameter change, transactions logs etc., as per Bank's policy		
32	Each transaction linked to one BC should be identifiable		

33	Facility to track accommodating transactions done by the BCAs , based on various scenarios for identifying accommodating / ineligible transactions. The scenarios shall be decided Jointly by the bank and the endor from time to time.		
34	There should not be any restriction in functionality based on type of BCA ,i.e., Individual/ JLG/ SHG.		
35	Each agent should be created with a Unique Account number which will be used for the settlement of the transactions done by the respective agent.		
36	All this agent account number need to be classified under a Product code to enable the bank to monitor the entire cash status of the agents in any level of hierarchy		
37	With this unique account number of the agents, bank should be able to define with the required limits or parameters in form of cash limits, transaction limits etc.		
38	Role based access – Service level restriction for agents / Centralized financial parameters (or limits) maintenance as communicated by bank from time to time.		
39	Limit Management Module. The Administrator should be allowed to control the limits across various parameters o Per Transaction Limit o Per Agent Limit o Per Customer Limit These limits may be applied both at the per transaction level and at the cumulative level (for the day, month etc.)		
40	Providing BC login details, transactions details and other data as and when required by bank should be provided in Dash boards for monitoring by the Bank officials.		
41	Successful Bidder should analyse the transactions on regular basis and submit a report to bank on failure of transactions with reasons. Successful Bidder should device a plan and initiate necessary steps to reduce failure of transactions.		
42	Solution should have capability to levy different types of variable /fixed charges on the customer transactions on the basis of customer type, transaction type.		
43	Report of all transactions processed during the day as requested by the User Department to be provided for monitoring, reconciliation & settlement.		
44	FI server should have all checks and Validations for checking the per day/per month/per year transaction limits of the BC agents, customers, etc. as stipulated by the Bank/ Regulators from time to time.		
45	System should allow to send SMSs to the deployed BC agents on monthly basis/ frequent intervals on the targets / any important messages conveyed by the bank through Bank’s SMS gateway.		
46	Successful bidder to provide Commission module which supports commission calculation based on transaction type and fixed commission or transaction value or count based commission		
47	System should be able to capture all transactions and calculate commission based on various rules defined by Bank like type of transaction, calculation of penalty, performance incentive etc .		

48	The commission should be calculated on a monthly basis/ quarterly/ yearly basis on the rule set for the individual BC agent or group of BC agents. This module should be customizable as per bank's requirements.		
49	The system should allow to add, delete or modify parameters like type of transaction (viz task performed by the BCA), fixed income etc based on which commission shall be calculated.		
50	Commission calculation module should be able to generate BCA wise, State-wise, District-wise, Product/transaction type wise, Zone-wise, Bank-wise, date/month/quarter/halfyear/year wise commission paid reports.		
51	Commission module should be linked to Target Setting & Performance Outcome modules/ functions		
52	Commission Module should allow manual entry at Branch Level and Verification at Zonal Level in case of sourcing of business/ Non STP based task entry		
C	CASH MANAGEMENT	Bidder's Compliance (S/C)	Bidder's Remarks
1	The funds that would be required to make payments should be made available by the BC Agent or the corporate BC. Cash Management will be the responsibility of the Bidder/Corporate BC for the Banking operation.		
2	Cash retention limit shall be prescribed by the Bank. Excess cash over the retention limit must be deposited with the linked branch of the Bank as per Bank's policy which will be shared with selected bidder. The cash retention may be amended as per requirement on case to case basis as per Bank's policy		
3	The BCA shall be required to handle collection and payment of deposits and withdrawals, as per limits prescribed by the Bank.		
4	The BCA shall be responsible for the security of the cash received from the customers towards any transaction etc., at their own cost, expenses and risks.		
5	Bank reserves the right to revise transaction limits of the customers/ turnover limits of the BC agents at any point of time as per Bank's discretion / regulatory guidelines.		
6	The Corporate BC shall be responsible for remittance or collection of cash from individual BC agents depending upon the need and time.		
7	Successful Bidder to balance the cash balance in the HHT device with bank CBS account on daily basis and submit weekly certificate to the bank.		
8	Corporate BC shall indemnify the Bank against all losses / cash balances held or handled by the BC, their representatives or other intermediaries appointed by the BC including mis-conduct, negligence, frauds or any loss caused to the bank on the part of the BC's personnel / employees and their agents / sub-agents. Based on the risk perception of the Bank, the Bank may stipulate financial ceilings on net exposures to BC or to his authorized agents.		

