**Request for Empanelment**

**of**

**FinTech Companies**

**Tender No.: PSB/HODBD/RFE/01/2024-25 Dated 02/09/2024**

**Republishing date 21/10/2026**

**PUNJAB & SIND BANK**

**HO Digital Banking Department**

**B-38/39, Block B, Industrial Area Phase I**

**Naraina, New Delhi-110028**

This document is the property of Punjab & Sind Bank. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel/ agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

## Disclaimer

- The information contained in this RFE 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 RFE document and all other terms and conditions subject to which such information is provided.
- This RFE 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 RFE is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFE 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 RFE 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 RFE.
- Bank reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFE and/or the bidding process at any stage of the process of bidding/ RFE, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (https://punjabandsind.bank.in) and it will become part and parcel of RFE.
- Bank reserves the right to reject any or all the RFEs received in response to this RFE 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 RFE 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 RFE.

## Content


| S.No. | Particular | Page no. |
|---|---|---|
| | Definition | 5 |
| | Key Information | 6 |
| 1. | Introduction | 8 |
| 2. | Overview | 8 |
| 3. | About RFE | 9 |
| 4. | Scope of work | 10 |
| 5. | Eligibility Criteria | 18 |
| 6. | Domain Specific Technical Evaluation | 24 |
| 7. | Invitation of Tender Bids: | 28 |
| 8. | Empanelment Period | 28 |
| 9. | Dis-empanelment of FinTech | 29 |
| 10. | Bid Submission & Evaluation | 29 |
| 11. | Tender Document and Fee | 31 |
| 12. | Exemption of RFE Fee | 31 |
| 13. | Bid Security Declaration | 32 |
| 14. | General Terms & Conditions | 33 |
| 15. | Rejection of the bid | 37 |
| 16. | Post Selection Limited Tendering Process | 38 |
| 17. | Language of Bids | 38 |
| 18. | Authorized Signatory | 39 |
| 19. | Disclaimer | 39 |
| 20. | Due Diligence | 39 |
| 21. | Information Provided | 40 |
| 22. | For Bidders only | 40 |
| 23. | Pre-Bid meeting | 41 |
| 24. | Modification and withdrawals of Bids | 42 |
| 25. | Issue of Corrigendum | 42 |
| 26. | Clarification and Amendment to Bidding Document: | 42 |
| 27. | Erasures or Alterations | 42 |
| 28. | Errors and Omissions | 43 |
| 29. | Proposal Ownership | 43 |
| 30. | No Legal Relationship | 43 |
| 31. | Cancellation of RFE Process | 43 |
| 32. | Corrupt and Fraudulent Practices | 44 |
| 33. | Earnest Money Deposit & Performance Bank Guarantee | 44 |
| 34. | Period of Bid Validity | 45 |

| | | |
|---|---|---|
| **35.** | Confidentiality and Secrecy | **45** |
| **36.** | Other Terms and Conditions | **47** |
| **37.** | Acceptance of Terms | **48** |
| **38.** | Disputes Resolution Mechanism, Arbitration and Governing Law | **48** |
| **39.** | Indemnify | **49** |
| **40.** | Applicable Law and Jurisdiction of Court | **50** |
| **41.** | Pre Contract Integrity Pact | **50** |
| | Annexure 1 | **52** |
| | Annexure 2 | **53** |
| | Annexure 3 | **55** |
| | Annexure 4 | **56** |
| | Annexure 5 | **66** |
| | Annexure 6 | **67** |
| | Annexure 7 | **68** |
| | Annexure 8 | **69** |
| | Annexure 9 | **70** |
| | Annexure 10 | **72** |
| | Annexure 11 | **73** |
| | Annexure 12 | **75** |
| | Annexure 13 | **79** |
| | Annexure 14 | **81** |
| | Annexure 15 | **83** |
| | Annexure 16 | **84** |
| | Annexure 17 | **85** |
| | Annexure 18 | **86** |
| | Annexure 19 | **93** |
| | Annexure 20 | **101** |
| | Annexure 21 | **102** |
| | Annexure 22 | **104** |
| | Annexure 23 | **106** |

## Definition

- **'**Bank' means, 'Punjab and Sind Bank', which has invited bids under this Request for Empanelment and shall be deemed to include it successors and permitted assigns.
- 'RFE' means Request for Empanelment prepared by Punjab & Sind Bank for Empanelment of FinTech companies.
- 'RFP' means Request for Proposal prepared by Punjab & Sind Bank for assigning project to empanelled FinTech companies.
- 'Bidder' means a FinTech/ FinTech company submitting the proposal in response to this RFE.
- 'Digital Journeys' means the following but not limited to, Lead management, customer onboarding, application submission, KYC checks, credit decisioning, underwriting, recommendation engine, document management, disbursement, MIS, etc. through digital mode.

## 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 | PSB/HODBD/RFE/01/2024-25 |
| Tender Title | Request for Empanelment of FinTech Companies |
| Tender Fee(Non Refundable) | Rs.10,000+GST@18%(Rupees Ten Thousand +GST only)* |
| RFE document availability including changes/amendments if any to be issued. | This is an open RFE and will be published both online/ Print on:<br>Bank website - https://punjabandsind.bank.in<br>e-tendering website - https://psb.eproc.in<br>Newspaper Publication |
| Date of Publishing of RFE on Bank's website. | 21/10/2026 |
| Bid Validity | 180 days |
| Last Date for Submission of Pre-Bid Query | 27/10/2026<br>(Queries must be e-mailed to tenders.dbd@psb.bank.in only as per Annexure-8 in MS-excel format quoting tender reference number in the subject) |
| Pre-bid Meeting | 28/10/2026 12:00 Hrs. |
| Last Date and time for Bid submission | 12/11/2026 12:00 Hrs. (Online)<br>12/11/2026 12:30 Hrs. (Offline) |
| Eligibility cum Technical bid opening date and time | 12/11/2026 13:00 Hrs. |
| Date of Technical presentation | To be notified later |
| Place of Submission of Bids | **Punjab & Sind Bank**,<br>HO Digital Banking Department<br>B-38/39, Block B, Industrial Area Phase I |

| | |
|---|---|
| | Naraina, New Delhi-110028 |
| Contact Persons for any clarifications/ Submission of Bids | Mr. Sumit Dhall (Assistant General Manager) 9953750098<br>Mr. Parvesh Kumar Sirmoria (Officer) 9871928191<br>Email: tenders.dbd@psb.bank.in |

* Micro & Small Enterprises (MSE) units and Start-ups which are under the category of MSE, are exempted from payment of tender fee. Bidder has to submit relevant certificates along with supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

**Note:**

1. If any of the dates given above happens to be Holiday in New Delhi, the related activity shall be undertaken on the next working day at the same time.
2. Bidders to ensure to get themselves registered timely on E-procurement site managed by Bank's service provider M/s C1 India Pvt. Ltd. as detailed in the RFE, at least two working days before the bid submission date, to avoid last moment issues.
3. Bidders are required to strictly submit their bids in personal and in electronic form too using the e-procurement system at https://psb.eproc.in by using their digital certificates of class III and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com, Ph: 0124-4302033/36/37 or contact following:

| Contact Person | Tel. No. |
|---|---|
| **1. Mr. Prakash Mishra** | **9953761136** |
| **2. Mr. Govind Parihar** | **9999432157** |
| **3. Mr. Gaurav Singh** | **7291981138** |
| **Escalation level 1** | |
| **Mr. Pankaj Kumar Verma** | **9773581223** |

4. 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.
5. Bidders are requested to use a reliable internet connection (data cable / broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.

## 1. Introduction

Punjab & Sind Bank, a Banking company incorporated under the Banking Companies (Acquisition & Transfer of Undertaking) Act. No. 40 of 1980 (hereon referred to as 'PSB' or the 'Bank') is a major Public Sector bank. The Bank's Corporate Office is in East Kidwai Nagar, New Delhi and its HO Digital Banking Department at 1st Floor, B-38/39, Block B, Industrial Area Phase I Naraina, New Delhi-110028. The Bank has a national presence through a widespread network of 1646 plus branches all networked under Centralized Banking Solution on Finacle-10. It also has a network of more than 1158 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. Bank has already launched various delivery channels such as Internet Banking, Mobile Banking, and ATMs.

