

(Limited Tender)

REQUEST FOR PROPOSAL

For

Selection of Fintech for On-Boarding of Digital Platform for Colending

Tender No.: PSB/COLENDING/RFP/24-25/01

DATED: 18.02.2025



PUNJAB & SIND BANK

HO COLENDING DIVISION(PRIORITY SECTOR)

Staff Training College, Sector-3, Naharpur Village, Rohini,

New Delhi-110085

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Notice

This RFP is being published for Fintechs Empaneled under Fintech Category “Colending” in Round 1,2 & 3 of Punjab & Sind Bank’s tender “Request for Empanelment of FinTech Companies ,Tender No.: PSB/DBD/RFE/02/2022-23 Dated 03/04/2023” and is not an open invitation to quote in this limited RFP. Unsolicited offers are liable to ignored. However, service providers who desire to participate in such Tenders in future may contact the Bank.

Participation in this RFP is limited to the below mentioned empaneled Fintechs under Fintech Category “Colending”:

1. M/s Knight Fintech Research Pvt. Ltd.
2. M/s Speridian Technologies Pvt. Ltd.
3. M/s CredAvenue Private Ltd.



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 reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process at any stage of the process of bidding/ RFP, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<https://www.psbindia.com>) and it will become part and parcel of RFP.
- Bank reserves the right to reject any or all the RFPs received in response to this RFP document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.
- Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.



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Definition

- a) 'Bank' means, unless excluded by and repugnant context or the meaning thereof, Punjab & Sind Bank and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- b) 'RFP' means Request for Proposal for providing "Selection of Fintech for on-boarding Digital Solution for Colending".
- c) 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- d) 'Successful Bidder' means the Bidder who emerges successful after completion of Technical & Commercial evaluation of the bids submitted in response to this RFP
- e) Bidder/Service Provider/System Integrator/Respondent –An eligible entity/firm submitting a Proposal / Bid in response to this RFP.
- f) Supplier/ Contractor/ Vendor –Selected Bidder/System Integrator under this RFP.
- g) Bank/ Purchaser/ Punjab & Sind Bank- Reference to the "the Bank", be determined in context and may mean without limitation 'Punjab & Sind Bank '
- h) Proposal/ Bid –the Bidders written reply or submission in response to this RFP.
- i) Solution/ Services/ Work/ System – "Solution" or "Services" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.

'RFE' means Request for Empanelment by Punjab & Sind Bank for Empanelment of Fintechs companies.



Key Information

The following is an indicative timeframe for the overall process. Punjab & Sind Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be communicated to the affected Respondents during the process.

Particulars	Details
Tender Number & Date	PSB/COLENDING/RFP/24-25/01 Dated 18.02.2025
Tender Title	Selection of Fintech for on-boarding Digital Solution for Colending
Price of Tender Copy	Nil Fee for Empaneled Fintechs
#Bid Security (EMD)-Earnest Money Deposit	Rs. 10,00,000/-
Bid Validity	180 days
Date of Publishing of RFP on Bank's website (www.psbindia.com)	18/02/2025
Last Date for Submission of Pre-Bid Query	24/02/2025 Time 18:00 Hrs. (Queries must be e-mailed to colending@psb.co.in only as per Annexure-16 in MS-excel/Dos format quoting tender reference number in the subject)
Pre-bid Meeting	03/03/2025 Time 12.00 Hrs.
Last Date and time for Bid submission	10/03/2025 Time 18:00 Hrs.
Eligibility Cum Technical Bid opening date and time	11/03/2025 Time 15.00 Hrs.
Date of Technical presentation	To be notified later
Date of Commercial bid opening	To be notified later
Place of Submission and Opening of Bids	HO Colending Division(Priority Sector), Staff Training College, Sector-3, Naharpur Village, Rohini, New Delhi-110085
Contact Persons for any clarifications/ Submission of Bids	Sh. Sandeep Kumar (Sr. Manager) Sh. Anugrah Varshney(Chief Manager)
Contact Numbers	(Sh. Sandeep Kumar -7705855028) (Sh. Anugrah Varshney-9643424097)

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 EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption. Such entities should also furnish declaration for getting exemption from EMD(As per Annexure 2).



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

Instructions:

- a. Bidders who wish to participate will have to register with the website (<https://psb.eproc.in>) at least two working days before the bid submission date, to avoid last moment issues. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
- b. Bidders will be required to create login id & password on their own in registration process.
- c. 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. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process
- d. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com Ph: 0124-4302033/36/37, (Mr. Prakash Mishra 9953761136, Mr. Govind Parihar 9999432157, Gaurav Singh 7291981138)

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>
- The mode of submission of Bid shall mandatorily be both- Online and Offline (directly to the bank in the provider drop box at Punjab & Sind Bank, HO Colending Division(Priority Sector), Staff Training College, Sector-3, Naharpur Village, Rohini, New Delhi-110085.

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.

1. Introduction

Punjab & Sind Bank (hereinafter referred to as 'PSB' or the 'Bank') is a Public Sector bank in India. The Bank's Head Office is at 21, Rajendra Place, New Delhi, 110008 and a corporate office at NBCC building, Block 3, Plate- B, East Kidwai Nagar, 110023. The Bank has a national presence through a widespread network of more than 1575 branches all networked and operational under Centralized Banking Solution on Finacle. It also has a network of more than 1040 ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 116 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.

2. Overview

Punjab & Sind Bank wishes to invite limited proposals from Fintechs empaneled under Fintech Category "Colending" with the primary objective of the digital solution is to integrate advanced middleware software to streamline and smoothen the processes of appraisal, reconciliation, account management, improve data flow, Robust MIS and enhance overall operational performance at Bank end.

3. About RFP:

Bank invites sealed Request for proposal for Selection of Fintech for onboarding of Digital Platform for Colending from empaneled Fintechs Vendors under Fintech Category "Colending", comprising of detailed RFP proposal from empaneled Fintechs under aforementioned Fintech Category having proven past experience, competence in the field of providing solutions, having presence of manpower even in specified area for providing required services in the specific category, as defined in this document. The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to Bank.

The bidder (also called the Vendor/ Service Provider/ Bidder/Fintech through this document) selected / engaged through the tendering process shall own the single point of responsibility



for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless expressly overridden by the specific agreement to be entered into, between the Bank (s) and the bidder, the RFP document & subsequent tender document shall be the governing document for arrangement between the Bank and the prospective bidder. RFP document may be downloaded from our website www.punjabandsindbank.co.in or <https://psb.eproc.in>

RFP bid documents received after last date and time of the receipt of RFP's prescribed as mentioned above, will not be accepted by the Bank.

The bidders should take care of submitting the RFPs properly filled so that the papers are not loose. The RFP documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

4. Minimum Eligibility Criteria for the Bidders:

Only empaneled Fintechs of Fintech Category "Colending" who fulfill the minimum Eligibility Criteria are desired to respond to the RFP. Document/s in support of eligibility criteria (as per annexure 4) 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.

5. 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.

6. Authorized Signatory

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign Negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The bidder shall submit, 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.

In case of further delegation of power, bidder has to submit Board resolution along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and to correspond.

7. Submission of Offer-Three BID System

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. By submitting a signed Bid, the Bidder certifies that the Bidder has given its consent for the commercials/pricing structure as per the RFP. No attempt by the Bidder is permitted, to induce any other Bidder to submit, or not to submit, to agree, or not agree with commercial for restricting competition has occurred.

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.

Three separate envelopes superscripted with 'Conformity to **Eligibility Criteria, Section -A**', '**Technical Proposal Section - B**' and '**Commercial Bid Section - C**' shall be properly closed and sealed. Thereafter, all the three envelop shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscripted as 'Bid for Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending" (includes separately sealed 'Conformity to Eligibility Criteria" 'Technical Proposal' and "Commercial Bid') and Tender Reference Number on the top of the envelope. All the envelope shall bear the name and complete postal address of the Bidder as well as the addressee, namely The Assistant General Manager, Punjab & Sind Bank, HO Colending Division, Staff Training College, Sector-3, Rohini, New Delhi-110085.

The bid should be submitted in paper copies - hard bound in one set and online as well.

- i. No loose page should be submitted.
- ii. All pages of the bid document must be serially numbered, and each page must be 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.
- 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.

i. Envelope – I: Eligibility Criteria:

Separate envelope with superscriptions as “Eligibility Criteria” should be included within the overall

Envelope. The Bidder should submit the following:

- a. Earnest Money Deposit
- b. The sheet mentioning compliance/ non-compliance to all the eligibility criteria specifications with remarks and other requirements given in Annexure 4 - Compliance to Minimum Eligibility Criteria
- c. All the proofs required for eligibility criteria as mentioned in Annexure 4 - Compliance to Minimum Eligibility Criteria
- d. Certified copy of Board Resolution clearly mentioning authority to sign the bid on behalf of company issued by Company Secretary along with Power of Attorney duly stamped.

ii. Envelope – II: Technical Bid:

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

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. There shall be no commercial bid.

The two Envelopes (Envelopes-I and II) 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 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.

iii. Envelope – III: Commercial Bid:

Commercial bid will be derived through Reverse Auction. The Bidders who qualify for 'minimum eligibility criteria' and 'technical bid' will be called for Commercial Bid as stated in 'Key Information' segment.

Indicative Commercials should be submitted as per the instruction in Annexure 7.

- Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- Under no circumstances the Commercial Bid should be kept in Section-A (i.e. Conformity to Eligibility Criteria) or Section B (i.e. Technical Proposal) Covers. The placement of Indicative Commercial Bid in Section A (i.e. Conformity to Eligibility Criteria) or Section B (i.e. Technical Proposal) covers will make bid liable for rejection.
- The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Bill of Material in Technical Proposal should not contain any price information (Prices to be masked). Technical Proposal without masked Bill of Materials will be liable for rejection. Any change in the Bill of Material format may render the bid liable for rejection.
- Bidder must take care in filling price information in the Commercial Offer to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. Bill of Material that is incomplete and / or conditional is liable to be rejected. Any change in Bill of Material format may render the Bid liable for rejection.
- After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscripted on the top of the cover as "Section Commercial Bid for Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending"

8. 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.