D	REPORTING/ DASHBOARD/ MIS	Bidder's Compliance (S/C)	Bidder's Remarks
1	Successful Bidder has to provide a tool/application to enable Bank users to generate various reports/ Dash boards with real time data required by the Bank to monitor BC operations and also should put in place alert mechanism.		
2	Bidder must provide the required MIS on regular basis as per the requirement of Bank. Bank will require daily activity reports along with weekly, monthly and quarterly performance for review. These reports should contain transaction details (success as well as decline with reason) and other BC agents activities mentioned in RFP		
3	<p>Following MIS reports to be provided:-</p> <ul style="list-style-type: none"> • BC master report as per DFS GIS report format with Coordinates. • Real time BC login reports with State wise/ District wise/ Zone Wise as per DFS format • Real time inactive BC report • BC transaction report product wise • Reconciliation reports • Cash position report BCA wise • BC commission reports • Failed/ unsettled transactions reports • Dispute Management reports for which complaints are raised by the customer • BC activity reports • BC onus and Offus transactions with Interchange Day-wise for Current Month Logon BCA, Transacting BCA, Credit Transaction Count / Amount, Debit Transaction Count /Amount Consolidation, Revenue Report <p>Transaction Category-wise BCA Counts,. CBC Login / Transaction Performance Comparison, BCA Activity (Login / Transaction) Days for the Current Month Consolidated, Enrollment Summary reports</p>		
4	BCA login Report		
5	Enrolment (eKYC & CKYC) report		
6	Transactions (AEPS (OFFUS/ONUS), BBPS, IMPS, NEFT , Fingerprint, IRIS, Face Authentication, VID, UID Token, Aadhar based transactions, IMPS, PIN based Rupay card (OFFUS/ONUS)/ Remittance / Fund transfer (OFFUS/ONUS)) report		
7	Bank Mitras worked /non work status on particular day, Active / inactive Bank Mitras report		
8	Other services – Aadhaar seeding, mobile seeding, social security scheme, etc limits report		
9	Geographic location, SSA/Non-SSAs/Rural/Urban/Metro based activity report.		
10	Loan repayment / EMI / premium collection reports.		
11	Reports to be submitted to RBI, Ministry of Finance and top Management of Bank – as and when required		
12	Fixed reports (daily, weekly, monthly, and yearly) as required by Bank.		

13	1. Fixed reports for Bank Mitras as required by each Corporate BCs e.g. a. Bank Mitras –wise and BC wise commission report based various transactions done. b. Reconciliation reports for all digital channels available		
14	Bank may change/add/modify/delete reports as and when required or as per the guidelines of the regulators. The Successful Bidder have to deploy the necessary reports without any extra cost to the bank.		
15	Bidder to provide a proper MIS to capture data in respect of number and names of villages covered, number of beneficiaries provided with cards/biometric access, number of persons receiving government payments through RBI proposed Electronic Benefit Transfer (EBT), level of credit dispensation, recovery, transactions, savings etc. on periodical basis & as required by the Bank from time to time. The MIS will be used for effective monitoring, undertaking mid-term correction, if required, for achievement of planned target.		
16	Exceptional reports to be provided in Bank desired formats		
E	RECONCILIATION & DISPUTE MANAGEMENT	Bidder's Compliance (S/C)	Bidder's Remarks
1	Reconciliation reports for day to day reconciliation of interbank transactions (AEPS, IMPS, Card Transactions, BHIM Aadhaar pay, BBPS, NEFT and other channels added from time to time) as required by Bank. The solution should accept input from CBS/NPCI/other third party vendor and provide the list of missing transactions to concern team of the Bank		
2	Facility to raise/track/close disputed transactions by Bank Mitras / BC/ Merchants/ branches/ officials and generate MIS reports		
3	Automatic transaction reversal on timed out transactions at all levels.		
4	Tthe system should allow taking the transaction logs for reconciliation and dispute management purposes. 1. Reconciliation module to support taking transaction logs through the portal for a given day. 2. Logs should also be allowed to be taken for specific transaction. 3. Enrolment report consisting of gap between the account opening data sent to bank and account responses received is generated to reconcile any difference in account opening.		
5	The reconciliation reports should be in different formats i.e., .xlsx, CSV, TXT, PDF etc as per requirement of bank.		
6	There should be flexibility of downloading reconciliation reports between dates, at a specific date etc.		
7	System to allow multiway way reconciliation of CBS, FIG, ATM Switch / NPCI , HHT Switch/Merchant Pay, Biller, RBI etc after each day and pass the necessary rectification entries		
8	The dispute mechanism provided by NPCI should be used for all disputed inter-operable transactions		

F	HHT/ Device Management / Remote Management System	Bidder's Compliance (S/C)	Bidder's Remarks
1	System should be capable of complete device / inventory lifecycle management		
2	Device registration, linking / delinking with BC, device status management, online tracking of device, central software management, patch management, periodic health management, device cleanup etc		
3	Mobile Device Management based on Bank's security Policy		
4	Endpoint security management of the device shall be under the purview of Bidder's Scope of Work		
5	Bidder shall integrate all peripheral devices like Biometric scanner, Printer, Web Camera etc for providing services as per RFP		
G	CONFIGURABLE CORPORATE BC AND INTEGRATION WITH SOLUTION	Bidder's Compliance (S/C)	Bidder's Remarks
1	The solution should allow to configure more than one corporate BC and BCAs under the CBC in in case Bank wants to add more CBCs in future at no extra cost to Bank		
2	New CBC & BCA under CBC should be able to integrate with all the modules at no extra cost to Bank		
H	USER MANAGEMENT	Bidder's Compliance (S/C)	Bidder's Remarks
1	The solution allows users of different types with different roles like BC Agents, Branches, Zonal Offices, HO, Administrators, Auditor etc with features of separation of duty, Identification, Authentication, Authorization, Auditing and Monitoring.		