## 2. Overview

Punjab & Sind Bank wishes to invite proposals from experienced and eligible FinTech Companies (hereinafter referred to as "Bidder") with primary objective is to collaborate with FinTechs to help the Bank in

a) Simplifying and enhancing the Customer's experience
b) Broadening customer base
c) Transforming the Bank through innovation and efficient methods to the current capabilities of the Bank
d) Expanding in new lines of business
e) Increasing scalability in engaging customers by delivering projects that are adaptable and resizable to fit dynamic customer needs.
f) Utilization of expertise of FinTechs for innovation

**3. About RFE:**

Bank invites sealed Request for Empanelment (RFE) document, comprising of detailed RFE proposal from experienced prospective bidders 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 RFE document and any deviations to the same shall not to be acceptable to Bank.

The bidder selected / engaged through the tendering process shall own the single point 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 RFE document & subsequent tender document shall be the governing document for arrangement between the Bank and the prospective bidder.

RFE document may be downloaded from our website https://punjabandsind.bank.in.

Any RFE received after last date and time of the receipt of RFEs prescribed as mentioned above, will not be accepted by the Bank.

The RFE document shall be in two parts.

i. Part A-Eligibility Evaluation Documents
ii. Part B-Domain Specific Technical Evaluation Documents.

**Part A** comprises all Annexures and their supporting documents. Annexures 13, 18, 19 & 22, are to be executed on non-judicial stamp paper. Annexure 17 is a CA certificate on their letterhead. Remaining Annexures must be on Company's letter head.

**Part B** comprises all documents sought as per Annexure 7 & 12. These documents may be excluded from Part A.

All pages of Annexures and documents submitted must be signed and stamped properly.

Both the parts must be in separate sealed envelopes super scribing "Part A-Eligibility proposal for Request for Empanelment of FinTech companies under Tender No.PSB/HODBD/RFE/01/2024-25 dated 02/09/2024 and "Part B-Domain Specific Technical proposal for Request for Empanelment of FinTech companies under Tender No.PSB/HODBD/RFE/01/2024-25 dated 02/09/2024 respectively.

If a bidder is applying for more than one category, Domain Specific Technical Documents should be submitted for each applied category in separate sealed envelopes super scribing the name of domain and tender no. and all such envelopes should be put together in the Part B envelope.

Sealed Part A and Part B envelopes should be put together in another sealed envelope super scribing "Request for Empanelment of FinTech Companies under Tender No. PSB/HODBD/RFE/01/2024-25 dated 02/09/2024". If the cover/envelope is not sealed & super scribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of the following:-

i. The RFE documents should be properly filled and bound so that the papers are not loosen.
ii. The RFE documents should have index and numbered properly. It should be submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

## 4. Scope of work:

The broad scope of work for inviting Request for Empanelment (RFE) for empanelment of FinTech Companies in various FinTech categories is mentioned below:

| Sr. No. | FinTech Category | Description |
|---|---|---|

| | | |
|---|---|---|
| 1. | Digital Solution for Asset (Lending) products | i. End to end digital journeys for retail, MSME, Agri Loan<br>ii. Retail Loans aggregations and cross selling of products<br>iii. Disbursement and Payments<br>iv. Bill Discounting<br>v. Credit decision and Credit Underwriting<br>vi. Document management, disbursement, etc.<br>vii. Buy now Pay Later, Travel now Pay Later.<br>viii. Embedded Finance<br>ix. Credit decision,<br>x. Underwriting, recommendation engine, document management, disbursement, MIS, etc.<br>xi. Lead Management<br>xii. Solution based on Digitalized Land Record<br>xiii. Contract Farming / Farming products aggregator related services.<br>xiv. Digitization of mortgage title search report, valuation system, tagging the geo-location of the mortgaged property etc.<br>xv. Customer on-boarding and Application submission<br>xvi. Any 3rd Party service integration to deliver digital journey |
| 2. | Digital Solution for Liability (Deposit) products | i Deposit products including bundled products with value added services such as integration for tax and compliance matters (IT, GST, etc.).<br>ii Lead management for Liabilities products<br>iii Document management, etc. |

| | | |
|---|---|---|
| | | iv Any 3rd Party service integration to deliver digital journey<br>v Lead Sourcing and aggregators for liability product<br>vi Customer on-boarding and Application submission. |
| 3. | Co-lending | Use of FinTech platform for the purpose of Co-lending/ Pool buyout/IBPC (Inter Bank Participation certificate) |
| 4. | Marketing & Customer service | i. Digital Marketing at various social media and other platforms.<br>ii. Search Engine Optimization and Marketing<br>iii. Lead generation & conversion.<br>iv. Customer Relationship Management (CRM) and related Analytics<br>v. Loyalty/ Rewards programs<br>vi. E-Market Place and E-commerce sellers<br>vii. Display, Mobile Marketing, Digital Content Marketing etc.<br>viii. Implementation of Martech Tools – Customer Data Platform (CDP), Campaign Management platform (CMP), Content Management Platform, Digital Asset Management, etc<br>ix. Performance Marketing<br>x. Integration with Bank's available customer communication systems/ platforms.<br>xi. Graphic Designing tools, Video Creation and Edition |

| | | |
|---|---|---|
| | | xii. Digital Marketplace for MSME products / services<br>xiii. Digital Marketplace for Sale of goods / services<br>xiv. Digital Marketplace for Insurance products / services<br>xv. Digital Marketplace for Agriculture products / services / equipment. |
| 5. | Wealth Management | i. Collating customer's information in structured form which help in pitching the right product to the right customer.<br>ii. Wealth management products like Demat account, Mutual funds, insurance, portfolio management services etc.<br>iii. Use of technology for providing real time wealth management services to customers.<br>iv. Robo Advisory.<br>v. Targeting premium customers (with selection criteria to be decided by the respective Division)<br>vi. SIP / MF solutions<br>vii. Digital Gold solutions<br>viii. Digital Marketplace for Wealth Management Products / services<br>ix. Tool and platforms for personal financial management, budgeting, savings, investment and portfolio management |
| 6. | Data Analytics and Aggregation | Data Analytics in various segments: -<br>i. Digital Lending<br>ii. Customer onboarding<br>iii. Bank's various Asset & Liability products |

| | | |
|---|---|---|
| | | iv. Risk & Compliance<br>v. Fraud & AML<br>vi. Analysis of transactional/ customer data, identification of patterns, on the go dashboard, data modelling, customer profiling etc.<br>vii. Utilizes big data and analytics to gain insights, make data driven decisions and improve financial services.<br>viii. NPA monitoring and Calculating Value at Risk to ensure optimal performance etc.<br>ix. Data Mart and Data Warehouse<br>x. Cross sell model<br>xi. Up sell model<br>xii. App analytics<br>xiii. Collections and Monitoring<br>xiv. Credit Monitoring and NPA Management<br>xv. Transaction Monitoring, Fraud Detection and AML Solution<br>xvi. Automated Early Warning System and Red Flags<br>xvii. MIS<br>xviii. Data Mart and Data Warehouse<br>xix. GST Accounting |
| 7. | Financial Inclusion, KYC, Authentication services | i. Digitalize the KYC process<br>ii. Innovation services for Financial inclusion<br>iii. Develop interactive voice assistance systems in local languages for enhanced customer experience & convenience.<br>iv. Use of various authentication methods like biometrics, face reorganization, voice etc. for digital payments on various devices.<br>v. FI Gateway |

| | | |
|---|---|---|
| 8. | IT Services and availability Enhancement | i. Useful tools development for improving IT services and availability<br>ii. IT Services automation<br>iii. Up gradation of IT Services<br>iv. Manpower for development, customization and support services for Applications/Websites /Middleware/API/Database/ Infrastructure etc.<br>v. Software Development Skills & Software Support– Mobile Application Development, Middleware/API Customization Services/ Database etc.<br>vi. Support services for IT Infrastructure<br>vii. Straight through process<br>viii. Latest information/Cyber security tools for securing Bank's information and IT Infrastructure.<br>ix. Advanced Security Analytics.<br>x. IOT Security (Internet of things): IOT Security covers the area of endeavor concerned with safeguarding connected devices and networks.<br>xi. Compliance of IT Laws/ Regulatory guidelines,<br>xii. Audit Automation<br>xiii. Reg Techs – Regulatory Compliance Automation<br>xiv. To equip and train our staff with hands on model building & to prepare teaching videos and materials for our business analytics team Python etc. to build in house capability of Data analytics skill set<br>xv. Providing UI / UX services for Bank's Digital Channels / platforms.<br>xvi. Internet of Things -API Management tools, Merchant Aggregator, Account Aggregator, Aggregator platforms, Video-KYC Solutions, Digital Marketing |