The Assistant General Manager,
Punjab & Sind Bank,
HO Colending Division,
Staff Training College, Sector-3,
Naharpur Village, Rohini,
New Delhi-110085

Email: colending@psb.co.in

Any other mode of submission, e.g. by 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.

9. 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.
- Bank reserves its 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.

10. 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.

11. 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 and bid shall be valid for 180 days from the date of technical bid. EMD shall remain valid for 45 days beyond the final bid validity period i.e. EMD shall be valid for 225 days from date of technical bid. No interest will be payable on the Bid Security amount (EMD). 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:

- i. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
- ii. 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
- iii. In case of the successful Bidder, if the Bidder fails:
 - a) To honour submitted bid
 - b) To sign the contract in line with the terms of the RFP
 - c) To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.
 - d) 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

12. Performance Bank Guarantee

- The Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) of 5% of the contract value 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. On extension of contract by the bank with the successful bidder, PBG (Performance Bank Guarantee) shall be furnish by the selected bidder for such extended period of contract.
- 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.
- 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 favour with authorization to sign the documents.
- Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.



- 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.
- 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.
- 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.
- 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, misconstruction or misstatement.
- 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.

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. In case of any extension of the period of contract, selected Vendor shall extend the period of the Performance Bank Guarantee along with claim period accordingly.

13. Erasures or Alterations

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

14. Opening of bids

Eligibility and Technical Bid 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.



Commercial bids of technically qualified bidders will be opened later on and same will be intimated to all qualified bidder.

15. General Order Terms:

Normally, the order will be placed on the successful Bidder as per the details given in the Bid document. But, if there is any change in name/address/constitution of the Bidder at any time from the date of Bid document, the same shall be informed by the Bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the Bidder is undergoing any re-organization/restructuring/merger/demerger and on account of such a change of Bidder is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

16. Cancellation of Tender Process

Punjab & Sind Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason or informing any of the participating bidder.

The bidder shall indemnify Punjab & Sind Bank and keep indemnified against any loss or damage that Punjab & Sind Bank may sustain on account of any violation of patents, trademark etc., by the vendor in respect of the products supplied and/or services offered.

17. Non-Transferrable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. The purchase order issued to the successful bidder is also not-transferable.

Further, subcontracting is not permissible under this RFP

18. Evaluation Process of the Bids

i. Preliminary Scrutiny

- 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.
- The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- 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.

- d. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- e. 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.

ii. Eligibility Criteria Evaluation

(Mandatorily to be met by the bidders)

The Bank will evaluate the 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.

iii. Technical Evaluation

- The technical bid submitted by the Bidder will be evaluated only if they fulfil the eligibility criteria. Bidders would be evaluated based on the criteria given in Annexure 6 and technical evaluation score will be awarded. (Bidders should provide all the supporting document as per RFP and Annexure 5 and 6. If the Bid is not accompanied by all the required documents supporting evaluation criteria, the scoring will not be calculated for the section without the supporting documents.
- All the eligible bidders will be invited for a demo for further evaluation. Demo scores would be awarded based on the demonstrations done by invited bidders.
- Technical score will be arrived based technical evaluation and demo.
- Bidders with at least 70% of Total Marks in Technical Evaluation will be considered for further commercial evaluation process.
- The Technical Score will be arrived at by dividing the technical score of a bidder with that of the highest technical score received by any of the bidders and normalising on a scale of 100. (Refer Point 18 (v)).



iv. Commercial Evaluation

The bidder has to submit the Indicative commercials as per Annexure 7, however the L1 Bidder Cost will be derived through Reverse Auction only.

- The Commercial Bids should strictly conform to the formats to enable evaluation of Bids and special care may be taken while preparing the same.
- Proposed prices quoted must be firm and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- In this phase, Indicative Commercial bids will be opened of the shortlisted Bidders who are technically qualified as per the Bank's policy. Further, the L1 Bidder Cost will be derived through Reverse Auction.
- Bank shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part.
- Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.
- Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders.
- The vendor shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the vendor.



- Format for Total Cost of Ownership.

Sr. No.	Particular	Amount in Rupees
1.	One-time Fee – Fixed Cost(One time Implementation cost (including migration of Bank Colending exposure) with Application Software, Licenses, Database/Operating Configuration,UAT etc) including any software licensing fee^ and customization till Go Live.	A
2.	@Operational cost i.e. AMC for AUM (Asset Under Management) for complete exposure for 'Colending' including Development /customization/ ATS support & maintenance/ training etc of the project during contract period of One year.	B=(On Estimated AUM of 4200 Crore X Rate)
3.	Man-Month Rate for 01 technically experienced dedicated onsite resource support for One year.	C=(Man-Month Rate X 12)
	*Grand Total (TCO-Total Cost of Ownership)(in Figure)	(A+B+C)
	Grand Total (TCO-Total Cost of Ownership)(in Words)	

^The License for the Platform to be Enterprise-wide perpetual level for all the modules/ system offered for the Bank.

@Quantity mentioned for the total contract period of one years and is indicative only for selection of vendor. The payment will be made based on the actual AUM maintained during contract period. No minimum commitment charge.

*Successful Bidder must submit item wise cost in Bill of Material (BoM) within 24 hours of concluding of Reverse Auction.

19. 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 submission of Response to RFP. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not.

- The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 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.



20. 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.

21. 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.

22. 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.

23. 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.

24. 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 colending@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-16 (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 up to 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.

25. Disqualification

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



26. 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. Any change of address of the bidder should be notified promptly to the Assistant General Manager (HO Colending Division) at the address given in this RFP.

27. 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 from installation Date with option of further extension of contract for another two terms of 1 year each, at the same rate & same terms & conditions, provided services of the bidder is satisfactory and at Bank's sole discretion. The performance of vendors will be reviewed/ administered as per Fintech policy of Bank and further has the reserved right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP. A proposal valid for a shorter period shall be rejected by the Bank as non- responsive.

28. 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.

29. 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.

30. 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-12.

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.

Shri Debal kumar Gayen & Shri Pramod Kumar Garg have been appointed as IEM (Independent External Monitor) for the bank.

IEM can be contacted at: -

1. Shri Debal kumar Gayen, Address(Tower-5, Flat 5E, South City Garden, 61, B. L. Saha Road, Kolkata-700053 (W.B.)

M No. 9113484729, 9831268698 E mail: gayen.dk@gmail.com

2. Shri Pramod Kumar Garg Address(K-134, Gulshan Vivante, Sector-137, Noida, Gautam Budh Nagar-201304,

M. No. 9810778058 Email: pkgarg.1957@gmail.com

31. 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.

32. 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), Cyber Security Framework of RBI, Master Directions on Outsourcing of Information Technology Services by RBI and Payment and Settlement Systems Act 2007(If applicable), Digital Payment Security Controls (If applicable) and amendments thereof as applicable. The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.

33. 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.



34. 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 15). The bidder should execute the contract, SLA and NDA within 30 days of date of acceptance of the Purchase Order.

35. 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. 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, and increase in custom duty. The Bank will not pay any out of pocket expense.



36. Payment Terms

Release of Payment will be notified later. The payment Clause will be provisioned in Purchase Order to selected bidder.

- No advance payment shall be made.
- 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.
- Payments would be made on production of invoice.
- Recurring payment shall be payable on post-paid basis within 30 days of submission of the bills every monthly / Quarterly/yearly.
- Bidder has to submit the Performance Bank Guarantee for 5% of total contract value upfront at the time of signing of the contract.
- 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.
- 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.

37. Order Cancellation/ Termination/Exit from the 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 60 days' notice period) and recover expenditure incurred by the Bank on the following circumstances: -



- i. The selected Bidder commits a breach of any of the terms and conditions of the bid
- ii. 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;
- iii. Delay in offering;
- iv. Delay in commissioning project beyond the specified period;
- v. Serious discrepancy in completion or maintenance of project.
- vi. The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- vii. The selected Bidder goes into liquidation, voluntarily or otherwise.
- viii. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- ix. If the selected Bidder fails to perform the assignment as per the time lines, SLA, Scope of Work, 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.
- x. If deductions of account of liquidated damages exceeds more than 10% of the total contract value
- xi. 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.
- xii. 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.
- xiii. 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 after giving 60 days termination notice to existing successful bidder. 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.
- xiv. 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.
- xv. In case of termination of the contract, the Bidder(s) shall be paid for all the services 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.
- xvi. Further, in the event of expiry of contract or termination of contract, selected bidder will provide services and full support to the Bank as per existing terms and conditions till the successful migration.



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 without any additional cost 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.

38. 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.

39. Corrupt and Fraudulent Practices

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

“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 from 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.

40. 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 as decided by Bank at the time of dispute/ 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 selected 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.

41. 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.

42. 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 mail 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 acknowledgment due on receipt. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

43. 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.

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:

- i. 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.
- ii. The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.
- iii. No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.



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.

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.

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 there with, 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.

48. Proposal Ownership:

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank. As the Bidder's proposal is important for the evaluation and selection process, it is important that, the Bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

49. 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.

50. 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.

If the bank undergoes merger/amalgamation/takeover/consolidation/reconstruction/change of ownership etc. this contract under this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected bidder under this RFP or contract entered between the bank and selected bidder.



51. Liquidated Damages and Penalty

The Bank will consider the inability of the bidder to deliver services 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 operationalization, implementation, training, acceptance, etc. of the proposed services) by the bidder. Performance/delivery of services will be treated as incomplete in one / all of the following situations:

- i. Non-delivery/delay in implementation of any services mentioned in the order
- ii. Non-delivery of supporting documentation
- iii. Delay in operations

Bank may at its option demand and recover from the Successful Bidder(s) an amount of INR 20,000 per day for delay in implementation as per timelines given in RFP, subsequent Corrigendum, Addendum, SLA, contract and subsequent Change Request(if raised) subject to a maximum of 10% of the overall contract value. Once the maximum is reached, the Bank may consider termination of the contract. 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 and operations as per timelines given in RFP, subsequent Corrigendum, Addendum, SLA, contract and subsequent Change Request(if raised) 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 and operation 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 of the services. 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.