5.9.1.2 Compliance to Technical Specifications

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
1	Successful Bidder to implement FI Gateway both at Primary Data Centre and Disaster Recovery Centre. The Bidder has to comply with regulatory , statutory guidelines and legal requirements of UIDAI/ NPCI/RBI/DFS/Gol/CertIn/IBA etc, Scope of Work and other terms of the RFP for the entire end to end solution.		

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
2	Bidder has to comply with - a) Retention of Data in compliance to IT Act 2008 and other regulatory guideline as applicable. b) Right to Audit as and when required by Bank. c) RBI Master Direction on Digital Payment Security Controls dated 18.02.2021 as applicable. d) PCI-DSS, PA-DSS e) STQC Certified Device Regulation f) Aadhar Act g) Bank's IT and Security Policies h) Minimum Wages Act, Labour Laws The bidder must be ISO 27001:2013 -ISMS complied.		
3	All the hardware, equipments, solutions, and software etc. should be installed/ deployed with hot-standby, High Availability (both at Bank's DC and DR sites), with BC (Business Continuity) and the same should be of the latest versions and the Bidder must confirm this and furnish details thereof. The vendor should provide technological solution with a highly reliable and scalable architecture that conforms to international standards and best practices. The Bidder would be responsible for installation, testing, commissioning, configuring, integration, warranty and maintenance of the system. The sizing and components at DC and DR have to be identical.		
4	The proposed solution should replicate the data between Bank's DC and DR Site on real time basis.		
5	Security of the individuals' Personally Identifiable Information (PII) and transaction data must be maintained (while the data is in use, in transit and at rest using) as per regulatory and Statutory guidelines at no extra cost to the Bank.		
6	Raw Finger print image should not be stored and should conform to RBI/NPCI/UIDAI guidelines.		
7	Fraud prevention technologies should be implemented for detecting multiple enrollments, for de-duplication replay of transactions, etc.		
8	Vendor shall provide technologies with highly reliable functionalities to support encryption on HHT, transmission channel intermediary devices and servers and support secure communications between various devices/components/interfaces.		
9	All hardware, software, licenses and required technical support to be provided by the Successful Bidder.		
10	Maintenance and Operation of the System to be done by the Successful Bidder at DC/DRC of the Bank		
11	Bidder shall securely integrate the FIG Solution with CBS - Finacle 7 and Finacle 10, ATM Switch, Card Payment, EFRM, RTTS, Aadhar Data Vault, E-KYC, HSM, NPCI, BBPS, SMS/Email Gateway, server Biometric & RD Services, SOC/SIEM, etc		
12	The bidder shall deploy and manage application for BCA HHT & Bhim Merchant Aadhar Pay and URL Based Kiosk Solution for BCA Outlets/ Kisoks		

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
13	<p>The bidder will supply and manage Android based HHT for the BCA. Android Based Hand Held Terminals to comply with below standards:</p> <ul style="list-style-type: none"> • Android version- Version- 4.4 or above • In built Camera • WIFI enabled • NFC capability • Biometric reader for Fingerprint (either embedded or Bluetooth connected) • Printer (either embedded or Bluetooth connected) • Chip based as well as swipe based facility available • Capability for IRIS and Facial recognition, as & when functionality goes live from UIDAI <p>The bidder shall ensure that the device can be located through GPS as well as GPS parameter can be captured during the transaction.</p>		
14	<p>The Bidder shall ensure that the HHT is located within the Geographical area allotted (Geo-tagging facility) to the concerned BCA and is in a prominent place, acceptable to the Bank. The Kiosks should access only the solution available with the Bank. The bidder shall also provide training and operational support for the end-to-end infrastructure supporting the business correspondent services - including the handheld devices, enrolment system, digital fingerprint scanners, digital cameras, printers, intermediate switching, backend Banking software, etc.</p>		
15	<p>Successful Bidder Shall provide interface and establish secure connectivity between front end system and intermediate system and CBS. Bidder shall be responsible for the security and management of the entire solution.</p>		
16	<p>The data that is stored on the system has to be secured and the integrity maintained at all costs. Techniques to track data tampering and corruption has to be put in place</p>		
17	<p>Bidder has to install licensed antivirus on all endpoints (HHT/ Laptop/Dektop) and update and scan the device endpoint regularly. Bank will not permit any endpoint device to be connected to Bank's network unless a valid licensed antivirus is installed in it.</p>		
18	<p>Solution has to process financial and non-financial transactions online on real time basis.</p>		
19	<p>The proposed solution should respond within a guaranteed very low response time as per SLA</p>		
20	<p>Successful Bidder has to troubleshoot the issues if any between FI server, FI gateway ,NPCI, ATM Switch, NIC, Device vendors, Bank's Network and Security teams, and any other interfaces and ensure maximum uptime of the services as specified by bank.</p>		
21	<p>Successful Bidder has to deploy a mechanism for centrally monitoring of BC agents, Logins, transactions, terminals. Access to be provided to Bank officials to monitor the same.</p>		