| | | |
|---|---|---|
| | | Solutions, etc and any use case suitable for Financial Services.<br>xvii. Video Conferencing Solution |
| 9. | Digital Payment Solutions | i. Digital payments solution based on UPI/NEFT/SWIFT/RTGS/Prepaid instruments etc<br>ii. Alternate mode of payments such as digital wallets, etc.<br>iii. Innovative payment devices/ gateway/ services.<br>iv. Merchant Acquisitions, Merchant Onboarding Merchant Payments etc. |
| 10. | Digital Transformation | Consulting services for :<br>i. Business Process reengineering<br>ii. Office Automation<br>iii. Transforming existing services to digital<br>iv. Improving internal productivity<br>v. API Banking<br>vi. Consultancy services on cyber security for day to day operations of SOC.<br>vii. Cyber Forensic / VAPT from Cert In empaneled vendor<br>viii. Consultancy services for analysis of security controls and policy on cloud security.<br>ix. Consultancy services for Risk assessment, gap analysis and SOC resilience for cyber security.<br>x. Consultancy on Digital Personal Data Protection Act, 2023 and Data Privacy having following services:<br>• Designing and preparation and Gap analysis of Policy<br>• Designing and preparation of framework |

| | | |
|---|---|---|
| | | • Preparation of Guidelines/SOP<br>• Feasibility study<br>• Gap analysis<br>• Risk assessment<br>• IT/Security Solutions/Controls required for compliance to protect data privacy.<br>• Deployment and Implementation of New IT System and controls to protect data privacy.<br>• Reassessment of deployed controls/solutions |
| 11. | New Technologies for Banking Services | i. Use of new technologies like Artificial Intelligence, virtual reality (VR), augmented reality (AR), Block Chain, Information as a service, Big Data, Cloud Computing, Robotics, GenAI etc. for banking services.<br>ii. Wearable Solutions |
| 12. | Beyond Banking Solution Provider | i. Credit Score<br>ii. Tax Return filing services<br>iii. Accounting Tools<br>iv. Cab booking services<br>v. Donations |
| 13. | HR Solution | i. Learning Management Solution<br>ii. Automation of HR process |
| 14. | Forex Solutions | i. Foreign Inward / Outward remittance solutions for ETB / NTB customers<br>ii. Trade Finance & solution for Corporates |

The solutions/products/services mentioned in the **"Description" Column** of the table is provided for better understanding of FinTech Category and is not mandatory for bidders to comply with all mentioned products/solutions/services.

The Bidder may have one or more solutions/products/services to fit into that particular category.

If a solution/product/service, that the bidder has, is not mentioned in the description of FinTech Categories, but is on similar line, then bidders can apply in respective category. Bank may consider the same for evaluation.

In case, bidder applies in an inappropriate category vis. a vis. document submitted, same may be re-categorized by the Bank with intimation to the respective bidder.

Detailed Scope of work for the products/solutions/services required by the Bank will be shared with the empanelled vendors within respective FinTech category at the time of limited tender for specific project.

## 5. Eligibility Criteria

It is a qualifying stage and only those bidders who are deemed eligible as per the eligibility criteria mentioned below, will be shortlisted for Domain Specific Technical Evaluation. Eligibility criteria is same for all categories of FinTech companies

| S. No | Criteria | Documents to be submitted |
|---|---|---|
| 1 | **Exemption from submission of tender fees:**<br>Exemption from submission of tender fee shall be given to bidders, who are Micro and Small Enterprises (MSE) and Startups, 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.<br>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. |
| 2 | **Authority to sign bid.**<br>(All submitted documents, self-declarations, undertaking e.t.c. should be properly stamped and signed by the authorized signatory(ies) with name and designation.) | Certified copy of the Board resolution, issued by company secretary or the person authorized by the Board.<br><br>In case of further delegation of power, bidder has to submit Board resolution along with Power of Attorney duly signed and stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and to correspond. |
| 3 | The bidder should be an Indian firm/company or a multinational company having a valid license to operate in India for its activity.<br>The bidder should be registered in India as a:<br>a) Limited company(Public/Private) registered under the Companies act,1956/2013) or<br>b) Partnership firm registered under section-59 of the Partnership Act, 1932 or | Self-declaration to this effect on the company's letterhead should be submitted.<br>Supporting documents to be submitted:-<br>i. Certificate of Incorporation issued by Registrar of Companies along with<br>ii. Copies of Memorandum of Association<br>iii. Copies of Articles of Association<br>iv. Shareholding pattern<br>v. Partnership Deed registered by Registrar of Firms or other |

| | | |
|---|---|---|
| | c) Limited Liability Partnership (under the Limited Liability Partnership Act, 2008) or<br>d) Proprietary firm. | competent authority should be obtained in case of Partnership firm.<br>vi. Certificate of Incorporation issued by Registrar in case of LLP.<br>PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. |
| 4 | In case of start-up FinTechs, the turnover should not exceed ₹100 crores, for any financial years, since incorporation/ registration. | Certificate from the Chartered Accountant to be submitted.<br>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. |
| 5 | 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. 2023-24, 2024-25 & 2025-26.<br><br>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. 2023-24, 2024-25 & 2025-26. |
| 6 | The bidder should have positive net worth for any two financial years out of | |

| | | |
|---|---|---|
| | last three financial years i.e. 2023-24, 2024-25 & 2025-26. | |
| 7 | 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 their phone nos., and official e-mail id, etc. to be submitted. |
| 8 | The bidder has to undertake the following:<br>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.<br>b) The bidder has not been debarred / blacklisted by any Indian / Foreign BFSI, Scheduled Commercial Banks, Regulatory Authorities, etc. | Self-declaration on company's letter head as per Annexure 11 to be submitted. |

| | | |
|---|---|---|
| | as on date of the RFE in a related field. | |
| 9 | 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. |
| 10 | The conduct of the Credit facilitates availed by the bidder should be satisfactory and no director(s)/ promoter(s) of the company should be in the RBI defaulter list. | Certificate from the Chartered Accountant to be submitted. |
| 11 | 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:<br>a) An entity incorporated, established or registered in such a country; or<br>b) A subsidiary of an entity incorporated, established or registered in such a country; or<br>c) An entity substantially controlled through entities incorporated, | Documents to be submitted:<br>A Self-declaration on letter head of the company duly signed by Authorized Signatory stating<br>"*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. |

| | | |
|---|---|---|
| | established or registered in such a country; or<br>d) An entity whose beneficial owner is situated in such a country; or<br>e) An Indian (or other) agent of such an entity; or<br>f) A natural person who is a citizen of such a country; or<br>g) A consortium or joint venture where any member of the consortium of joint venture falls under any of the above. | |
| 12 | The bidder has to comply the following:<br><br>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.<br>b) The solution offered by the bidder should not violate any Intellectual Property Rights<br>c) The bidder should have its development center/office in India with a minimum of 10 domain | Self-declaration to this effect on the company's letterhead to be submitted along with the detailed list of office addresses and contact details. |

| | | |
|---|---|---|
| | professionals on company's payroll.<br>d) The bidder should have its presence across the country either its own office or it should have tie-up arrangement with other agencies (name of the agencies to be mentioned in the self-declaration) for support & marketing. | |

**6. Domain Specific Technical Evaluation**

The bids received in response to this RFE shall be evaluated by a Committee of the Bank, as per the evaluation matrix furnished below. The bidders may be required to make an in-person / virtual presentation before this committee. The duration of the presentation shall be maximum of 30 minutes excluding time for queries and interaction. The presentation can cover the following areas:

a. Brief about the company,
b. Specialization of the bidder in various domain areas specified by the Bank,
c. Demo on projects (as specified in RFE) executed,
d. Experience in specific domain,
e. Successful delivered projects and IT architecture and approach & methodology used during the project,,
f. Programming methodology used during the delivered project,
g. HR strength focusing on skillset of the employees, sourcing of the employees and attrition rate.

Maximum of 3 participants per bidder will be allowed for in-person or a virtual presentation as per the Bank's discretion.