52. 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.

- i. The bidder's liability in case of claims against the Bank resulting from willful misconduct of the bidder and its employees 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.

- ii. 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.
- iii. To mitigate the financial loss on act of omissions, commissions, frauds, embezzlement of funds, or any act of financial misconduct of selected Bidder, Bank shall have a recovery mechanism from the bidder through imposition of General Indemnity & Liability Clause in the agreement. Bidder 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 or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors. Bidder 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.
- iv. The bidder is responsible for managing the activities of its personnel and will be accountable for them. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents 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 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 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 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 etc. 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 etc.

53. Intellectual Property Rights

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

54. Intellectual Property Indemnity & Indemnity against Misuse Of License

The selected bidder 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 bidder 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

55. 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 One year and subsequent extension of the Contract. 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 un-mandated transactions by the system 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.



56. 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.

That the vendor is solely responsible for full compliance with provisions of POSH (Prevention of Sexual Harassment) at workplace with regards to its employees and educated its employees about POSH Act. If any complaint of sexual harassment is received against any employee of vendor by the ICC (Internal complaints Committee), the vendor shall ensure appropriate action and shall also be responsible for any monetary compensation that may be paid to the aggrieved. Any complaint by any aggrieved employee of vendor shall be inquired into by ICC.

57. 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.

58. 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.

59. Audits

Bank reserves the right to inspect and/or conduct audit at the bidder's site of any procedures, services offered by the selected vendor under this 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. Selected



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.

- i. The selected vendor to facilitate IS Audit, Audit by Bank / Regulators / NPCI or any other authority / Third party Audit for VAPT.
- ii. That the Bank, its representatives, its Regulators including RBI or person authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to
 - a. Any books, records, information of the successful bidder;
 - b. Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and
 - c. Any document/information given by the Bank to the successful bidder and / or relevant to the outsourced activities available with the successful bidder pertaining to the services provided under this Agreement by the successful bidder. The Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the Bank.
- iii. That the successful bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.
- iv. The RBI or Bank or any authorized representatives should be allowed to audit the service provided by the selected bidder during the tenure of the agreement subject to the prior intimation of 5 working days. Any audit observation should be comply by selected bidder without any additional cost to Bank.
- v. Bank, its representatives, its regulators including RBI or person authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to
 - i) Any books, records, information of the Successful Bidder;
 - ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and
 - iii) Any document/information given by the Bank to the Successful Bidder and / or relevant to the outsourced activities available with the Successful Bidder pertaining to the services provided under this Agreement by the Successful Bidder. The Bank shall give prior intimation of 2 working days. Any audit observation should be comply by selected bidder without any additional cost to Bank.
- vi. Closure of all VAPT / IS AUDIT observation within time frame stipulated by Bank without any additional cost to the Bank.

60. 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.



61. Scope of work:

The Bank is proposing to implement the solution as per the “Technical/Functional Specification” provisioned in SOW. The bidder is required to design, size, supply, configure, customize, implement, maintain, and support middleware solution for Co-Lending ‘On-Premises model’ for the Bank during the contract period. The bidder must ensure following:

- Meeting Bank’s technology and business objectives.
- Scalability, security, flexibility, and alignment with future growth needs.
- Compliance with industry standards, regulatory requirements, and organizational policies (e.g., data security, disaster recovery, interoperability).
- Ability to support critical functions and address current and projected operational challenges.
- Timely delivery.
- Maintaining SLAs.

Broad functionality and services will include but not limited to the following:

1. The scope of the RFP is to provide a digital Co-lending solution to deliver digital co-lending journey for all co-lending products offered by the Bank including but not limited to Retail, Agriculture and MSME segments.
2. The proposed solution should cover the following process (but not limited to):
 - a) NBFC/FIs on-boarding on the platform
 - b) Partner / Assisted / (Self) on-boarding and configuration
 - c) Product configuration
 - d) Loan application creation by NBFCs / Partner / Assisted / Self etc.
 - e) BRE based loan application assessment and review
 - f) Credit assessment
 - g) Loan sanction
 - h) Loan management & tracking
 - i) Account Management
 - j) Collection/Mandate/Demand Generation
 - k) Escrow management
 - l) Reconciliation
 - m) Reporting & Dashboards for bank and NBFCs/FIs
 - n) Covering the entire journey on Loan Life Cycle
 - o) Automated journey of loans in proposed solution
 - p) Proposed solution should have provision of KYC(ADHAR/PAN)/ITR/UDHYAM etc verification



3. The work mentioned in the scope of the RFP will cover design, size, implement, maintain, and Support Digital co-lending platform (including migration of existing data, logs, customizations etc.); its interfaces both (internal and external) & associated infrastructure.
4. Co-Lending & solution at minimum shall interface with Core Banking Solution, Document Management Solution, Data Warehouse & Reporting and MIS System, Data Aggregator, Account Aggregator etc. There may be more integrations depending upon the design.
5. The solution should enable NBFCs/FIs to integrate with or access the co-lending solution based on their logins and initiate the loan application flows/management of applications in the system in the following ways (but not limited to):
6. File Upload of Application/Status update in the pre-defined formats. Integration with NBFCs LOS & LMS system for exchange of data through APIs(if required).Dedicated screens for data entry for maintaining and managing the application in the platform itself.
7. The bidder is required to provide tools, utilities, technologies, applications, and platforms to be used for successful implementation, maintenance, and management of solution & Infrastructure.
8. Account maintenance in Core Banking Solutions(CBS) and with real time sync with middleware or as an alternative account maintenance and related processes on middleware solution with day end GL Level Sync with CBS (Batch Mode).
9. To understand all the existing systems, used in the Bank which are associated with Co- Lending value chain in the form of other allied applications.
10. To design the solution, security, and data flow architecture by studying the requirement of the Bank.
11. To develop, configure, customize, and implement the solution according to the project scope, technical specifications and functional specifications within the timelines mentioned in the RFP document.
12. Ensure solution scalability and performance with appropriate software and hardware (if, any) in line with Bank's business projections and expected performance levels (SLAs).



13. Bidder shall identify the best suited approach for implementing this project that includes all software development life cycle activities mentioned in the RFP document and complete the project with expected timelines and service levels.
14. Testing of the solution implemented according to the mentioned guidelines, but not limited to, Unit Testing, System Integration Testing, Performance Testing and Load Testing.
15. The bidder shall provide assistance to Bank during UAT, security review, audits, or any Other testing requirements (present or future) by bank.
16. The bidder will provide proper training & Knowledge Transfer of co-lending platform to Internal Bank Resources & NBFCs identified personnel under proper training environment. Training Material at all point in time should be kept updated as per the latest customization & Parameterization.
17. Different training should be conducted as per different modules and user roles.
18. The bidder should extend all required functional and technical support during the Contract period for adherence to scope and other terms of the RFP.
19. Bidder shall maintain the solution at both DC and DR as per the provisions of the RFP.
20. Bidder should liaison with existing vendors and application providers for CBS, Data Warehouse & analytics etc., and others to support implementation of the solution.
21. Separate user and technical manuals should be provided for various modules, tools, Functionalities, and applications. Soft copies of all such manuals are to be provided to the Bank.
22. The Bidder will be required to fix any vulnerabilities/bugs/issues in the platform at no additional cost during the entire tenure of the contract. These vulnerabilities/ bugs/ issues can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis during the contract period.
23. The proposed solution should comply with RFP requirements, RBI, GoI guidelines and bank requirements. Bidder is required to make these necessary changes in the proposed solution as and when required by bank at no cost to bank.



24. The proposed solution, infrastructure and services provisioned by bidder should adhere to all the regulators guidelines like TRAI/RBI/IBA/GoI etc. technical specifications and procedural guidelines for the proposed solution, tools, proposed infrastructure, and services.
25. All requirements identified by bank in the RFP and/or requirement communicated by bank till Software Requirement Specification SRS signoff are to be implemented by the bidder, at no additional cost to the bank. Any requirement pertaining to regulatory & statutory requirement, 'cyber security, data security, cloud security and cloud hosting' (wherever required) highlighted, advised, or published by bank, regulatory & statutory body and GOI must be provisioned & implemented by bidder during the contract period at no additional cost to the bank. However, any requirement (Other than regulatory) which is beyond the purview of this RFP/ (Scope of Work) will be considered on (Change request) CR basis.
26. This RFP is On-premise Mode. However, the solution should have capability to switch over from existing 'On-premise Mode' to 'On-Cloud' or any other mode adopted by Bank in future. The cost for such switch over will be considered on Change Request (CR) Basis.
27. After successful implementation of project/Go-Live, the Bidder will have to provide dedicated one onsite experienced resource support in Delhi (or as decided by Bank) on Bank's working days. The resource should have the capability to resolve the complaints/problems related to Colending solution. The Bank's working day will be considered as per Negotiable Instrument Act for Delhi. The Man-Month Rate for ONE onsite dedicated technical resource support for one year is as per annexure 7 of commercial Bid.
28. Bidder shall ensure that only its authorized employees/representatives access the proposed solution.
29. Bidder shall be required to get the proposed solution hardened/configured as per the Bank's prevailing standards and policy.
30. Bidder and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.