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
22	<p>FI server shall support the following additional functionalities:</p> <ul style="list-style-type: none"> • Only Authorized or registered devices on ensuring the authentication of terminal ID, authorized BC Agent can login to the system, messages as per standard format, decrypts the message successfully and connects to the Intermediate Server through https only. • Push software upgrades, if any, to the handheld device periodically and ensure that all the handheld terminals are having the latest version of the software • Secure communication between all devices/systems end-to-end. • Ensure that all the upload done from the various handheld devices/Laptops/ Desktops are properly accounted in the system with various status flags and validations. <p>FI Server should have the capability to capture all the activities undertaken by the BC agents in the field which includes financial, non-financial and BC/ BF activities</p>		
23	<p>MicroATMs (PoS)/ Tablets/ Mobile Devices should be connected directly to FI server and process through Bank's FI gateway for both financial and non-financial transactions. All the interface specifications with Financial Inclusion Gateway will be provided by the FIG vendor.</p>		
24	<p>Successful Bidder must deploy devices which comply with the latest specifications issued by regulatory and statutory bodies from time to time and only STQC certified devices to be deployed. Tablet/Mobile devices should have facility to connect to STQC certified biometric reader for authentication</p>		
25	<p>Successful Bidder has to deploy the biometric devices as per guidelines issued by UIDAI/ NPCI from time to time without any additional cost to the bank. Successful Bidder has to procure and deploy the equipment (Tablets) required to achieve full functionality of proposed solution which includes devices like IRIS scanners, PIN pads, printer etc. to be procured and deployed by the Successful Bidder without any cost to Bank. Bidder shall ensure the following;</p> <ol style="list-style-type: none"> 1. There should be no mechanism for any external program to provide stored biometrics and get it signed and encrypted 2. There should be no mechanism for external program/probe to obtain device private key used for signing the biometrics addition to the above, the application shall provision and provide for "Facial Recognition" for biometric authentication, as & when launched by UIDAI 		
26	<p>The Devices shall be ready for IRIS/ Facial authentication and the same shall be implemented upon the specifications/ Certification is released by UIDAI. The bidder shall undertake the development and incorporate the functionality to the deployed system at no additional cost to the Bank.</p>		
27	<p>All integration with NPCI to be compliant with NPCI/UIDAI guidelines of XML/FIR+FMR based messaging format.</p>		
28	<p>All the software provided to the Bank should have valid license key. Successful Bidder needs to provide the media and software entitlement to the Bank. Bidder will use licensed software and Operating System only and shall ensure that no unauthorized software is installed in the Laptop/Desktop/Mobile device..</p>		

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
29	Escrow mechanism for the FI application will be responsibility of the successful bidder along with all other backups, without any additional cost to the Bank		
30	Proposed solution should have standard interface capabilities (standards like ISO, XML, web services etc.) from end to end encryption with SSL / TLS 1.2 and above (latest stable version).		
31	Successful Bidder should ensure ISO 27001 standards from end to end and the certificate to be submitted to bank periodically during the contract period.		
32	Bank in future may migrate to IPv6 environment. The servers and devices provided by bidder should be capable of supporting both IPv4 & IPv6 without cost to the bank		
33	No storing and replay of biometrics as per UIDAI/ NPCI guidelines. Should comply with Aadhaar Act 2016 guidelines and subsequent amendments / guidelines given by any regulatory body.		
34	Successful Bidder to deploy devices certified by UIDAI/ STQC for Level-0 and Level-1 Aadhaar Authentication as per latest UIDAI/ STQC/RBI guidelines. Successful Bidder to submit the RD certificate to the bank received from UIDAI before deploying devices, which are presently being used or will be used in future for Aadhaar authentication.		
35	Secure Sockets Layer (SSL) TLS Ver 1.2 and above mode of communication to be used for encryption of data in transit.		
36	Centralized application management i.e., patches and any upgrades should be pushed to Field level devices from a Central server and ensure all devices should be running on same version		
37	It is the responsibility of the Successful Bidder to keep the equipment in working order ensuring compliance to SLA		
38	The Successful Bidder should also take adequate care for using Hardware/Software that will not become End of Sale within 24 months of Supply and End of Support/End of Life during the period of Contract		
39	The solution should adhere to the standards prescribed by the Indian Bank's Association (IBA) and Institute for Development and Research in Banking Technology (IDRBT) / RBI/ NPCI / STQC / UIDAI / PCI-DSS / PA-DSS or any other regulatory body.		
40	The solution shall have adequate security functionality like:- <ul style="list-style-type: none"> • Device registration, Mac ID validation, Secure authentication and authorization of devices. • 2FA based Agent login • Retry of fingerprint authentication for Agent within limited num of attempts • Service wise Authentication levels - Each service to be configurable from admin module with the following: <ul style="list-style-type: none"> • Agent fingerprint authentication • Customer fingerprint, iris, face authentication • Agent transaction password 		
41	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		