The documents submitted related to domain specific technical evaluation should be sufficient to ascertain the Scope of work, Period of Contract, Live collaboration and experience.

For a project the bidder should submit the complete set of documents comprising:

I. Purchase Order along with
   a) Relevant Service Level Agreement/Master Service Agreement

   or

   b) Latest Client certificate addressing Punjab and Sind Bank or email to tenders.dbd@psb.bank.in directly from the client comprising work done, date of completion of project and since project go-live to ascertain the following:
      - Project execution
      - Scope of Work
      - Period of contract - to ascertain the live collaboration

II. To ascertain 1year of experience since project go live the bidder need to submit any of the following two along with relevant Purchase Order and Service Level Agreement/Master Service Agreement:
   a) Latest Client certificate addressing Punjab and Sind Bank or email to tenders.dbd@psb.bank.in directly from the client comprising work done, date of completion of project and since project go-live.

   or

   b) Project Sign-off from BFSI where the project has been completed.

**Note:-**

1. **Internal emails between the client and the bidder are not admissible as a proof of domain specific technical evaluation document.**
2. **The project shall be completed within geographical boundaries of India.**

| Sr. No. | FinTech Category | Domain Specific Eligibility Criteria |
|---|---|---|
| 1 | Digital journey (Assets) | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 2 | Digital journey (Liability) | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 3 | Co-lending | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 4. | Marketing & Customer service | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 5 | Wealth Management | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 6 | Data Aggregation and Analytics | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 7 | Financial Inclusion, KYC, Authentication services | • At least two similar projects executed in BFSI sector and at least 1 live collaboration |

| | | |
|---|---|---|
| | | • Minimum 1 year of experience since project go live, in the said category. |
| 8. | IT Services and availability Enhancement | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 9 | Digital Payment Solutions | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 10 | Digital Transformation | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 11 | New Technologies for Banking Services | • At least one live project being executed in BFSI sector. |
| 12 | Beyond Banking Solution Provider | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 06 months of experience since project go live, in the said category. |
| 13 | HR Solution | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |
| 14 | Forex Solutions | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1 year of experience since project go live, in the said category. |

**7. Invitation of Tender Bids**:

**i.** This RFE is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFE process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

**ii.** Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFE document. Failure to furnish any information required by the RFE document or to submit a bid not substantially responsive to the RFE document in every respect will be at the Bidder's risk and may result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFE.

**iii.** All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

**iv.** The Document can be downloaded from Bank's Website https://punjabandsind.bank.in or from Government portal eprocure.gov.in.

**8. Empanelment Period:**

i. Empanelment would be for a period of three (03) years from the date of issuance of empanelment letter subject to satisfactory service.

ii. Empanelment under this RFE shall be kept open for the FinTech companies who meet the eligibility criteria during the empanelment period of 03 years. Bank may empanel such FinTech Companies as and when required.

iii. Bank may decide to empanel fresh set of companies through new RFE before expiry of empanelment period of 03 years if found necessary for any reasons.

iv. Post empanelment, Bank will initiate limited tendering processes as per the requirement, during the empanelment period of 3 years. If called for, the bidder

should be ready to participate in the Bank's tender process as per the terms and conditions of the respective RFP (Request for Proposal).

**9. Dis-empanelment of FinTech**

i. Performance of FinTechs on-boarded for any project, will be reviewed on quarterly basis by the Bank. If the service provided by the FinTech is found to be unsatisfactory or if at any point of time it is found that the information provided for empanelment or for any tender is false or if irregularities shown by the FinTech for applying for the tenders, Bank reserves the right to remove such FinTech from the panel without giving any notice in advance.

ii. If an empanelled FinTech fails to participate in three consecutive RFP process in their respective category, their empanelment will be cancelled.

**10. Bid Submission & Evaluation**

i. The responses to this RFE must be complete and comprehensive with explicit documentary evidence in support of all the eligibility criteria mentioned herein above. The bidders are required to submit their full bio-data as per the format in Annexure 2 along with the required documents. If necessary, Bank may ask for clarification and/or further information from the bidders.

ii. The incomplete bid without the required documents are liable to be rejected.

iii. A bidder can apply for more than one category.

iv. Any number of FinTech companies can be empanelled under any category.

v. The eligibility proposal will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFE, will be shortlisted for Domain Specific Technical Evaluation.

vi. Domain Specific Technical Evaluation: The bidder should either be working towards innovation, development or improvement of products or processes or services or provide solutions that can further improve the overall functioning of Bank in a significant way.

The bidder requires to submit a detailed documentation covering profile of the company, the area of specialization, product / services being offered, list of used cases, list of team members, technology used, future strategy etc. As a part of evaluation process, bidder found eligible in evaluation of eligibility documents, need to furnish demo/ presentation.

During the Domain Specific Technical Evaluation phase, Bank will evaluate the working of the bidders and its ability to fulfil the requirement of Bank.

vii. The Bank reserves the right to accept / reject any or all offers submitted in response to this tender without assigning any reason whatsoever and Bank's decision will be final in this regard.

viii. If deemed necessary, the Bank may seek clarifications on any aspect of RFE from the bidders. Bank may also make enquiries to establish the past performance of the bidders in respect of similar work.

ix. The Bank further reserves right to issue RFP to empanelled FinTechs if it deems eligible and qualified based on the evaluation of the responses received. Bank may issue a RFP covering detailed revised Scope of Work to empanelled FinTechs inviting technical and indicative commercial bids for next process of procurement. However, it may be noted that short-listing of FinTechs should not be treated as a contract for the proposed work.

x. Nothing contained in this RFE shall impair the Bank's Right to issue "Open Tender" on the proposed service.

xi. In case the specified date of submission of RFE is declared a holiday in New Delhi under N.I. Act, the bids will be received till the specified time on next working day.

xii. Bidder has to qualify in all the eligibility criteria mentioned in RFE document.

xiii. This RFE is only for the purpose of empanelment; commercials are not to be submitted with this RFE.

xiv. This RFE does not define project specific terms and guidelines. Those shall be specified in the subsequent RFP documents issued for the specific requirements.

## 11. Tender Document and Fee

A complete set of tender document for **Request for Empanelment of FinTech Companies** can be obtained from the address mentioned in **Key Information** section, during office hours on all working days on submission of a written application. The tender document may also be downloaded from the Bank's official website **https://punjabandsind.bank.in**. The bidder participating in the RFE is required to submit a non-refundable fee of **₹10,000+ GST@18% (Rupees Ten Thousand only + GST)** through NEFT, at the time of submission of the bid, failing which the bid of the concerned bidder will be rejected. The bidder must provide the UTR no. generated after the NEFT along with the bid documents, failing which the bid of the concerned bidder may not be accepted.

**The details of the Bank account for submission of Tender Fee are given below:**

- Account Number – 90355040070003
- Account Name – NEFT INWARD STP PARKING ACCOUNT
- Type of Account – OFFICE ACCOUNT
- Branch – HO DIGITAL BANKING DEPARTMENT, NEW DELHI-110008
- IFSC- PSIB0009035

## 12. Exemption of RFE Fee

i. Micro & Small Enterprises (MSE) units and Start-up* are exempted from payment of tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other sister concern/ third party companies.

   *Note: Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

ii. Bidder has to submit the supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

iii. Bidders may please note:

a. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
b. "Start-up" company 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 along with the technical bid.
c. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFE terms and conditions and who are having MSE and Start-up company status, can claim exemption for tender fee.

## 13. Bid Security Declaration

A Bidder is required to submit a Bid Securing Declaration, as per the format at Annexure 9, along with its Bid. The Bidder has to sign a Bid Securing Declaration accepting that the Bidder will be suspended for participation in the tendering process of the Bank in future, if

i. the Bidder withdraws its Bid during the period of validity i.e. 180 days from the Bid due date; or
ii. the Bidder is awarded the Contract and fails to sign the Contract; or
iii. the Bidder fails to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
iv. 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; or
v. the Bidder fails to submit the requisite documents as per the tender specification; or
vi. The Bidder violates any of the provisions of the terms and conditions of this tender specification.