31. Bidder shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, but not limited to information (on customer, account, transactions, users, staff, etc.), Architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Bidder shall facilitate and/ or handover the device to the Bank or its authorized representative for investigation and/or forensic audit.
32. Bidder shall be responsible for protecting its network and sub networks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code, and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.
33. The proposed solution should be configured to handle and cater to the requirement of both the Options as mentioned by RBI in its Circular FIDD. CO. Plan. BC. No. 8/04.09.01/2020- 21 dated 05/11/2020 and other related latest guidelines.
- a) **Option 1:** Prior Irrevocable commitment on behalf of the bank to mandatorily take its share of the loan originated and sanctioned by bank. For ensuring the same, system should have pre-configured rules, check and diligence process which will enable bank to perform the same without having any manual interventions (Rule Engine based).
- b) **Option 2:** Bank can exercise its discretion to take it or reject its share of loans originated and sanctioned by NBFC/FI subject to bank's due diligence. AI/ML enabled Solution is desired so the bank can take data-driven and informed decisions in exercising its discretion in accepting loans from NBFC/FI.
- Discretion of the bank to opt for Option 1 and/or Option 2 would be guided according to the bank's arrangement with respective NBFCs/FIs, and product being offered. The proposed solution should comply with RFP requirements, RBI guidelines, GOI guidelines and bank requirements. Bidder is required to make necessary changes in the proposed solution.
34. The proposed solution, infrastructure and services provisioned by bidder and any third Party/'s (associated in solution provisioning) premises should adhere to TRAI/RBI/IBA/ Govt. of India/Other regulatory & statutory body requirements (including security requirements) and requirements as per security policies of the Bank, technical



specifications and procedural guidelines for the proposed solution, tools, proposed infrastructure, and services.

35. Bidder shall provide & provision the Multiprotocol Label Switching (MPLS) connectivity between bank's Data Centre (DC) & bank's Disaster Recovery Centre (DR). However, the network architecture proposed should be acceptable to the bank.
36. The platform shall ensure that all products covered as part of Co-Lending journeys have flexible configuration.
37. The Bidder should publish the APIs of the solution and/or modules to NBFCs/FIs for enabling faster and smoother on-boarding & Integration by NBFCs/FIs.
38. The solution should be able to migrate with the existing pool of assets to ensure seamless movement of those products to proposed solution.
39. For the credit assessment, NPA prediction, recovery modules, predictive analytics (AI/ML based models) are to be proposed.
40. The bidder will have to develop, customize any requirement which are provisioned in this RFP/Scope of Work at no cost to bank during entire contract period.
41. The bidder will have capabilities to on-board any number of Colending partners (existing or future). However, the Colending Partners(NBFCs/Financial Institutions) will have the choice to recommend Fintech vendors among the successful Bidders as per their convenience(The Colending Partners which are already on-boarded with Fintech vendors for their other existing colending tie-ups, may prefer Fintech Vendor accordingly).
42. The on-boarding cost for Colending Partners(NBFCs/FIs) end will not be born by Bank.
43. The successful bidder will co-ordinate with Bank's CBS Applications including all allied application (where ever required) and will gather the requirements to integrate and implement the complete solution.
44. The Digital Platform Solution for Colending should be deployed within a timeline of 3 months from the date of issuance of PO.
45. Further, bidder is required to supply, configure, customize and support the software solution, whose broad functionality modules will include, but not limited to the following:

(i). Pool Proposal Processing Module



- a) Customized pool filtering/selection based on pre-defined criteria and regulatory auto filters.
- b) Detailed Credit information report (CIR) covering financials, portfolio, operations, management, etc. of originators, updated on a regular basis.
- c) Credit rating information and notification for any change in credit rating.
- d) The solution can perform interest calculation as per given parameters and is capable to update the same from time-to-time i.e. change in repo rate/EBLR.
- e) The solution should have capability to manage Rate of Interest(ROI) account wise i.e based on (CIBIL Score, ROI slab of Colending partners, Risk weights etc).

(ii). Due Diligence and Pre-sanction scrutiny Module

- f) Integrated eKYC / cKYC/ vKYC tools for digitally verifying KYCs of underlying borrowers.
- g) Bureau search (CIBIL /CRIF/Experian/Equifax/Highmark etc as applicable to Bank) and its analysis through the platform.
- h) Access to Vahan(If required)/ CERSAI portal to verify the details in case of Auto Loans/mortgage-based loans.
- i) GST/PAN/AADHAR/UDHYAM/ITR etc. and other relevant Data Verification.

(iii). Pool Execution & Integration Module

- i. Integration of existing pool of assets with the solution.
- ii. For new Pool of Assets, Auto generation of all draft documents with restricted access to all counter parties for collaborative edit.
- iii. Ability to handle restructuring of the transaction.
- iv. Document management system and repository for transactional documents and individual loan documents throughout the life of the transaction.
- v. Engagement with Trustee, Rating Agency, Legal counsel, Assignee representative and other counter parties to be handled on behalf of the Bank(if required).
- vi. Direct integration with LMS (Loan Management System/LOS) or other systems of Originator.
- vii. Ability to upload MCD (Master Client Data), RS (Repayment Schedule), Mandate, demand generation and periodic service reports by identified user from Originator/Investor team.
- viii. Data cleaning, sorting, validation & standardization of monthly pay-out /service reports from different Originators, as per Bank format.

(iv). Due Diligence and Post-sanction & Post Disbursement Monitoring Module

- a. Standard / Customized Dashboards as per Bank's requirements.
- b. Individual loan level monitoring through virtual mirror accounting as per TLE and Securitization guidelines.



- c. Performance Analysis - Individual Transaction Performance Report to be generated On the platform.
- d. Aggregate view of the portfolio.
- e. Estimating future cash flows to estimate income.
- f. Set-up and management of Risk dashboard - Comprehensive view of all the Investments.
- g. Geography wise analysis on performance - delinquency data at transaction level.
- h. Facility to update credit underwriting criteria based on these performance display.
- i. Performance basis pool parameters like IRR(Internal Rate of Return), seasoning, collateral type, value of security, etc.
- j. Dashboard to identify and monitor Special Mentioned Accounts and NPA accounts on real time basis.
- k. Automated generation of pay-out reminders/Mandate

(v). Reconciliation Module

- a) Reconciliation between CBS and monthly pay-out reports for each tranche at loan level.
- b) Reconciliation of existing transactions with Bank's CBS statements.
- c) Display Interest de-recognition details along with reasons for mismatch.
- d) Yield and servicer fee reconciliation.
- e) Reversal GL entry reports.
- f) Availability of Statement of Account for virtual mirror accounts.

(vi). Reporting Module

- a) NPA Identification, Classification, provisioning & regulatory reporting as per IRAC (Income Recognition and Asset Classification) norms.
- b) Real time NPA reporting to meet RBI's IRAC norms for Banks.
- c) Overall portfolio/pool performance analysis reports and yield reports.
- d) Auto generation of MIS reports for risk monitoring and accounting.
- e) The proposed solution should be capable of integrating with existing as well as any new regulatory reporting platforms. Accordingly, the solution should have the provision to capture and maintain the requisite data set of loan transfer transactions so that the same may be seamlessly integrated within timelines.
- f) Auto generation of Regulatory reports/disclosures for Bank e.g. RBI Annexures
- g) Availability of Monthly report to enable Bucket wise analysis of:
 - a. Delinquency period wise i.e. up to 30/31-60/61-90/more than 90 days.
 - b. Geographical wise delinquency report of the pool.



- c. Pre-payment rates of the pool.
- d. List of loan accounts foreclosed with amount.
- e. Report on status of pool accounts on real time basis.
- f. Report on final disbursement/Rejection/(Withdrawn by NBFCs/FIs) accounts.
- g. Obligor wise total sanction/available limit.

- h) GL and other accounting reports as per Bank's requirement.
- i) The bidder should also provide any customized reports, MIS reports as per requirement of the Bank.

(vii). Technical Specification

The web-based solution should be hosted at DC/DR and should comply with all data security measures and regulatory guidelines by RBI and other Government Agencies on time to time. The physical servers must be hosted in India i.e. guidelines of RBI circular DPSS.CO.OD No 2785/06.08.005/2017-18 dated 06.04-2018 and other related latest guideline regarding data localization to be complied.

- a) The proposed solution must support secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices. The proposed solution should have capability to be integrated with Bank's CBS/ other Applications to handle CIF creation, loan booking, GL posting etc. through Straight through Processing (STP) i.e. using API integration etc. However, the system should have the ability to integrate through SFTP/ File upload also, for exigency needs.

- a. If there will be any desired Fintech API from Bank side for the solution. The same may be utilised for co-lending module according to the requirement (available API list will be shared by Bank at the time of integration).
- b. The solution should comply with API security and management as per RBI guideline.
- c. The proposed solution should have capability to be seamlessly integrated with Loan
- d. Management System/ other system of originators.
- e. The proposed solution should be accessible through all commonly used browsers.
- f. IT Governance framework for maintenance of data, IT infrastructure, transition of data to be in place.
- g. All security measure (SSL, Encryption methods etc.) should be to protect classified data which is beyond the data center boundaries.
- h. The complete solution should maintain audit trails, audit logs of all its Functions/processes, for a period as per Bank's policy/ regulatory Guidelines.
- i. The data and information saved on portal will be the property of Bank. The selected bidder will be bound and to ensure smooth hand over of bank's data to Bank/Bank's Authorised person at any time as desired by Bank during contract period without any additional cost to bank.



- j. The proposed solution should provide access of the UAT environment along with DC and DR (Disaster Recovery) setup.
- k. The proposed Solution should meet the requirement of Audit/VAPT/CISO before going Live, since approval of Audit/VAPT/CISO is mandatory.
- b) Vendor should be able to configure DC-DR data log shipping as per banks standard Policy.
- c) The vendor will provide the solution which enables proper 2-stage authentication in line with Bank's Security Policy & password policy. The solution should provide appropriate User Management so that the number of users may be created/maintained by Bank as per requirement.
- d) Vendor to support closure of all vulnerabilities identified during Internal/External Security audit according to Bank's schedule.
- e) The solution will have provision to disable/enable users on temporary/permanently.
- f) User Convenience and ease with easy navigational menus and comfort should be provided.
- g) Platform should support automated workflows and enriched information feeds that will help banks to stay abreast of regulatory changes, understand and implement the new/changing requirements in a timely and efficient way.
- h) The system should provide comprehensive and user-friendly repository of regulatory guidelines.
- i) The management information dashboards should be updated on real time basis.