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
	transacted, etc. as required by the Bank. All transactions should be secured from end-to-end		
57	The solution supplied by the Bidder should provide timely tracking and reporting of events / violations to bank's policies.		
58	Systems should be available to support uninterrupted services to the customers duly meeting the contractual obligations of the Bank towards third-parties and customers.		
59	The devices/ servers deployed by the bidder for FI activities should be hardened/ baselined as per bank Policy.		
60	Avilibility of communication channels like regular GSM/GPRS, CDMA cellular, PSTN or LAN.		
61	System should be capable of integration with Banks CBS, NPCI, ATM SWITCH, EKYC ENGINE, UIDAI, RD SERVICES, IMPS, BBPS, AEPS, SMS / EMAIL Gateway, Hardware Security Module (HSM)/ Bhim AADHAR/ Bank's Aadhaar Data Vault solution etc		
62	FI Gateway should be able to identify the version of the client application available in front end device from each request. In FI Gateway, there should be an option to configure each application's current version. If the client application version is older than that configured at FI Gateway, the FI Gateway server will deny the transaction and allow latest download of latest application .		
63	Solution is required to support the ISO, JSON, XML messages, web services, HTTP/ HTTPS, XML, TCP/IP, and other formats so as to seamlessly integrate with other solutions/ Third parties		
64	PCI- DSS Certified Devices		
65	The solution can support 1000+ transaction per device per day		
66	Capability to print receipts of all type of transactions in local language		
67	Capability to support Facial authentication (as per recent guidelines of UIDAI)		
68	The bidder shall ensure compliance with the UIDAI guidelines on Virtual ID, UID, UID Token etc. as issued from time to time.		
69	The most complex transaction under peak load should be completed within reasonable time not exceeding 5 seconds (as per specifications of NPCI), with the resource utilization not crossing 70%.		
70	Bidder shall ensure the encryption of data including PII, Aadhaar Number, Fingerprints, Demographic details as per UIDAI/NPCI guidelines		
71	The proposed solution should save the data in latest industry standard encryption format in Solution, as per regulatory and other recommendations/ guidelines.		
72	Bidder should also carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports without any extra cost to bank.		
73	The solution should support Mobile Device Management to apply policies as per Bank/ regulatory/ statutory etc guidelines		
74	Solution should provide Audit trails of transactions(financial/non-financial- successful / failed / reversal/ system etc.), activities of administratirs, BC		



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S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
	and Agent/ Merchant Management module.		
75	Key Management Module for PIN based RuPay Card transactions.		
76	<u>Backup & Recovery</u> 1. Complete backup solution shall be provided by the bidder, both at DC and DR. 2. The proposed solution should provide on-line replication to backup site. Should provide automating the backup processes for all the applications/databases in Primary and Disaster Recovery sites. 3. For online backup, Disk to Disk based backup solution should be provided. While for long term retention Tape based solution has to be provided.		
77	<u>Security/ Audit Trail</u> The proposed solution should maintain Audit Logs of all user activities including User ID, Date, Time, IP Address, Terminal ID, Locations, etc. • All Error messages must be logged. It should be possible to look up online (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action. Error messages or events of a certain severity level should be immediately notified to the System Administrator's Group and actual user. • System should provide auditable management of User-ids, access rights and passwords, login, activities etc • Maintenance of a secure, auditable log of access to the system, identifying user-Id, date, time, functions accessed, and operations performed etc. • A separate Login/ Role/ user type is required for Auditors who can view all the parameters/ test cases/ pending reports/ and perform complete Audit/ reporting through the user. Though the audit user would have view permission only.		
78	The proposed solution should comply with the audit observations as per terms of RFP		
79	The bidder will ensure continuity of business, compliance to Business Continuity Plan and Disaster Recovery Plan, RTO (60 minutes), RPO (10 minutes), MTBF (3 months), MTTR etc. -Certifications for Quality and Safety Standards of proposed Servers: 1-Compliance to Safety of IT Equipment: UL 62368 or IEC 62368 or CSA 62368 or EN 62479. 2-Standards for EMC (Electro Magnetic Compatibility) Standards: EN 55035 Class A or CISPR22 Class A or CE Class A or FCC Class A Standards for EMC (Electro Magnetic Compatibility) requirements. 3-RoHS: EN IEC 63000 -Security Standards for proposed Servers: 1-Cryptographically signed firmware 2-Secure Erase 3-FIPS 140-2, TPM 1.2/2.0, NIST SP 800-147B ("BIOS Protection Guidelines for Servers") and NIST SP 800-155 ("BIOS Integrity Measurement Guidelines") -Server Management Solution: OEM's management software should be		

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
	<p>provided.</p> <p>-The proposed array should be supplied with native Storage management software with Web based GUI capable of generating customized reports, real time monitoring, historical performance data for analysis and trending, capacity utilization monitoring.</p> <p>-Hardware OEM Operations & Expertise: The OEM should have its Sales and Support Operations in India for last 10 years</p> <p>-Data Encryption: The proposed storage system should be offered with Data at Rest Encryption (140-2 Certified)</p>		
80	The bidder would provide updates, patches, bug fixes, version upgrades for the entire Solution/ infrastructure		
81	The Bidder should provide the latest version of the Solution. The bidder will replace the out -of-support, out-of-service, end-of-life, undersized infrastructure elements at no extra cost to the bank during the entire contact period. (Replacement to be done before due of date.)		
82	The Bidder would be responsible for installation, testing, commissioning, configuring, integration, warranty and maintenance of the system.		
83	The Bidder should have necessary agreement with the OEM for all the required onsite support for entire project period. Bidder should have back -to-back support with OEM during the total contract period for necessary support. However, Bidder will be held accountable for OEM's inaction and penalty charges would be levied on the bidder as per the Service Levels and Terms & Conditions.		
84	Installation, configuration, integration would be done by the bidder and signed off provided by the OEM. It will be the Bidder's responsibility to liaison with the OEM to provide full technical support to the satisfaction of the Bank for the complete tenure of agreement i.e. project.		
85	Therefore the bidder has to provide the documentation for the project including but not limited to references regarding scope, functional and operational requirements, resource requirements, project design/ plan, product description, guidance for best practices, implementation guidelines, user acceptance test cases and test plan, operations/ policy configuration manual, integration document, security implementation, training materials, evaluation scoreboards and matrices etc.		
86	Adherence to agreed Service Levels, periodic monitoring and reporting of the same to the bank through a portal/tool (to be provided by the bidder). The bidder shall provide portal which should be configured, maintained and updated to record all agreed upon SLA breaches. Bank should be able to generate reports to validate the service availability through comprehensive web-based portal (dashboard). The portal shall be accessed by Bank users with individual login credentials.		
87	All software and required drivers of the Solution/appliances/Servers are to be delivered along with the appliance/Server.		
88	<p>Hardware(s) should have built-in redundancy features such as- dual power supply etc. The hardware components should be hot swappable.</p> <ul style="list-style-type: none"> - Proposed servers should have latest generation Intel Xeon or AMD EPYC processors. - Proposed storage disks should be at least SSD. 		