## 14. General Terms & Conditions:

i. For smooth completion of project the Bidder should identify one or two of its representatives at NCR Delhi as a single point of contact for the Bank.

ii. Project implementation team should be conversant with local rules and Conditions to resolve the issues, if any.

iii. Bidder has to give presentations as part of technical evaluation for clarity on deliverables.

iv. Bank may go for Proof-of-concept whenever desired for new ideas, POC should be with no cost to the Bank and should meet CVC guidelines.

v. Bank may consider the Sandbox testing for FinTech products wherever the facilities are available.

vi. Bank shall seek bids from FinTechs in panel, under all categories, in case any requirements does not falls in any category.

vii. All bidder shall follow agile method for software development to ensure flexibility for further enhancement in delivered software.

viii. Bidder shall undertake to comply Bank's (i) IT Policy,(ii) Cloud Framework Policy and (iii) Information Security Policy along with all regulatory guidelines as applicable time to time.

ix. If products are deployed in the cloud, selected bidder will have to clearly specified details of the same to the Bank as and when required.

x. Bidder shall have enough resources (minimum 10) on their payroll to ensure successful and timely delivery of the assigned project. FinTech Empanelment Committee may relax this clause in fit cases assigning appropriate reasons.

xi. Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder.

xii. Punjab & Sind Bank reserves the right to refloat the RFE process partly or fully at its sole discretion as and when required.

xiii. All successful bidders shall be required to execute a Non-Disclosure Agreement as per Annexure 19.

xiv. This RFE shall not define project specific terms and guidelines. They shall be specified in the Limited Tender Enquiry (RFP) documents issued for the specific requirement. Some of these conditions are listed below:

- Project Specific eligibility criteria
- Warranty and AMC/ATS Terms
- Penalty & Liquidated Damages
- Earnest Money Deposit
- Performance Bank Guarantee terms
- Scope of the Project
- Specific legal terms
- Exit Clause
- Indemnity Clause
- Dispute Resolution Clause
- Governing Law & Jurisdiction

xv. No Commercial quotes are to be submitted for this RFE. Commercial quotes shall be obtained during the RFP stage based on specific project requirements from Empaneled FinTechs.

xvi. This Request for Empanelment (RFE) is non transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFE price (for downloaded RFE) will be eligible for participation in the evaluation process. The letter of empanelment issued to the successful bidder is also non-transferable.

xvii. Bidders can apply for empanelment in any number of categories depending on the experience of the company as per categories mentioned in clause 5 (Scope of work).

xviii. The solution offered by the bidder should not violate any Intellectual property rights.

xix. The empanelment does not construe commitment from the Bank to provide opportunities to the empanelled FinTechs.

xx. The Letter of empanelment shall be sent individually to the successful bidders.

xxi. That adequate step will be taken to build strong safeguards to avoid the mingling of information/documents records and assets of the Bank with other organizations for whom Successful Bidder undertakes similar services.

xxii. 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.

xxiii. Successful Bidder will ensure to have effective business continuity and disaster recovery plan. Successful Bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same.

xxiv. The Successful Bidder will conform to the laws, rules and regulations as stipulated by the Central/State Govt /RBI/ and/or any regulatory authority in regard to employment, of agents/associates/employees etc. including the Minimum Wages Act.

xxv. Successful Bidder shall pay to its employees/personnel, who are engaged for providing the Services to the Bank, all wages, salaries, allowances etc. in accordance with the terms of Contract of their employment / various Laws / Statutes / Acts applicable locally or otherwise and the Bank shall not be liable in this regard either to Successful Bidder or to its personnel in any manner whatsoever. Further, Successful Bidder shall also maintain all records in this regard as required by the relevant laws including, the Minimum Wages Act, the Payment of Wages Act and the Contract Labor (Regulation &Abolition) Act or any other State Level/Central Act/Law that is applicable and shall comply with all the statutory provisions as prescribed under relevant rules and statutes for the time being in force.

xxvi. Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the Consequences of any of its actions and/or its sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank.

xxvii. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.

xxviii. Neither the contract which will be entered by the Bank with the Successful Bidder nor any action taken by the Successful Bidder shall constitute as between the Parties as partnership, association, joint, venture or other common enterprise. The relationship between Successful Bidder and the Bank hereunder is on Principal-to-Principal basis. Successful Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.

xxix. 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.

d. The access shall also extend to the books, records, information held by /available with any person/firm agent/company engaged by Successful Bidder or any documents records of transactions and other- necessary information given/stored or processed provided by the Bank, to Successful Bidder and in turn provided by Successful Bidder to another agency, in order to render the requited Services to the Bank.

xxx. Successful Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Successful Bidder in writing by the Bank, provided to Successful Bidder by the Bank, in order to render the required Service to the Bank. The Bidder has to preserve full data during the Contract period and subsequently to be migrated as per Bank's direction.

xxxi. Successful bidders shall have to ensure that the data privacy of the Bank is not compromise.

## 15. Rejection of the Bid

The bid is liable to be rejected if:

i. Bidder fails to deposit tender fee before expiry of the due date and time stipulated, or such extended time as stipulated by the Bank, for bid submission or claim wrong exemption of tender fee and submitted false/incorrect information to claim exemption.

ii. The bid document doesn’t bear stamp and signature of authorized person on each page.

iii. It is received through E-mail.

iv. It is received after expiry of the due date and time stipulated, or such extended time as stipulated by the Bank, for bid submission.
v. Incomplete bid, including non-submission or non-furnishing of requisite documents / Conditional bid/ deviation of terms & conditions or scope of work/ incorrect information in bid not conforming to the terms and conditions stipulated in this Request for Empanelment (RFE) are liable for rejection by the Bank.
vi. Bidder should comply with all the points mentioned in the RFE. Non-compliance of any point will lead to rejection of the bid.
vii. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
viii. Non-submission of Pre Contract Integrity Pact as per format given in **Annexure 18**
ix. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

## 16. Post Selection Limited Tendering Process

The successful bidders, will be empanelled in respective category. Post empanelment, Bank will initiate Limited Tendering Processes as per the requirement during the empanelment period of 3 years. The Request for Proposal (RFP) will be provided to the empanelled FinTechs of respective category through mail or on Bank's website. The selection process, Scope and terms & conditions will be specified in the RFP document. The successful bidder of limited tendering process will be awarded for the tender and will be required to adhere the Scope and terms & conditions mentioned in the RFP.

## 17. Language of Bids

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be typed or written in English language.

## 18. 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 successful bidders 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 successful bidders has to submit, a certified copy of the resolution of their Board certified by Company Secretary or the person authorized by the board, along with Power of Attorney duly stamped, if required, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

## 19. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFE document or conduct ancillary to it whether or not the loss or damage is incurred because of any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

## 20. Due Diligence

The bidder is expected to examine all instructions, forms, terms and specifications in this RFE and study the RFE document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFE with full understanding of its implications. The bid should be precise, complete and in the prescribed format as per the requirement of this RFE. Failure to furnish all information required in this RFE

or submission of a bid not responsive to this RFE in each and every respect will be at the bidder's own risk and may result in rejection of the bid and for which Punjab & Sind Bank shall not be held responsible.

**21. Information Provided**

The RFE document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers give any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFE document.

**22. For Bidders only**

The RFE document is intended solely for the information to the party to whom it is issued ("the bidder") and no other person or organization.

**Clarification to RFE and Pre-Bid Queries:**

The bidder should carefully examine and understand the specifications, terms and conditions of the RFE and may seek clarifications, if required. The bidder in all such cases should seek clarification in writing in the same serial order as that of the RFE by mentioning the relevant page number and clause number of the RFE as per format provided under **Annexure 8**

a. All communications regarding points requiring clarifications and any doubts shall be sent in writing to email id: tenders.dbd@psb.bank.in only by the intending bidders before 12:00 PM of the Last Date of Submission of Pre Bid queries as per the Bid Details mentioned at the start of this RFE.
b. No queries will be entertained from the bidder after the above date and time.
c. No oral or individual consultation will be entertained.

All submissions will become the property of the Bank. The bidder shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFE process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

**23. Pre-Bid meeting:**

i. A pre-bid meeting of the intending bidders will be held at the venue, mentioned in Key information, to clarify any point/doubt raised by them in respect of this RFE.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFE, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, the Bank will allow a maximum of two representatives from each of the bidder to participate in the pre-bid meeting.

ii. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

iii. 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.

iv. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (https://punjabandsind.bank.in) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidders, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFE and it will be binding on the bidders.

v. Non reply to any of the queries raised by the bidders during pre-bid meeting shall not be considered as acceptance of the query/issue by the Bank.