(viii). Colending :-

- a) Individual application, documents, KYC details etc. to be captured and suitable interface to be provided to the Bank officials for verification.
- b) Provision for online verification of KYC credentials and fetching details from CERSAI portal.
- c) Rule engine-based scrutiny of the applications for onward processing. 2-way BRE for Bank & NBFC/FIs separately.
- d) Escrow account management solution to be provided for both collection & disbursement.
- e) Individual account wise records to be maintained with details of blended rate of interest.
- f) Interest calculation for the bank as well as for the partners on the rate of interest agreed upon between the parties.
- g) Support for online and offline collection processing.
- h) Collections thereon to be appropriated as per the norms.
- i) Providing dashboard, MIS and required reports related to co-lending Portfolio of the partner.
- j) NPA management and monitoring solution for individual accounts.
- k) The solution will have provision of DMS (Document Management System) along with the predetermined checkbox of required documents for loan processing in the platform.



- l) Dashboard homepage showing pendency, sanctioned accounts, disbursed accounts, TAT, Stage of flow of proposal.
- m) Maintain 3-way accounting of percentage share loan amount. For example-Currently 100%, 80% & 20% share loan amount for MSME. Similarly 100%, 75% & 25% share loan amount for Housing Loan. 3-way accounting of percentage share loan amount will vary obligor wise.
- n) Service fee calculation system and Invoice generation for NBFCs/FIs.
- o) Monthly reconciliation system.
- p) Pop up dialog box/early signal for anomalies (like account in SMA, Account pre-closure, Rol is not according to the scheme, partial recovery, reconciliation mismatch etc.) and compliance check box (like execution of deed of assignment, audit, mortgage & CERSAI creation, insurance etc.)
- q) Option for choosing model per CLM-1 & CLM-2 of Colending.
- r) Customized report to evaluate the performance of individual NBFC & comparison between NBFCs/FIs on-boarded with the Bank (in terms Ticket size, Rol, Business etc.)
- s) Generation of data for executing deed of assignment between NBFC/FIs & Bank.
- t) Customized report showing reporting in Credit Bureau / Repository done by NBFC.

(ix). Training

The bidder will be responsible for training after the delivery of the solution in the areas of Functional Training, Technical training and Train the trainer on parameterization, implementation, operations, management, error handling, system administration, etc.

The training should cover the following areas:

- a) Functional
- b) Customization development
- c) Parameterization
- d) Impact analysis
- e) System and Application administration
- f) Log analysis and monitoring
- g) Troubleshooting processes
- h) Training in Areas of Credit Assessment, NPA Prediction, Recovery Modules,
- i) Predictive Analytics.
- j) AI/ML(Machine Learning) related functionalities and features of Solution(If applicable).

The bidder will be expected to deliver to the Bank a job card / manual for the system, in physical and electronic form. Ticket raise for service support, unique number, time bound closure/ solution. Bidder to provide the above training at bank's premises within 3 months of Go-live or as communicated by the bank in writing.



(x). Support and Facility Management

- a) The bidder should have proven experience and expertise in providing 24*7*365 email/phone help desk support (undertaking should be submitted in this regard).
- b) Bank's working days support facility through phone and email. The bank also has discretion to avail onsite support services whenever required without any additional cost.
- c) The solution should have its development and support centre base in India.
- d) The bidder has to provide the Bank, a facility to raise tickets for service support issues along with status tracking option. The support team must ensure time bound solution and closure of those tickets.
- e) The escalation process should be in place for unresolved issues.
- f) The bidder's support staff should be well trained to effectively handle queries raised by the Bank employees.
- g) Bidder should provide qualified and experienced resources to work during the contract period for (but not limited to):
 - Data administration
 - System Administration
 - IT Infrastructure (Cloud Infrastructure) administration if required any where
 - Extraction and development of reports
 - Support technical and functional queries
 - A technical team, to solve logged issues within SLA period
- h) This facility management would have to play a critical role in on-going support. All resources will be screened by bank authorities positioned on the project. Replacement of a resource under unavoidable circumstances needs to be intimated to bank in advance and the replaced resource should be equally or more qualified and experienced with due handover & KT (Knowledge Transfer).
- i) Bidder shall provide Offsite/Onsite L1, L2 & L3 support post go-live as and when required at no additional cost to Bank. Bidder to ensure that the proper KT(Knowledge Transfer) is provided to Bank. Bank's /L1 team will lodge the ticket and bidder's L1, L2 and L3 to provide the required resolution within the defined timelines, SLA, and terms of the RFP. The Bidder is required to provide support and applicable patches as and when released during the contract period. Any observation raised by Regulators/Bank/Other Agencies from time to time should be rectified and fixed by the bidder at no additional cost to Bank. Bidder has to provide dedicated (on- premise) support through its (L1, L2, L3 etc) resources till complete project go-live/sign off, including implementation (Infra & Application), customization, support and development at no additional cost to Bank.



- j) The selection of venue for (On-Premise) Support till project Go-Live & implementation is complete discretion of Bank. The bidder has to render support for (L1, L2 & L3 etc) as decided by Bank.

(xi). Monitoring and Audit

The periodicity of these audits will be decided at the discretion of the Bank. The bidder must provide the Bank access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Bank. There should also be proper audit trail of login/logout, addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition, there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and timestamp with IP capture. In case of termination of the contract with the bidder, either on expiry of the term of contract or due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), the bidder has to facilitate / support the migration of the solution to the new Solution/ platform as specified by the Bank at that time, at no additional cost to Bank.

(xii). Other Conditions:

- a) The vendor will provide services for implementation / rolling-out /support /maintenance of proposed solutions for a minimum period of One year with option of further extension of contract for another two terms of One year each, on the same terms & conditions including commercials, through approval from competent authority as per prevailing Fintech Policy, provided services of the bidder is satisfactory and at Bank's sole discretion. The fixed cost i.e. implementation cost, any licensing cost e.t.c. will be payable for one-time during the entire period of contract. The performance of vendors will be reviewed/ administered as per Fintech policy of Bank.
- b) The Bidder is completely responsible for the proposed Digital Co-lending platform to meet the scope and terms of the RFP and all addendum, & corrigendum and clarifications issued thereafter. The Bank assumes no responsibility for assumptions, presumptions and deviations made by the Bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. In the event the proposed Digital co-lending platform fails to meet Service Level Agreement (SLA), the scope and other terms of the RFP (including addendums, corrigendum, and clarifications), the Bidder will have to upgrade, modify, or replace the Digital Co-lending Platform including associated hardware (if, any), software's & tools at no additional cost to the Bank. The bidder is also responsible for the accuracy of the bid and bank is not liable for any errors or assumptions made by the bidder.



- c) No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- d) A detailed agreement will be done with the vendor specifying roles and responsibilities.
- e) Obtaining of the road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the vendor. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.
- f) To safeguard the interest, the successful bidder has to enter into ESCROW agreement with the bank for Source code with complete digital solution for Co-Lending.
- g) The Bank has portfolio in both segments viz, 'Co-lending' and 'Pool Buyout'. Currently, RFP is being floated for digitalization of 'Colending' portfolio. However, the Bank reserves the right to expand the ambit/ scope of RFP to Direct Assignment/Pool Buyout portfolio with the successful bidders only, at mutually agreed terms without floating separate RFP up to the commercials finalized for the Colending.
- h) The Bank is proposing to on-board multiple Fintech Vendors for accelerating Colending & Pool Buyout Business of Bank. As such other empaneled vendors (Existing Fintech empanelment through Request For Empanelment (RFE) by Bank) may be given the option to provide digital solution/ platform on the same terms & condition and commercials offered by the L1 vendor. L2/L3 will be given time for 07 days from date opening of commercial bid to give their consent to render services on price (RTM-Right to Match) offered by L1 in RFP process.

However, the L1 bidder will be allotted at least 60% of total AUM (Sanctioned Limit) exposure in case multiple Bidders are selected. The said 60% AUM exposure will be considered as on date of completion of commercial Bid. Further, the subsequent/future allocation of Colending Partners will be done on specific recommendation of NBFCs/FIs.

(xiii). Infrastructure and other Requirements

- a) Bidder should enable bank or bank's appointed vendor in performing periodic information security, IT security, VAPT etc. on infrastructure provisioned for bank.



- Bidder should close the audit gaps as per the timelines mentioned in Bank's Audit Guidelines.
- b) Bank will arrange computer infrastructure as required in Digital solution. The details will be clearly specified with (no of server/virtual machines), storage for hosting the proposed solution to on-premises (DC/DR) at production and UAT environment. However, the bidder has to manage and maintain the underlying Hardware, Operating systems, Database, antivirus etc. and any other software/hardware required for the execution and smooth functioning of the solution during the contract period.
 - c) Bidder should arrive at the sizing independently. In case, the sizing quoted by the Bidder fails to meet the necessary services, bank will not bear any cost for upgrades or replacements and the same should be provided by bidder at no additional cost to the bank. However during the contract period, growth of the bank should be considered and thus, Bank will provide the hardware proposed with enough CPUs, memory, and storage available to accommodate the predicted sizing required.
 - d) The Bidder will be completely responsible for supply, installation, configuration, customization, and maintenance of complete solution for the contract duration. The Bank later will not make any additional payments for the solution provided by the Bidder.
 - e) Peak load requirements should be taken care of, in terms of both hardware and software suggested such that these can support the initial and incremental solution requirements for the contract period.
 - f) Bidder needs to provide the details separately in their respective sections for Technical BoQ (Bill of Quantity) along with detailed configuration of the proposed Hardware (Test, Dev and Training, Production and DR server)environments. The commercial for complete solution will bifurcated into two part i.e Fixed Cost and Operational/service cost and the same must be included in the bill of Material of the Bidder. The fixed cost will be based on capital expenditure (One time Implementation including migration cost with Application Software & Licenses etc) and operational cost will include AMC for AUM (Asset Under Management) for complete exposure for 'Colending' including development/customization/support/training etc of the project. The Bidder will also provide item wise cost in both segment for the evaluation of Bank. 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. Commercial Bid will be concluded through Reverse Auction.
 - g) Bidder should ensure and submit documentary evidence for having back to back OEM support of the software and hardware used in the proposed solution for entire contract period. (Documentary evidence to be collected in technical evaluation).