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
	<ul style="list-style-type: none"> - Network switches (TOR) should be included in the proposal by Bidder. Bank is using Cisco ACI and SDWAN hence bidder to propose the compatible switches. - Database servers should be on separate hardware. - All required OS or application or any other licenses required to run the solution should be included in proposal by Bidder. - Bidder has to propose either latest or 'n-1' version of the OS or software. - No freeware is allowed in Bank's IT environment hence bidder needs to consider the same. - DR Production hardware should be a replica of DC. - Data should be replicated from DC to DR. Bidder can choose the replication mechanism from DC to DR. e.g.: Oracle ODG or Storage based replication. (For Database, DB based i.e.: ODG is preferred by Bank.) - Hardware/Software that will not become End of Sale within 24 months of Supply and End of Support/End of Life during the period of Contract. - All the proposed hardware should be manufactured in accordance with the international quality standards ISO 9001:2015. - Storage OEM must be listed in leader's quadrant of Gartner MQ report for Primary storage for last 3 years. Bidder should propose their latest storage models and solutions in response to this RFP. - Backup data and production data should not reside on same storage box. (Should be on physically separate storage) - Any internet/public facing server (e.g.: hosted in DMZ) should be physically separate from MZ servers. - HA nodes (Active –Active or Active-Passive) should be on physically separate hardware. - Latest generation LTO tapes has to be provided. - Management ports should be copper ports while Data ports have to be 10G fiber. 		
89	<p>Onsite Technical Support: Successful Bidder will install/ implement the solution at Bank's premises and also provide Onsite Technical Support resource as per requirement of the Bank (Defined in the RFP) who would operate from Bank's location in Delhi to provide technical support with regard to the offered solution as per requirement of the bank.</p>		
90	<p>Support for application version/ hardware-cum-software infrastructure upgrade without any extra cost: In case of application version/ hardware-cum-software infrastructure upgrade of supplied solution, the successful bidder should be able to integrate the solution to the new/ upgraded version of respective applications and/ or hardware-cum-software infrastructure within 3 months of up gradation while ensuring continuation of services during up gradation/migration and without any cost to the Bank.</p>		
91	<p>Architecture: Bidder should provide details of architecture of the proposed solution containing complete details of specifications of components of proposed solution</p>		

S.No	Particulars	Bidder's Compliance (S/C)	Bidder's Remarks
92	The bidder shall submit an OEM recommendation letter confirming the sufficiency/ sizing of all deliverables like- hardware, software (including licenses), services, and other tools etc. supplied by the bidder for the project as per the scope of the RFP		
93	Bidder shall work and liaison with the existing System Integrator(s) and other vendors of the Bank to ensure successful implementation of the solution		
94	Solution should be available/compatible with Mobile/Tab/Laptop/PC		
95	Solution should be functional even at low bandwidths		
96	The solution should be capable of pulling and pushing of data from the CBS system and integration with CBS (Finacle 7.x and Finacle 10.x) protocol wherever necessary will be part of the solution.		



5.10 Annexure VII - Undertaking for Non-Blacklisting / Non-Debarment of the bidder

To
The Dy. General Manager – FI
Punjab & Sind Bank
HO FI-UID Cell
5th Floor, Bank House
Rajendra Place
New Delhi - 110008

Dear Sir,

Sub: RFP for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution

We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.

We further confirm that all the information as per requirement of the Bank have been included in our bid.

Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.

We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

Place:

(Signature and seal of authorized person)

Date:

Company's Seal

Designation:

Bidder's corporate name:



5.11 Annexure VIII - Non Disclosure Agreement (NDA)

NON-DISCLOSURE AGREEMENT

(Non-Judicial Stamp Paper of appropriate value)

This Non-Disclosure Agreement made and entered into at..... on Thisday of.....20....

BY AND BETWEEN

....., a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 and having its Head Office at 21, Rajendra Place, New Delhi 110008 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Punjab & Sind Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Punjab & Sind Bank is engaged in the business of providing financial services to its customers and intends to engage service provider for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution
2. In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the Vendor and or his agents, representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/ furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.