## 24. Modification and Withdrawals of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, default bidder will be suspended from participating in future tenders of Bank.

## 25. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFE and all bidders are required to comply with such corrigendum.

## 26. Clarification and Amendment to Bidding Document:

i. Prospective bidders may seek clarification on the RFE document by letter/fax/e-mail till the date mentioned in the Key information.
ii. At least 7 days time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFE contents by amendment.
iii. Notification of clarification/amendments, if any, will be made available on the Bank's website (i.e. https://punjabandsind.bank.in) and will be binding on all bidders and no separate communication will be issued in this regard.
iv. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids

## 27. 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 initialed / 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.

**28. Errors and Omissions**

Each bidder should notify the Bank of any error, omission, or discrepancy found in this RFE document.

**29. 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 RFE shall form integral part of the RFE.

**30. No Legal Relationship**

There will be no binding legal relationship between any of the bidder and the Bank until the execution of a contractual agreement.

**31. Cancellation of RFE Process**

Punjab & Sind Bank reserves the right to cancel the RFE 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 bidder in respect of the products supplied and/or services offered.

## 32. 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 bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidde has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 33. Earnest Money Deposit & Performance Bank Guarantee

This being an RFE, for empanelment of FinTechs, no EMD / PBG is prescribed for this specific empanelment. However, EMD / PBG shall be specified at the time of specific RFPs.

## 34. Period of Bid Validity

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of opening of bids prescribed by Punjab & Sind Bank. 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, Punjab & Sind Bank may solicit the bidder's 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 should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder 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.

## 35. Confidentiality and Secrecy

The RFE document is confidential and is not to be reproduced, transmitted, or made available by the bidder to any other party. The RFE document is provided to the bidder on the basis of the undertaking of confidentiality given by the bidder to Bank. Bank may update or revise the RFE document or any part of it. The bidder acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The bidder will not disclose or discuss the contents of the RFE document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The bidder/successful bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

a. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by Bank;

b. To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
c. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
d. To treat all Information as Confidential Information.
e. The successful bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Punjab & Sind Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Punjab & Sind Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the Punjab & Sind Bank and shall not be used/disclosed to anybody in any manner except with the written consent of the Punjab & Sind Bank.
f. The successful bidder shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Punjab & Sind Bank. The Confidential Information will be safeguarded and the successful bidder will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
g. Conflict of interest: The successful bidder shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bank or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
h. The successful Bidder is required to execute a Non-Disclosure Agreement to the Bank as per Bank's format before or at the time of execution of the Master Contract.

## 36. Other Terms and Conditions

i. Cost of preparation and submission of bid document: The bidder shall bear all costs for the preparation and submission of the bid. Punjab & Sind Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

ii. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.

iii. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.

iv. The bidder should comply all the terms and conditions of RFE.

v. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.

vi. Punjab & Sind Bank shall be entitled to reject any or all offers without assigning any reason whatsoever. Punjab & Sind Bank has the right to re-issue tender/bid. Punjab & Sind Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. Punjab & Sind Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their bid is rejected. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive and binding upon the bidder.

## 37. Acceptance of Terms

A bidder, by responding to the Bank's RFE, be deemed to have accepted all the terms as stated in the RFE.

## 38. Disputes Resolution Mechanism, Arbitration and Governing Law

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

a. 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.

b. The matter will be referred for negotiation between Competent Authority of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

c. 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.

d. 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.

e. 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 in writing, 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.

f. The Bidder shall not be entitled to suspend the service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

g. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, where Bank find it expedient to do so. The contract shall be governed by and interpreted in accordance with Indian law.

**39. Indemnify**

i. The successful bidder shall have to agree to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

ii. The successful bidder shall have to agree to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFE or Service Level Agreement to be executed.

iii. The successful bidder shall have to agree to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal

expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the successful bidder or its employees/personnel.

iv. All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the bidder shall continue to be liable under the indemnities.

**40. Applicable Law and Jurisdiction of Court**

The Contract with the successful bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at New Delhi (with the exclusion of all other Courts).

**41. Pre-Contract Integrity Pact**

Bidders, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids, not accompanied with signed IP by the bidders along with the technical bid, the offer shall be summarily rejected. IP shall cover all phases of contract i.e. from Request for Empanelment (RFE) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of Pre-Contract Integrity pact is attached in **Annexure-18** for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by Punjab & Sind Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the Pre-Contract Integrity Pact

| **Name** | **Contact No.** |
|---|---|
| **Sh. Aditya Prakash Mishra** | **Email: apmishra53@gmail.com**<br>**Mob: 9560625666** |
| **Sh. Asha Ram Sihag** | **Email ID: arsihag@gmail.com**<br>**Mobile No: 9911558502** |

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**Annexure-1**

## Tender Offer Forwarding letter

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I Naraina,

New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

With reference to your advertisement published in the (name of the newspaper in English) / (name of the newspaper in Hindi) / your website on _____ the captioned subject, we furnish below the following Information / Papers / Documents for empanelment of our company.

If empanelled and called for any tender under this empanelment, we agree to participate as per Bank's terms and conditions of the respective RFP. We enclose the following detail of Tender fees deposited:

Cost of RFE Document - ₹10,000+GST @ 18% (Rupees Ten Thousand only + GST)

NEFT UTR No…….....Date:…….
(If tender fee exemption claimed then enclosed relevant certificates.)

Place: Signature and Seal:

Date: Authorized Signatory

Name & Designation:

**Annexure-2**

## General Detail of the Bidder

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

| S.NO. | Particulars | Details |
|---|---|---|
| 1. | Name of the Bidder | |
| 2. | Constitution | |
| 3. | Date of Establishment/Incorporation | |
| 4. | Latest MSME classification (on or after date of RFE) | |
| 5. | Address Details<br>i. Order to be placed on which Office | |
| 6. | ii. Registered Office | |
| 7. | iii. Corporate Office | |
| 8. | Website | |
| 9. | E-mail Address | |
| 10. | Contact Person: Name, Contact Detail & E-mail id | |
| 11. | Major change in Management in last three years | |
| 12. | **Financial Position of Bidder for the last three financial years** | |

| | FY 2023-24 | FY 2024-25 | FY 2025-26 |
|---|---|---|---|
| Net worth | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Turnover | | | | | |
| | Net Profit (Profit After Tax) | | | | | |
| | **N.B. Enclose copies of Audited Balance Sheets along with enclosures** | | | | | |
| **13.** | Applied in Category (out of 14 Categories mentioned in Scope) : | | | | | **1.**<br>**2.**<br>**3…** |
| **14.** | Details of Experience in the above mentioned categories<br><br>**N.B. Enclose documentary evidences as per RFE along with enclosures.** | | | | | |
| **15.** | PAN number …….. .<br>GST Registration Number …….. .<br>CIN No. | | | | | |

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure-3**

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I Naraina,

New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

With reference to the above RFE we have to state the following:-

i. We undertake to respond to any RFP as and when called for by the Bank under limited tendering process.
ii. We have examined and understood the instructions, terms and conditions forming part of the above mentioned RFE and agree to abide by the General Terms and Conditions stated therein.
iii. We further confirm that any offer in response to RFP will be in conformity with the terms and conditions as mentioned therein.
iv. We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
v. We also understand that our empanelment and performance will be reviewed on a quarterly basis and, if found unsatisfactory will be removed from the list of empanelled FinTechs.
vi. We also understand that in case we fail to participate in three consecutive RFP process, our empanelment will be cancelled

Yours faithfully,

Authorised Signatory
(Name & Designation)
(Signature and Seal of the Company / Firm)
Date:
Place:

**Annexure-4**

## Eligibility Criteria Declaration

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I Naraina,

New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

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

| S. No | Criteria | Documents to be submitted | Bidder's Compliance (Yes/No) | Submitted supporting documents |
|---|---|---|---|---|
| 1 | **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 Startups, 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.<br>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. | | |
| 2 | **Authority to sign Bid.**<br><br>(All submitted documents, self-declarations, undertaking e.t.c. should be properly stamped and signed by the authorized signatory(ies) with name and designation.) | Certified copy of the Board resolution, issued by Company Secretary or the person authorized by the Board.<br>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. | | |
| 3 | The bidder should be an Indian firm/company or a multinational company having a valid license to operate in India for its activity.<br>The bidder should be registered in India as a:<br>a) Limited company (Public/Private) registered under the Companies act,1956/2013) or<br>b) Partnership firm registered under section-59 of the Partnership Act, 1932 or<br>c) Limited Liability Partnership (under the Limited Liability Partnership Act, 2008) or<br>d) Proprietary firm . | Self-declaration to this effect on the company's letterhead should be submitted.<br>Supporting documents to be submitted:-<br>a) Certificate of Incorporation issued by Registrar of Companies along with<br>b) Copies of Memorandum of Association<br>c) Copies of Articles of Association<br>d) Shareholding pattern<br>e) Partnership Deed registered by Registrar of Firms or other competent authority should be obtained in case of Partnership firm. | | |

| | | | | |
|---|---|---|---|---|
| | | f) Certificate of Incorporation issued by Registrar in case of LLP.<br>PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid. | | |
| 4 | The turnover of the Start-up should not exceeded ₹100 crores, for any financial year, since incorporation/ registration. | Certificate from the Chartered Accountant to be submitted.<br>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. | | |
| 5 | 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 | Copy of the Audited Balance Sheets / Certificate from the Chartered Accountant (in case of Provisional Balance Sheet of the | | |

| | | | | |
|---|---|---|---|---|
| | i.e. 2023-24, 2024-25 & 2025-26.<br><br>This must be the Standalone turnover of the bidder and not that of their group of Companies. | company) showing Profit, Net-worth and Turnover of the company for the last three consecutive financial year's i.e. 2023-24, 2024-25 & 2025-26. | | |
| 6 | The bidder should have positive net worth for any two financial years out of last three financial years i.e. 2023-24, 2024-25 & 2025-26. | | | |
| 7 | 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. | | |

| | | | | |
|---|---|---|---|---|
| 8 | The bidder has to undertake the following:<br>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.<br>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. | Self-declaration on company's letter head as per Annexure 11 to be submitted. | | |

| | | | | |
|---|---|---|---|---|
| 9 | 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. | | |
| 10 | The conduct of the Credit facilitates 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. | | |
| 11 | 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: | Documents to be submitted:<br><br>A Self-declaration on company's letter head duly signed by Authorized Signatory stating<br><br>"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 | | |

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

| | | | | |
|---|---|---|---|---|
| | venture falls under any of the above. | | | |
| 12 | The bidder has to comply the following:<br>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.<br>b) The solution offered by the bidder should not violate any Intellectual Property Rights<br>c) The bidder should have its development center/office in India with a minimum of 10 | Self-declaration to this effect on the company's letterhead to be submitted along with the detailed list of office addresses and contact details. | | |

| | | | | |
|---|---|---|---|---|
| | domain professionals on company's payroll.<br>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) | | | |

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure 5**

## Details of Offices/ Branches /Service Centers

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

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

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure 6**

## Authorization Letter Format

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I, Naraina,

New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

This has reference to your above RFE.

Mr./Miss/Mrs._____, bearing PAN/Aadhar No…… is hereby authorized to attend the bid opening of the above RFE on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

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

**Annexure 7**

## Track Record of Past Experience

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

Name of the Bidder –
Name of the category-

| Sl. No. | Name of the Client/s where subject services has been conducted | Period during which serviced (last 5 Years) | | Contact Person's Name | Telephone No. | Address |
|---|---|---|---|---|---|---|
| | | From | To | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Enclosed Necessary Documentary proof
(Submit separate annexure for each applied category as per Annexure 2)

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure – 8**

## Undertaking for Pre-bid Queries format

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

Name of the Bidder –

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

**To be e-mailed in MS-excel format format**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

| S. No. | RFE Page No. | RFE Clause No. | Original RFE Clause | Subject/Description | Query sought/Suggestions of the Bidder |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure 9**

## Format of Bid Securing Declaration

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I, Naraina,

New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

Sir,

I/We,……. (Authorized Signatory of the Bidder) submitted by the undersigned on behalf of the Bidder (M/s _____) either Sole or in Joint Venture, do hereby declare and accept the following:

(A) I/We understand according to your conditions, the bid must be supported by a Bid-Securing Declaration.

(B) I/We accept that M/s _____ will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of time starting on Bid Submission Date if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:

i. if I/We withdraw the Bid during the period of validity i.e. 180 Days from the Bid due date; or
ii. if I/We is/are awarded the Contract and fail to sign the Contract; or
iii. if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or

iv. if I/We make any statement or enclose 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; or

v. if I/We fail to submit the requisite documents as per the tender specification; or

vi. if I/We violate any of the provisions of the terms and conditions of this tender specification.

(C) We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder or (ii) ……days after the expiration of our Bid.

| | |
|---|---|
| Name of the Bidder* | |
| Name of the person duly authorized to sign the Bid on behalf of the Bidder** | |
| Designation of the person signing the Bid | |
| Signature of the person named above | |
| Official Seal | |

(1) * In the case the Bid is submitted by an Entity (viz., Partnership Firm, LLP, Company, Joint Venture), specify the name of the Entity as the Bidder.

(2) ** The Person signing the Bid should be as per Board Resolution(BR) or Power of Attorney(along with BR) given by the Bidder to execute the documents on behalf of the Bidder.

(3) In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all Members/Partners to the Joint Venture that submits the Bid.

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure-10**

## Undertaking for Data privacy

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I, Naraina,

New Delhi-110028

Dear Sir

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

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 Digital Banking Department,B-38/39, Block B, Industrial Area Phase I, Naraina, New Delhi-110028 (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.

| | |
|---|---|
| Place: | Authorized Signatory |
| | Name & Designation |
| Date: | Signature and Seal of the company/firm: |

**Annexure-11**

## Undertaking for No Legal proceedings & Non-Blacklisting

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Block B, Industrial Area Phase I, Naraina,
New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25- Request for Empanelment of FinTech Companies dated 02/09/2024**

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.

| | |
|---|---|
| Place: | Authorized Signatory |
| | Name & Designation |
| Date: | Signature and Seal of the company/firm: |

**Annexure – 12**

## Domain Specific Technical Evaluation

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I Naraina,

New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

We hereby declare that we are submitting the following documents which are related to domain specific technical evaluation and are sufficient to ascertain the Scope of work, Period of Contract, Live collaboration and experience.

I. Purchase Order along with
   a) Relevant Service Level Agreement/Master Service Agreement

   or

   b) Latest Client certificate addressing Punjab and Sind Bank or email to tenders.dbd@psb.bank.in directly from the client comprising work done, date of completion of project and since project go-live to ascertain the following:
      - Project execution
      - Scope of Work
      - Period of contract - to ascertain the live collaboration

II. To ascertain 1year of experience since project go live, any of the following two along with relevant Purchase Order and Service Level Agreement/Master Service Agreement:

a) Latest Client certificate addressing Punjab and Sind Bank or email to tenders.dbd@psb.bank.in directly from the client comprising work done, date of completion of project and since project go-live.

or

b) Project Sign-off from BFSI where the project has been completed.

We have carefully gone through the contents of the above referred RFE and furnish the following information relating to Domain Specific Technical Evaluation:

| S. No. | FinTech Category | Criteria | Bidder's Compliance (Yes/No) | Submitted supporting documents |
|---|---|---|---|---|
| 1 | Digital journey (Assets) | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 2 | Digital journey (Liability) | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 3. | Co-lending | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 4 | Marketing & Customer service | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 5 | Wealth Management | • At least two similar projects executed in BFSI sector and at least 1 live collaboration | | |

| | | | | |
|---|---|---|---|---|
| | | • Minimum 1year of experience since project go live, in the said category. | | |
| 6 | Data Aggregation and Analytics | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 7 | Financial Inclusion, KYC, Authentication services | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 8. | IT Services and availability Enhancement | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 9 | Digital Payment Solutions | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 10 | Digital Transformation | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 11 | New Technologies for Banking Services | • At least one live project being executed in BFSI sector. | | |
| 12 | Beyond Banking Solution Provider | • At least two similar projects executed in BFSI sector and at least 1 live collaboration | | |

| | | | | |
|---|---|---|---|---|
| | | • Minimum 06 months of experience since project go live, in the said category. | | |
| 13 | HR Solution | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |
| 14 | Forex Solutions | • At least two similar projects executed in BFSI sector and at least 1 live collaboration<br>• Minimum 1year of experience since project go live, in the said category. | | |