- h) Bidder must ensure that capacity planning can handle load and volumes till the end of contract period and will also provide additional resources at no additional cost to the bank in case the requirements are not met.
- i) Bidder proposed solution should include the requisite OS, DB, Middleware etc. licenses required for successful installation, implementation, commissioning, and maintenance of the proposed co-lending solution for the entire contract duration.
- j) Bidder is required to provision other applications/tools/solutions for configuration management, change management, release & deployment management, application performance monitoring, service level monitoring, infrastructure monitoring, security & access management etc.
- k) Perform regular backup and recovery tests to assure that logical segregation and controls are effective Bidder to ensure the availability and sharing of backup with bank at a regular intervals required by bank.
- l) The Bidder shall be responsible for recovery of lost data, restoration and repair of damaged data and the correction of data.
- m) The Bidder shall be responsible for restoring the system to an operable state where system downtime is attributable to application software.
- n) The Bidder shall be responsible for maintaining and extending support for the proposed solution & tools. This shall include regular back up and fine tuning of the Database and Application as a whole, the Bidder would maintain relevant log for the same. Fine tuning of the operating system so that the uptake and execution of Application is faster. The tuning of the file organization so that there is optimal utilization of storage and memory. Bidder shall be responsible for providing /arranging the third-party software / utilities in case of any reported bugs in the operating system, application software and other bidder provided software.
- o) Bidder as a part of approach should clearly indicate the process flow including the encryption methodology.
- p) The selected fintech vendor will ensure that the validation of data captured should be in line with regulatory guidelines. Further, vendor will thoroughly validate data before pushing in Bank's Database.
- q) Bidder is required to take regular backup as per bank's backup & retention policy. The backup copy of data and logs (in the format agreed with bank) is required to be handed over to bank's team at regular interval (as defined by bank).
- r) Bank will provide the required virtual servers (with OS as either Windows or RHEL hosted on VMware platform) while rest all activities like DB , Application and



middleware etc. will be installed, configured and managed by vendor. Bank has
ULA with Oracle for Oracle DB licenses hence same may be utilized by vendor.

However, Vendor has to consider all the costs of software, middleware, DB or any
other component in their BoM. Further, the bidder will ensure that:

1. No freeware allowed in Bank.
2. Open source software should have proper back lining support.
3. As of now ,there is no micro services/container platform with Bank. Hence,
Bank will provide monolithic environment (e.g.: Virtual Servers). So, if any
vendor wants to deploy their app on containerized environment then they
have to consider the required software or platform cost in their BoM.
4. If there is any communication required outside of the bank (e.g.: Any mobile
app for end users etc.) then there should be a component to be hosted in DMZ.
5. The proposed architecture should not have any vulnerable component or
protocol (e.g.: SMB port 445/139 etc.).
6. Bank has its own IT security policy so vendor has to adhere to the same policy.
7. Bank may provide VPN (time based and restricted access subjected to
approvals) , Hence VPN should not be considered as permanent access
mechanism for management of the setup by vendor.

(xiv). Responsibility Matrix

The responsibility of Hardware of the Bidder is as below:

Sl. No	Activity	Activity Owner
1.	Hardware requirement	Bank
2.	Runtime	Bidder
3.	Middleware	Bidder
4.	Database	Bidder
5.	Operating System	Bidder
6.	Virtualization solution	Bidder
7.	Providing and maintenance of Computer, Storage, Networking, Network & Platform security, IDAM, Other security solutions	Bidder
8.	Implementation of proposed solutions & tools	Bidder
9.	Integration of proposed solutions & tools with bank's & NBFCs/FIs applications	Bidder



10.	Training and handholding of hardware installation, housekeeping and management	Bidder
11.	System Integration Testing, regression, and performance testing	Bidder
12.	UAT	Bank or Bank appointed agencies
13.	Conformity / compliance in case of identification of any non-compliance identified by the bank during installation.	Bidder
14.	Documentation for proposed solutions and cloud Infrastructure(whenever applicable or in near future)	Bidder
15.	Management, Maintenance and support of all supplied hardware equipment(s) and software components	Bidder
16.	Periodic patch, script, release etc. update of firmware, Operating System, Application Server, Webserver, Database, software for hardware management etc.	Bidder
17.	Periodic audit including IS audit, security review & Cyber Security audit of the proposed infrastructure, Bidder to submit the report for the same at bank desired interval	Bidder
18.	Audit conformity / compliance	Bidder
19.	SLA report generation and submission	Bidder
20.	SLA dispute identification and resolution	Bidder
20.	Supply, implementation, customization, parameterization, maintenance, management, and support	Bidder



(xv). Documentation

Following is the indicative list of documentation that the bidder should prepare, take Bank's sign-off and submit it as a deliverable:

- a) Detailed project plan
- b) Software requirement specification document (SRS) and other design documents
- c) Documentation of technical requirements
- d) Documentation of architecture requirements
- e) Mapping of Functionality and specifications document
- f) Development of low level and high-level design documents
- g) Documentation of testing plan, test cases, test scenarios, test scripts, gaps, bugs, fixes, etc. as a part of quality assurance
- h) User training manuals
- i) All documentation including technical, operations, like release notes, license terms, user manuals, training manual, technical manual, standard operating procedures, solution architecture and design, system flow document, data dictionary and other necessary documents etc.
- j) Statement of Work (SOW), Quality Plan, Test Plan, Requirement traceability Matrix, Design Document, Report Design, Delivery Notes documents, etc.
- k) System configuration documents
- l) System/debugging/diagnostics documents
- m) Test procedures.
- n) Any level/ version changes and/ or clarification or corrections or modifications in the documentation should be supplied by the Bidder to the Bank free of cost in timely manner.
- o) The Bidder shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the bidder to the Bank, free of cost in timely manner.

Scope Assumption- Any changes to the applications until the UAT phase will be considered for development and will not considered as a change request.

Right To Alter Scope - The Bank reserves the right to alter the requirements specified in the RFP till UAT. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the period of the contract. Further, the vendor agrees that the prices quoted by them would be proportionately adjusted with such modifications/ deletions in scope.

Annexure 1 – Tender Covering Letter

The Assistant. General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending.

Tender Ref No.: PSB/COLENDING/RFP/24-25/01 Dated: 18.02.2025

Having examined the tender documents including all annexures, addendums/ Corrigenda, the receipt of which is hereby duly acknowledged, pre-bid clarifications/modifications/amendments, if any, furnished by the Bank, we, the undersigned, offer to provide Digital Platform for Colending as mentioned in RFP document in conformity with the said tender document.

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 furnish the Performance Guarantee of a bank for a sum equal to 5% 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__

Place:

Name:

Signature:

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

Annexure 2 – Declaration for getting Exemption from EMD

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

The Assistant. General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending (Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

Further to our proposal dated, in response to the Request for Proposal (RFP) for Selection of Fintech for Implementation of Digital Platform for Colending (Bank's tender No)-hereinafter referred to as "RFP" issued by Bank, we hereby covenant, warrant and confirm as follows:

"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 EMD only. We have submitted the Relevant certificates (Certificate details..... dated) for the same in this regard to avail exemption and confirms its genuineness". Bank may debar from further process of Selection of Fintech for Implementation of Digital Platform for Colending if this certificate and its contents are found false or misleading" or may ask to deposit the required EMD ,as per the directions in the RFP, of Rs.....(Rupees.....)

We hereby declare that we have complied with all the terms and conditions / stipulations of the concerned Department from where we obtained this exemption certificate the related addendums/ corrigendum and other documents of that Department. 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 to accept or not to accept any such certificate will be final and binding on us.

Yours Faithfully,

For.....

Designation:

(Signature and seal of authorized person) Seal of Company

Bidder's corporate name:

Place:

Annexure 3 – General Detail of the Bidder

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending.

Ref: Your RFP on captioned work dated -----

S.No.	Particulars	Details
i.	Name of the Suppliers/Firm	
ii.	Constitution	
iii.	Date of Establishment/Incorporation	
iv.	Address Details	
	i. Order to be placed on which Office	
v.	ii. Registered Office	
vi.	iii. Corporate Office	
vii.	Mobile No of the Contact Person	
viii.	Mobile No of the Authorized Signatory	
ix.	E-mail Address of the Contact Person	
x.	E-mail Address of the Authorized Signatory	
xi.	Website	
xii.	Name of the client and solution provided:	1. 2. 3.
xiii.	PAN number GST Registration Number Our Bank Details Bank details Account Number RTGS / NEFT Code	
xiv.	Number of Employee(Temporary/Parmanent)	

N.B. Enclose copies of Purchase Orders as references.

Place:

Date:

Designation

AUTHORISED SIGNATORY:

Name

:

Annexure 4 - Compliance to Minimum Eligibility Criteria

The Assistant. General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending.

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria:

Sr. No	Criteria	Document to be submitted	Bidder's Compliance (Yes/No)	Submitted supporting documents
i.	Exemption from submission of tender fees: Exemption from submission of tender fee shall be given to bidders, who are Micro and Small Enterprises (MSE) and Start ups, under the category of MSE.	The bidders who are MSE has to submit NSIC certificate/ Udyog Aadhar Memorandum to get tender fee exemptions. Certificate/Memorandum should cover the items tendered and should be valid as on due date /extended due date for Bid submission. The bidders who are "Start-up", should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India.		

ii.	<p>Authority to sign Bid. (All submitted documents, self-declarations, undertaking e.t.c. should be properly stamped and signed by the authorized signatory(ies) with name and designation.)</p>	<p>Certified copy of the Board resolution, issued by Company Secretary or the person authorized by the Board. In case of further delegation of power, bidder has to submit Board resolution along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and to Correspond.</p>		
iii.	<p>The bidder should be an Indian firm/company or a Multi National company having a valid license to operate in India for its activity.</p> <p>The bidder should be registered in India as a:</p> <p>a) Limited company (Public/Private) registered under the Companies act,1956/2013) or</p> <p>b) Partnership firm registered under section-59 of the Partnership Act, 1932</p> <p>Or</p> <p>c) Limited Liability Partnership (under the Limited Liability Partnership Act, 2008)</p> <p>Or</p> <p>d) Proprietary firm.</p>	<p>Self-declaration to this effect on the company's letterhead should be Submitted. Supporting documents to be submitted:-</p> <p>a) Certificate of Incorporation issued by Registrar of Companies along With</p> <p>b) Copies of Memorandum of Association</p> <p>c) Copies of Articles of Association</p> <p>d) Shareholding pattern</p> <p>e) Partnership Deed registered by Registrar of Firms or other competent authority should be obtained in case of Partnership firm.</p> <p>f) Certificate of Incorporation issued by Registrar in case of LLP. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p>		

iv.	The turnover of the Start-up should not exceeded ₹100 cores, for any financial year, since incorporation/ registration.	Certificate from the Chartered Accountant to be submitted. If Audited Balance Sheet of last financial year not yet disclosed by the bidder, then CA certificate should be based on the Provisional Balance Sheet and Bidder has to declare the same on their letter head.		
v.	The annual turnover of the bidder, should be of ₹3 crore and above, from its Indian operations, for any two financial years out of last three financial years i.e. 2021-22, 2022-23 & 2023-24. This must be the Standalone turnover of the bidder and not that of their group of Companies.	Copy of the Audited Balance Sheets / Certificate from the Chartered Accountant (in case of Provisional Balance Sheet of the company) showing Profit, Net-worth and Turnover of the company for the last three consecutive financial year's i.e. 2021-22, 2022-23 & 2023-24		
vi.	The bidder should have positive net worth for any two financial years out of last three financial years i.e. 2021-22, 2022-23 & 2023-24.	Copy of the Audited Balance Sheets /Certificate from the Chartered Accountant (in case of Provisional Balance Sheet of the company) showing Profit, Net-worth and Turnover of the company for the last three consecutive financial year's i.e. 2021-22, 2022-23 & 2023-24		
vii.	The bidder must have been in operation for a period of at least three years in India.	Documentary evidence with relevant copies of Purchase Order or Service Level Agreement along with Certificate of Satisfactory Working /Completion Certificate /Project Sign-Offs where the proposed solution should be successfully Continuing in India including names of clients with Phone nos., and E-Mail IDs, etc. to be submitted.		

viii.	<p>The bidder has to undertake the following:</p> <p>a) There are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against bidder by any statutory or regulatory or investigative agencies due to which performance under the contract will get adversely affected / may get affected or which may result in liquidation of company / firm and / or deterrent on continuity of business.</p> <p>b) The bidder have not been debarred /blacklisted by any Indian / Foreign BFSI, Scheduled Commercial Banks, Regulatory Authorities, etc. as on date of the RFE in a related field.</p>	Self-declaration on company's letter head as per Annexure 11 to be submitted.		
ix.	The bidder has to submit an Undertaking regarding compliance of all Laws, Rules, Regulations, Guidelines, Notifications, etc.	Self-declaration on company's letter head as per Annexure 13 to be submitted.		
x.	The conduct of the Credit facilities availed by the bidder should be satisfactory and no director of the company should be in the RBI defaulter list.	Certificate from the Chartered Accountant to be submitted.		

<p>xi.</p>	<p>The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means:</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium of joint</p>	<p>Documents to be submitted:</p> <p>A Self-declaration on company's letter head duly signed by Authorized Signatory stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or ; If from such a country, we have been registered with the Competent Authority (Copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered", to be submitted.</p>		
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<p>xii.</p>	<p>The bidder has to comply the following:</p> <p>a) The bidder is either working towards innovation, development or improvement of products or processes or services or provide solutions that can Further help the Bank in financial inclusion in a significant way or it has a scalable business model with a potential of generating employment.</p> <p>b) The solution offered by the bidder should not violate any Intellectual Property Rights.</p> <p>c) The bidder should have its development center/office in India with a minimum of 10 domain professionals on company's payroll.</p> <p>d) The bidder should have its presence across the country either its own office or it should have tie-up arrangement with other agencies for support & marketing. (name of the agencies to be mentioned in the self-declaration)</p>	<p>Self-declaration to this effect on the company's letterhead to be submitted along with the detailed list of office addresses and contact details.</p>		
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Dated this _____ day of _____, 20__

Place:

Name:

Signature:

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

Annexure 5 – Technical Requirements(Tender No.: PSB/COLENDING/RFP/24-25/01
Dated 18-02-2025).

The bidder will be required to fill in the below table as part of the submission and would be required to substantiate the relevant features during the demo.

Sr. No.	Requirement	Compliance (Y/N)
1.	The proposed solution must support secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices. The proposed solution should have capability to be integrated with Bank's CBS/ other Applications to handle CIF creation, loan booking, GL posting etc. through Straight through Processing (STP) i.e. using API integration etc. However, the system should have the ability to integrate through SFTP/ File upload also, for exigency needs.	
2.	The solution should comply with API security and management as per RBI guideline wherever required.	
3.	The proposed solution should have capability to be seamlessly integrated with Loan Management System/ other system of originators.	
4.	The proposed solution should be accessible through all commonly used browsers.	
5.	IT Governance framework for maintenance of data, IT infrastructure, transition of data to be in place.	
6.	All security measure (SSL, Encryption methods etc.) should be to protect classified data which is beyond the Data Centre boundaries.	
7.	The product should maintain audit trails, audit logs of all its Functions/processes, for a period as per Bank's policy/ regulatory Guidelines.	
8.	The selected bidder to ensure smooth hand over of bank's data to Bank/Bank's identified vendor at the time of expiry/ termination of the contract without additional cost.	

9.	The proposed solution should provide access of the UAT environment along with DC and DR (Disaster Recovery) setup.	
10.	The proposed Solution should meet the requirement of Audit/VAPT/CISO before going Live, since approval of Audit/VAPT/CISO is mandatory.	
11.	Vendor should be able to configure DC-DR data log shipping as per banks standard Policy.	
12.	The vendor will provide the solution which enables proper 2-stage authentication in line with Bank's Security Policy & password policy. The solution should provide appropriate User Management so that the number of users may be created/maintained by Bank as per requirement.	
13.	Vendor to support closure of all vulnerabilities identified during Internal/External Security audit according to Bank's schedule.	
14.	The solution will have provision to disable/enable users on temporary/permanently.	
15.	User Convenience and ease with easy navigational menus and comfort should be provided.	
16.	Platform should support automated workflows and enriched information feeds that will help banks to stay abreast of regulatory changes, understand and implement the new/ changing requirements in a timely and efficient way.	
17.	The system should provide comprehensive and user-friendly repository of regulatory guidelines.	
18.	The management information dashboards should be updated on real time basis.	
19.	Bank has the perpetual license of Oracle Database(ULA), so the solution offered must support oracle database.	

20.	<p>Bank has ULA with Oracle for Oracle DB licenses hence may be utilized by vendor. However, Vendor has to consider all the costs of software, middleware, DB or any other component in their BoM. Further, the bidder will ensure that:</p> <ul style="list-style-type: none"> • No freeware allowed in Bank. • Open source software should have proper back lining support. • As of now, there is no micro services/container platform with Bank. Hence, Bank will provide monolithic environment (e.g.: Virtual Servers). So, if any vendor wants to deploy their app on containerized environment then they have to consider the required software or platform cost in their BoM. • If there is any communication required outside of the bank (e.g.: Any mobile app for end users etc.) then there should be a component to be hosted in DMZ. • The proposed architecture should not have any vulnerable component or protocol (e.g.: SMB port 445/139 etc.). • Bank has its own IT security policy so vendor has to adhere to the same policy. • Bank may provide VPN (time based and restricted access subjected to approvals), Hence VPN should not be considered as permanent access mechanism for management of the setup by vendor. 	
21.	<p>Bank's working days & also need based Online support facility (As & when required). The bank also has discretion to avail onsite support services whenever required without any additional cost to Bank.</p>	
22.	<p>The bidder has to provide the Bank, a facility to raise tickets for service support issues along with status tracking option. The support team must ensure time bound solution and closure of those tickets.</p>	
23.	<p>The escalation process should be in place for unresolved issues.</p>	

24.	The bidder's support staff should be well trained to effectively handle queries raised by the Bank employees.	
25.	Bidder should enable bank or bank's appointed vendor in performing periodic information security, IT security, VAPT etc. on infrastructure provisioned for bank. Bidder should close the audit gaps as per the timelines mentioned in Bank's Audit Guidelines.	
26.	The Bidder will be completely responsible for supply, installation, configuration, customization, and maintenance of complete solution for the contract duration.	
27.	Experience in digital co-lending and pool buyout journey implementation in Scheduled Commercial Banks, NBFCs/FIs (end-to-end from on boarding to disbursement – STP/Near STP). Bidder has to submit the evidence from the clients. (Evidence should contain the details of products (LIVE) implemented by OEM).	
28.	Peak load requirements should be taken care of, in terms of both hardware and software suggested such that these can support the initial and incremental solution requirements for the contract period.	
29.	Bidder will ensure and submit documentary evidence for having back to back OEM support of the software and hardware used in the proposed solution for entire contract period. (Documentary evidence to be collected in technical evaluation).	
30.	Bidder proposed solution should include the requisite OS, DB, Middleware etc. licenses required for successful installation, implementation, commissioning, and maintenance of the proposed co-lending solution for the entire contract duration.	
31.	Bidder is required to provision other applications/tools/solutions for configuration management, change management, release & Deployment Management, application performance monitoring, service level monitoring, infrastructure monitoring, security & access management etc.	

32.	Perform regular backup and recovery tests to assure that logical segregation and controls are effective Bidder to ensure the availability and sharing of backup with bank at a regular intervals required by bank.	
33.	The Bidder shall be responsible for recovery of lost data, restoration and repair of damaged data and the correction of data.	
34.	The Bidder shall be responsible for restoring the system to an operable state where system downtime is attributable to application software	
35.	Bidder as a part of approach should clearly indicate the process flow including the encryption methodology.	
36.	The bidder should be able to continuously build, test and deploy functionality for rapid time to market.	
37.	The proposed solution should have Document Management System for complete solution.	
38.	Bidder should be able to automate the release and delivery of applications, shortening the delivery lifecycle, streamlining manual processes, and accelerating team velocity.	
39.	The platform should integrate with the Ticketing tool and Application Performance Monitoring Tool.	
40.	Bidders will comply with all the eligibility criteria and confirming compliance to all the other terms & conditions stated in RFP as well Scope of Work (SOW) in RFP document	

Place:
Date:
Designation

AUTHORISED SIGNATORY:
Name :

Annexure 6 – Technical Eligibility Evaluation

The Assistant General Manager
Punjab & Sind Bank, HO Colending Division,
Staff Training College, Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending (Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Eligibility Criteria:

Sr. No.	Parameter (Position as on date of RFP)	Criteria	Marks	Max Marks	Documentary Proof
1.	Co-Lending	Upto 2 Bank	5	15	Documentary Evidence
		3-4 Banks	10		
		>4 Banks	15		
2.	Pool Buyout	Upto 2 Bank	5	15	Documentary Evidence
		3-4 Banks	10		
		>4 Banks	15		
3.	Web Application	Need Customization	5	10	Documentary Evidence
		Readily Available	10		
4.	No. of permanent/full time employees	Upto 50	1	10	Documentary evidence
		>=51 to 99	5		
		>=100	10		

5.	Presentation and Live Demo	Presentation and Demo	10	
6.	Compliance made by bidder as per Technical Requirements (Annexure 5)	One marks for each compliances	40	Documentary evidence wherever required
Total Max Marks for (Technical Eligibility)			100	

Technical Score (in Percentage) = (Marks Obtained)*100/(Maximum Marks)

Date: Name:

Place: Signature:

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

Annexure 7– Commercial Bill Format

The Assistant General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending (Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

Sr. No.	Particular	Amount in Rupees
1.	One-time Fee – Fixed Cost(One time Implementation cost (including migration of Bank Colending exposure) with Application Software, Licenses, Database/Operating Configuration,UAT etc) including any software licensing fee^ and customization till Go Live.	A
2.	@Operational cost i.e. AMC for AUM (Asset Under Management) for complete exposure for 'Colending' including Development /customization/ ATS support & maintenance/ training etc of the project during contract period of One year.	B=(On Estimated AUM of 4200 Crore X Rate)
3.	Man-Month Rate for 01 technically experienced dedicated onsite resource support for One year.	C=(Man-Month Rate X 12)
	*Grand Total (TCO-Total Cost of Ownership)(in Figure)	A+B+C
	Grand Total (TCO-Total Cost of Ownership)(in Words)	

^The License for the Platform to be Enterprise-wide perpetual level for all the modules/ system offered for the Bank.

@Quantity mentioned for the total contract period of One year and is indicative only for selection of vendor. The payment will be made based on the actual AUM maintained during contract period. No minimum commitment charge.

*Successful Bidder must submit item wise cost in Bill of Material (BoM) within 24 hours of concluding of Reverse Auction.

The above commercials are subject to the following considerations: -

- The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon the selected bidder. Hence, for arriving at L1 bidder, TCO will be taken excluding GST.
- If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- In case of any discrepancy between figures & words, the amount in words shall prevail.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- Lowest Bidder (L1) of the commercials will be determined based on Total Cost of Ownership, i.e. TCO; however selection of bidder will be based on minimum eligibility, technical evaluation and further commercials through Reverse Auction.
- We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and /or which contain any deviation in terms & conditions or any specification and/or qualified or subjected to suggestions.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- We hereby agree to abide by all the terms and conditions mentioned in the RFP and subsequent pre-bid and amendments.

Date:

Name:

Place:

Signature:

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

Annexure 8 - Details of Past Performance

The Assistant. General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending (Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

Sl. No.	Name of the Client/s where subject Digital Platform for Co-lending & Pool Buyouts have been conducted	Detail of the service	Period during which serviced (last 5 Years)		Contact Person's Name	Telephone No.	Address
			From	To			

Dated this _____ day of _____, 20__

Place:

Name:

Signature:

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

Annexure 9 - Details of Offices/ Branches /Service Centers

The Assistant. General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending (Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

No	Place	Postal Address	Contact Details (including Name of In charge and his contact no. email etc.)	Service Facilities Available (Describe)	Jurisdiction

Dated this _____ day of _____, 20__

Place:

Name:

Signature:

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

Annexure 10 - Undertaking for Data Privacy

The Assistant. General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending (Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

In consideration of Punjab & Sind Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 as amended from time to time having its HO Colending Division, Staff Training College, Sector-3, Naharpur Village, Rohini, New Delhi-110085 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, agree to comply Bank's (i) IT Policy, (ii) Information Security policy (iii) Cloud Framework policy, (iv) Any other policy issued by Bank in future, (v) RBI & all regulatory guidelines as applicable time to time.

Further, we ensure that the data privacy, security and confidentiality of the Bank shall not be compromised and will do data purging as per the guidelines of Bank/RBI/Regulatory authorities.

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

Place: Signature of Bidder:

Date: Name:

Business Address:

Annexure 11 - Undertaking

The Assistant General Manager
HO Colending Division
Punjab & Sind Bank
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085
Dear Sir,

Sub: Request for Proposal (RFP) for RFP for Selection of Fintech for on-boarding Digital Platform for Colending (Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

- a) We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) We hereby undertake that there are no legal proceedings / inquiries investigations have been commenced / pending / threatened against bidder by any statutory or regulatory or investigative agencies due to which performance under the contract will get adversely affected / may get affected or which may result in liquidation of company / firm and / or deterrent on continuity of business.
- d) We hereby undertake that we have not been debarred / blacklisted by any Indian Foreign BFSI, Scheduled Commercial Banks, Regulatory Authorities, etc. as on date of the RFE in a related field.

(Deviation to the above if any, the Bidder must provide details of such action(s))

- 1.
- 2.

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

Place:

Signature of Bidder:

Date:

Name:

Business Address:

Annexure 12- PRE-CONTRACT INTEGRITY PACT (On stamp paper)

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, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal has appointed 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, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal 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

- b) 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.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) 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.
 - g) 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. The same is applicable to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-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) (For & On behalf of Bidder / Contractor)

(Office Seal) (Office Seal)

Place ----- Witness 1 Witness 2

Date ----- (Name & Address) (Name & Address)

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 and a Corporate Office, NBCC building, Block 3, Plate B, East Kidwai Nagar, New Delhi – 110023. (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 Digital Platform for Colending 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. For and on behalf of Punjab & Sind Bank

(Designation) (Designation)

Annexure 14 - 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.

The Assistant. General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

WHEREAS (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for **Request for Proposal (RFP) for Selection of Fintech for Implementation of Digital Platform for Colending Solution** (Tender Number.....) (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 225 days (180 Days Bid Validity + 45 Days Claim Period) from the date of Technical Bid, 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.

Annexure 15 - 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 and a Corporate Office, NBCC building, Block 3, Plate B, East Kidwai Nagar, New Delhi – 110023. (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 Request for Proposal (RFP) for Selection of Fintech for Implementation of Digital Platform for Colending 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 Request for Proposal (RFP) for Selection of Fintech for Implementation of Digital Platform for Colending Solution for One year 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 5% 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 48 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.

Annexure 16 - Undertaking for Pre-bid Queries format

The Assistant General Manager
HO Colending Division,
Punjab & Sind Bank,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending (Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

Name of the Bidder –

Format of Pre-Bid Queries to be submitted by the Bidder(s)

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

Dated this _____ day of _____, 20__

Place:

Name:

Signature:

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

Annexure 17 Authorization Letter Format

The Assistant. General Manager
Punjab & Sind Bank,
HO Colending Division,
Staff Training College,
Sector-3, Naharpur Village,
Rohini, New Delhi-110085

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending(Tender No.: PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025).

This has reference to your above RFP.

Mr. /Miss/Mrs. _____ is hereby authorized to attend the of the bid opening of the above RFP on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name &Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Dated this _____ day of _____, 20__

Place:

Name:

Signature:

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

Annexure 18

Certificate of Local Content

(Self-Certificate by bidder and OEM, giving the percentage of local content on letter head with stamp and seal should be submitted. They shall also give details of the location(s) at which the local value addition is made)

To,

The Assistant. General Manager

Punjab & Sind Bank,

HO Colending Division,

Staff Training College,

Sector-3, Naharpur Village,

Rohini, New Delhi-110085

Dear Sir,

Sub: Tender No. PSB/COLENDING/RFP/24-25/01 Dated 18-02-2025; Request For Proposal (RFP) for Selection of Fintech for on-boarding Digital Platform for Colending

- This is to certify that proposed _____ <product details> is having the local content of ___% as defined in the above-mentioned RFP.
- This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June04, 2020.
- _____(Details of Locations where value additions are made).

Signature with Company seal Name:

Company/Organization:

Designation within Company/Organization:

Address of Company/Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____