(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,
- (c) was rightfully obtained by the Vendor from a source other than Punjab & Sind Bank without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Punjab & Sind Bank of such order and afford Punjab & Sind Bank the opportunity to seek appropriate protective order relating to such disclosure.
- (e) The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Punjab & Sind Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.



Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) Financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement



may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.

9. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

10. Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

11. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

12. Waiver: A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

(Designation)

For and on behalf of Punjab & Sind Bank

(Designation)



5.12 Annexure IX - Bid Compliance Statement

(Undertaking to the Bank on the vendor's letterhead)

To,

The DGM-FI,
Punjab and Sind Bank
HO FI-UID Cell
5th Floor, Bank House
Rajendra Place
New Delhi 110008

Dear Sir,

Sub: RFP for

vide RFP Ref No:

Further to our proposal dated, in response to the Request for Proposal for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution (Bank's tender No) hereinafter referred to as "RFP" issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:



5.13 Annexure X - Performa for the Bank Guarantee for Earnest Money Deposit (EMD)

(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)

Guarantee for Payment of Earnest Money/Security Deposit Bank Guarantee no.:

Date:

Period of Bank Guarantee:

Amount of Bank Guarantee: Rs.

To,

Punjab & Sind Bank

HO FI-UID Cell

5th Floor, Bank House

Rajendra Place

New Delhi - 110008

Dear Sir,

WHEREAS (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for RFP for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution, RFP No. PSB/HOFIUID/RFP/01/2022-23 (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto Punjab & Sind Bank (hereinafter called "the Beneficiary") in the sum of Rs ____ /- (Rupees _____ Only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this _____ day of 20__.

THE CONDITIONS of this obligation are:

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

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



This guarantee will remain in force up to and including 180 days after the period of the bid validity i.e. up to _____ (mention date of expiry which should be a minimum of bid validity = 180 days), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

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

Place:

SEAL

Code No.

SIGNATURE.

NOTE: BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG.



5.14 Annexure XI - Format of Performance Bank Guarantee

(Issued by any Public Sector Bank)

Performance Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Period

Account

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at _____ day of _____ Two Thousand

BY:

_____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (Hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its Registered Office at 21, Rajendra Place, New Delhi 110008 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS Bank had called for the bids for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on (Agreement) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Bank, the Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution for five years and other required applications, more particularly described in the Schedule/Annexure to the said documents, subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favour of the Bank, from a Bank acceptable to the Bank for a sum of Rs..... (Rupees..... Only) being 3% of the total contract value for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.



AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the Guarantee in favour of the Bank for a sum of Rs. (Rupees.....Only)

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank that the Vendor shall faithfully observed and performed of the terms of the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

(1) The guarantor hereby agrees and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.

(2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Bank at its office at New Delhi forthwith, and all monies payable by the Vendor to the extent of Rs..... against any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

(3) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

(4) The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

(5) To give effect to this guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.

(6) The liability of the Guarantor, under this Guarantee shall not be affected by

- (a) any change in the constitution or winding up of the Vendor or any absorption, merger or
- (b) amalgamation of the Vendor with any other company, corporation or concern; or
- (c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
- (d) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
- (e) any change in the constitution of Bank / Vendor; or
- (f) any change in the setup of the Guarantor which may be by way of change in the constitution,



(g) Winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

- (7) This guarantee will remain in force up to 72 months (Contract period + Claim Period of 12 Months) from the date of the date of signing the contract.
- (8) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Bank, from time to time.
- (9) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.
- (10) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of New Delhi where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
- (11) Notwithstanding anything contained herein above
 - I. Our liability under this Performance Bank Guarantee shall not exceed Rs (Rupees only)
 - II. This Performance Bank Guarantee shall be valid up to.....
 - III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before (mention validity period + claim period)

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED SEALED AND
DELIVERED BY the within
named Guarantor (Vendor
Bank),

by the hand of Shri. _____, its authorized official.



5.15 Annexure XII - Pre Contract Integrity Pact

Tender No:

(On stamp paper)

PRE CONTRACT INTEGRITY PACT

Between

Punjab & Sind Bank (PSB) hereinafter referred to as "The Principal",

And

_____ hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for _____. The Principal values full compliance with all relevant laws of the land, rules, and regulations, economic use of resources and of fairness I transparency in its relations with its Bidder(s) and I or Contractor(s).

In order to achieve these goals, the Principal has appointed Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential I additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

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



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

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

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

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

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.



Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

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

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Punjab & Sind Bank and recuse himself / herself from that case.
- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective



action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD & CEO of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1

(Name & Address)

(For & On behalf of Bidder / Contractor)

(Office Seal)

Witness 2

(Name & Address)



5.16 Annexure XIII - Manufacturers' Authorization Form (MAF)

(Letter to be submitted by the Manufacturer on firm's letter head)

To

The DGM FI
Punjab & Sind Bank
HO FI-UID Cell
5th Floor, Bank House
Rajendra Place
New Delhi - 110008

Dear Sir

Sub: RFP for _____ vide RFP Ref No: _____

We _____ who are established and reputable manufactures of _____ having factories/ offices at _____ and do hereby authorize M/s _____ (Name and address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for Bid offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

We confirm that equipment and services offered against this invitation for Bid offer by the above firm are sufficient and the sizing of all deliverables like- hardware, software (including licenses), services, and other tools etc. supplied by the bidder for the project are as per the scope of the RFP.

Yours faithfully

Authorized Signatory (Name of manufacturers)

Place:

Name:

Date:

Phone No

E-mail



5.17 Annexure XIV - Compliance for Reverse Auction

Deleted



5.18 Annexure XV- Commercial Compliance Certificate

RFP Reference no.

Date:

The Deputy General Manager FI
Punjab & Sind Bank,
5TH floor, HO FI-UID Cell,
Rajendra Place
New Delhi - 110008

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as vendors as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 days from the date fixed for technical bid opening and it shall remain binding upon us and may be accepted by the Bank, any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

I / We agree to the terms & conditions mentioned in the Tender document.

Terms & Conditions:

The fee quoted shall cover components and services on a fixed price basis inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the Bidder(s) should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the manufacturer) (Company Seal)



5.19 Annexure XVI- Central Minimum Wages Act & Labour Laws Compliance
(Undertaking Letter on the vendor's letterhead)

To
The Deputy General Manager FI
Punjab & Sind Bank,
5TH floor, HO FI-UID Cell,
Rajendra Place
New Delhi - 110008

Dear Sir,

Sub: RFP for _____ vide RFP Ref No: _____

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank.

We ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labor Laws. All the employees/operator deployed by us for the services being offered in our bid shall comply with government's rules and regulations like Minimum wages act, Labor Laws, Provident fund and ESIC facility standard. Bank shall not be liable in any form to any third party in this regard.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place: Date:



5.20 Annexure XVII - Prebid Query Format

Request for Proposal (RFP) for Selection of Vendor as Corporate Business Correspondent and implementation of End-To-End Financial Inclusion Gateway (FIG) Solution

RFP No: PSB/HOFIUID/RFP/01/2022-23

Bidder's request for Clarification - to be submitted before the last date mentioned in the RFP for submitting the pre-bid queries

If, bidder, desiring to respond to RFP, require any clarifications on the points mentioned in the RFP may communicate with Punjab & Sind Bank (PSB) using the following format. All questions received before deadline specified in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, PSB may at its discretion, answer all such queries in the Pre-bid meeting.

PREBID QUERY FORMAT

Sr. no	RFP Page No.	RFP Clause No.	RFP clause	Query Description/ Clarification sought

Name and signature of authorized person issuing this request for clarification

Name:

Signature:

Date :

Official designation:

1. In case of multiple queries, the contact details need not be repeated and only the details in the pre-bid query format (table provided above) are to be furnished for the subsequent queries.
2. The queries should be submitted in a spreadsheet using the same column headings specified in the table above, preferably in MS Excel file format.



5.21 Annexure XVIII - Check List For Bid Submission

S.No.	Documents	Attached with Bid (Y/N)	Page Numbers	
			From	To
1	Tender Covering Letter as per Annexure I			
2	Demand Draft towards Tender Fees			
3	Eligibility Criteria Compliance as per Annexure II (please ensure that all related documents to Minimum Eligibility criteria have been attached)			
4	Details of Past Performance as per Annexure III			
5	Client Certificate w.r.t. CBC Experience as per Annexure IIIA			
6	CBC Experience details as per Annexure IIIB			
7	Client Certificate for FIG and Merchant Aadhar Pay Implementation as per Annexure IIIC			
8	Bidder's Information as per Annexure IV			
9	Another Sealed Envelope containing commercial Bid as per Annexure V duly labelled as "Commercial Bid Format" and Tender Reference No., Name of the Bidder(s).			
10	Functional & Technical Specification Compliance as per Annexure VI			
11	Undertaking for Non-Blacklisting / Non-Debarment of the bidder as per Annexure VII			
12	Non Disclosure Agreement (NDA) as per Annexure VIII			
13	Bid Compliance Statement as per Annexure IX			
14	Performa for the Bank Guarantee for Earnest Money Deposit (EMD) as per Annexure X			
15	Format of Performance Bank Guarantee as per Annexure XI			
16	Pre Contract Integrity Pact as per Annexure XII			
17	Manufacturers' Authorization Form (MAF) as per Annexure XIII			
18	Clause deleted			
19	Commercial Compliance Certificate as per Annexure XV			
20	Central Minimum Wages Act & Labour Laws Compliance as per Annexure XVI			
21	Prebid Query Format as per Annexure XVII			
22	Power of Attorney on non-judicial stamp paper of Rs. 100/ for authorizing official for signing the Bid.			
23	Duly signed and stamped copy of RFP & Addendums/ Corrigendum to be submitted along with Technical Bid.			
24	Any other document indicating the features of the products.			
25	Copy of valid MSME/NSIC registration Certificate bearing Registration no.(If Applicable)			
26	Declaration/ Certificate w.r.t restrictions on procurement from a Bidder(s) of a country which shares a land border with India			
27	Check List For Bid Submission as per Annexure XVIII			
28	In case of Consortium bidding, copy of joint-bidding/ inter-se Consortium Agreement and POA in favor of lead Member to conduct all business on members' behalf.			

Signature

Seal of Company