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure – 13**

**Undertaking to abide by all laws/rules/regulations**

(To be executed on Rs.500/- Non-judicial stamp paper)

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I, Naraina,

New Delhi-110028

Dear Sir,

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements under Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

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 Digital Banking Department,B-38/39, Block B, Industrial Area Phase I, Naraina, New Delhi-110028 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s……., having its Registered Office at……, do hereby, having examined the RFE Tender No. PSB/HODBD/RFE/01/2024-25 dated 02/09/2024 including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the aforementioned RFE including all annexure, addendum, corrigendum and amendments, if any. We understand that any deviation may result in disqualification of our bid. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFE.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all

losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

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

| | |
|---|---|
| Place: | Authorized Signatory |
| | Name & Designation |
| Date: | Signature and Seal of the company/firm: |

**Annexure – 14**

**Undertaking for minimum wages act & labor laws**

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Block B, Industrial Area Phase I, Naraina,
New Delhi-110028

Dear Sir,

**Sub: Confirmation for Government Rules relating to Minimum Wages: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

Further to our proposal dated …….. in response to the Request for Empanelment (Bank's tender No…… herein referred to as RFE) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labor for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed

by Labor Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the quotation)**

| | |
|---|---|
| Place: | Authorized Signatory |
| | Name & Designation |
| Date: | Signature and Seal of the company/firm: |

**Annexure – 15**

## Undertaking for GST Law

To

Punjab & Sind Bank ,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I, Naraina,

New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

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

We, the bidder M/s ……, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For……..

(Name & Designation)

(Signature and seal of the company/firm)

Place:

Date:

**Annexure – 16**

## Undertaking for No Deviation

To

Punjab & Sind Bank ,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I, Naraina,

New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

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

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

Yours faithfully,

For……..

(Name & Designation)

(Signature and seal of the company/firm)

Place:

Date:

**Annexure – 17**

**Certificate from CA in their letter head**

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

**Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net worth etc.)**

| | FY2023-24 | FY 2024-25 | FY 2025-26 |
|---|---|---|---|
| **Turnover** | | | |
| **Profit / Loss** | | | |
| **Net-worth** | | | |

**Signature**

Chartered Accountant

(Name & Stamp of the CA Firm)

UDIN No.

Place:

Date:

**Annexure – 18**

**Reg: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

## PRE CONTRACT INTEGRITY PACT

(To be executed on ₹500 non-judicial 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 he / she is not legally entitled to, in order to obtain in exchange any advantage of an kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

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

**Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 - Previous transgression**

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

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

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s) *I* Contractor(s) *I* 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 sighed 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) |
| (Name & Designation) | (Name & Designation) |
| (Office Seal) | (Office Seal) |
| Place ---------- Witness 1 | Witness 2 |
| Date ---------- (Name & Address) | (Name & Address) |

**Annexure 19**

**Reg: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

## NON-DISCLOSURE AGREEMENT

(To be executed on ₹500 non-judicial stamp paper)

This Non-Disclosure Agreement made and entered into at……. on this ……..day 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. (herein after 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 services offered by Vendor.

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 RFE/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 the bidder ---------- | For and on behalf of Punjab & Sind Bank |
| (Name & Designation) | (Name & Designation) |
| (Office Seal) | (Office Seal) |
| Witness 1 | Witness 2 |
| (Name & Address) | (Name & Address) |

**Annexure – 20**

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

**Contact Person**
**(Format of Supporting Centre's Details)**

| Sl. No. | Name | Role | Designation | Full Office Address | Contact Details | Email Address |
|---|---|---|---|---|---|---|
| | | | First Level contact | | | |
| | | | Second level contact (if response not received within 3 hours) | | | |
| | | | Regional / Zonal Head (If response not received in 12 Hours) | | | |
| | | | Country Head (If response not received in 24 Hours) | | | |

**Note:** Any change in designation, substitution will be informed to us immediately.

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure – 21**

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

## Binding Criteria for Technical Presentation

The following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process:

i) At least one senior representative from bidder's organization should be present in the technical presentations.

ii) Complete soft copies of the presentation materials should be shared with the Bank before the presentation.

iii) The Bank will expect and demand that the key personnel showcased by the bidder in the technical presentation should be the same ones that actively drive the project execution.

iv) Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.

v) Focus of the presentation should be on the specifics of the approach / methodology being proposed for the Bank.

vi) Both technical and administrative aspects of the project should be given suitable coverage.

vii) All aspects of requirements in the RFE should be covered in the presentation.

viii) All RFE requirements that are not covered by the proposed plan, or not adhered to, should be clearly brought out in the technical presentation, along with reasons /justification on why they will not be covered.

ix) Any assumption, if taken in the response to RFE document should be clearly brought out in the technical presentation, along with the justification.

x) Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable.

xi) Focus should be on bringing out clearly what is specific / different / novel about your approach, not on beefing up the presentation with commonly known and/or spurious information.

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm:

**Annexure – 22**

**Declaration-Cum-Undertaking regarding compliance with all statutory requirements**

(To be executed on ₹500 non-judicial stamp paper)

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Block B, Industrial Area Phase I, Naraina,
New Delhi-110028

Dear Sir,

**Sub: Tender No. PSB/HODBD/RFE/01/2024-25 Request for Empanelment of FinTech Companies dated 02/09/2024**

We M/s _____, hereby undertake and agree to abide by below mentioned terms and conditions:

i. The software development will be carried out as per standard software development process and taking into consideration best practices followed worldwide.

ii. The software to be developed will be compatible with the current infrastructure of the Bank and will be forward compatible.

iii. We undertake to provide appropriate on-site resource as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.

iv. The Bank may decide to have mixed set of in-house and bidder's resources for sustainable good quality of software development.

v. The product may be deployed on either CAPEX or OPEX Model based on the requirements of the Bank.

vi. We undertake to follow agile method for software development to ensure flexibility for further enhancement in delivered software.

| | |
|---|---|
| Place: | Authorized Signatory |
| | Name & Designation |
| Date: | Signature and Seal of the company/firm: |

**Annexure 23**

## Compliance to RFE Term & Conditions

**Sub: Tender No. PSB/HODBD/RFE/01/2024-24 Request for Empanelment of FinTech Companies dated 02/09/2024**

| S.No. | Particular | Bidder's Compliance(Y/N) |
|---|---|---|
| 1. | Introduction | |
| 2. | Overview | |
| 3. | About RFE | |
| 4. | Scope of work | |
| 5. | Eligibility Criteria | |
| 6. | Domain Specific Technical Evaluation | |
| 7. | Invitation of Tender Bids | |
| 8. | Empanelment Period | |
| 9. | Dis-empanelment of FinTech | |
| 10. | Bid Submission & Evaluation | |
| 11. | Tender Document and Fee | |
| 12. | Exemption of RFE Fee | |
| 13. | Bid Security Declaration | |
| 14. | General Terms & Conditions | |
| 15. | Rejection of the bid | |
| 16. | Post Selection Limited Tendering Process | |
| 17. | Language of Bids | |
| 18. | Authorized Signatory | |
| 19. | Disclaimer | |
| 20. | Due Diligence | |
| 21. | Information Provided | |
| 22. | For Bidders only | |
| 23. | Pre-Bid meeting | |
| 24. | Modification and withdrawals of Bids | |

| | | |
|---|---|---|
| **25.** | Issue of Corrigendum | |
| **26.** | Clarification and Amendment to Bidding Document | |
| **27.** | Erasures or Alterations | |
| **28.** | Errors and Omissions | |
| **29.** | Proposal Ownership | |
| **30.** | No Legal Relationship | |
| **31.** | Cancellation of RFE Process | |
| **32.** | Corrupt and Fraudulent Practices | |
| **33.** | Earnest Money Deposit & Performance Bank Guarantee | |
| **34.** | Period of Bid Validity | |
| **35.** | Confidentiality and Secrecy | |
| **36.** | Other Terms and Conditions | |
| **37.** | Acceptance of Terms | |
| **38.** | Disputes Resolution Mechanism, Arbitration and Governing Law | |
| **39.** | Indemnify | |
| **40.** | Applicable Law and Jurisdiction of Court | |
| **41.** | Pre-Contract Integrity Pact | |

Place: Authorized Signatory

Name & Designation

Date: Signature and Seal of the company/firm: