



## **PSB Alliance Private Limited**

**Promoted by Banks**

**4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines  
Junction, Mumbai, Pincode: 400020**

**Request for Proposal (RFP)  
To provide  
Doorstep Banking Services  
For Banks  
Through  
Doorstep Banking Agents**

**RFP REF.NO: PSBA/RFP/FOS/2022-23/007**

**DATE : 27.12.2022**

The information provided by the Bidders in response to this RFP Document will become the property of PSB ALLIANCE PRIVATE LIMITED (“**Company**”) and the Banks and will not be returned. The Company/Banks reserve the right to amend, rescind, reissue this RFP Document and all amendments will be advised to the Bidders and such amendments will be binding on them. The Company/Banks also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

The Company has been empanelled and authorized by the Banks to issue this RFP and select an agency to provide Doorstep Banking Services (DBS) for and on behalf of the Banks in accordance with the guidelines issued by the Reserve Bank of India (RBI) from time to time. This document is prepared by PSB ALLIANCE PRIVATE LIMITED for Selection of Business Correspondents for providing Doorstep Banking Services through Doorstep Banking Agents. It should not be reused or copied or used either partially or fully in any form.

## **Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Banks/Company or any of their employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by the Banks/Company, but an invitation for Business Correspondents' responses. No contractual obligation on behalf of the Banks/Company, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of the Banks/Company and the Bidder.

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## 1. INTRODUCTION:

Pursuant to RBI notification, the mandate under Government of India Reforms and EASE Agenda, **PSB Alliance Pvt. Ltd.** a company incorporated under the Companies Act, 2013 having its registered office at 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines Junction, Mumbai, Pincode: 400020 (hereinafter referred to as the “**Company**”) proposes to extend basic banking services to customers of Banks by providing Doorstep Banking Services (“**Services**”). This Request for Proposal document (“**RFP document**” or “**RFP**”) is for selection of Corporate Business Correspondents (“**CBCs**”), National Business Correspondents (“**NBCs**”), Business Correspondents (“**BC**”) and Service Providers (“**SPs**”) (“**Correspondents**”) who would provide the Feet on Street (“**FOS**”) manpower to carry out the Services across the country for and on behalf of the Banks.

## 2. OBJECTIVES:

This RFP has been prepared solely for the purpose of engaging the Correspondents who can provide FOS manpower for rendering the Services in Metro/Urban/Semi-urban/Rural centres identified by the Company across India.

The Company invites a RFP from the prospective Correspondents having proven past experience, competence in the field of providing Services and having pan India presence.

The Agents of Correspondents shall render Services on behalf of the Banks/Company through use of Information and Communication Technology portal / apps of the Company. The services shall include both financial as well as non-financial banking services. On request from customer / Bank, the Agents shall visit the customers of the Banks (“**Customer**”) to provide Services sought by them.

## 3. INVITATION TO BID:

- i. The Company has issued the RFP for provision of Services through Correspondents empanelled with the Banks/NBFC’s (“**Bids**”).
- ii. The Services shall be rolled out across India and to meet the Services requirements, the Company proposes to invite tenders from Correspondents as per the Scope of Work (“**SOW**”) mentioned in this RFP document.
- iii. The Correspondents meeting the eligibility criteria will be shortlisted and taken forward to the commercial round which will be based on a reverse auction mechanism.
- iv. Bidder shall mean Correspondents who shall meet the **eligibility criteria given in this RFP** and are willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP.
- v. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP document.

- vi. The purpose behind this RFP is to seek a detailed technical and indicative commercial proposal for procurement of the Services as desired in this document.
- vii. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- viii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to the Banks/Company are invited to submit their **technical** and **indicative commercial** proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be as per the process laid out in the RFP. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide the proposed Services adhering to Company's requirements outlined in this RFP.

## SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	<b>Contact details of issuing department (Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)</b>	Vendor Management Officer, PSB Alliance Private Limited, 4 <sup>th</sup> Floor, “METRO HOUSE”, Mahatma Gandhi Road, Dhobi Talao, Near New Marine Lines, Mumbai - 400 020 Tel : 022-22030444 (Extn – 117) <a href="mailto:dsb.vendormgmt@psballiance.com">dsb.vendormgmt@psballiance.com</a> <a href="mailto:dsb.product1@psballiance.com">dsb.product1@psballiance.com</a>
2	<b>RFP Floating</b>	Company’s Website <a href="https://www.psballiance.com/tenders-and-notice.html">https://www.psballiance.com/tenders-and-notice.html</a> From 27.12.2022 to 25.01.2023 Any addendum/corrigendum /clarification will be issued at Company’s website
3	<b>Last date for requesting clarification</b>	Up to 2.00 PM on 07.01.2023 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail to <a href="mailto:dsb.vendormgmt@psballiance.com">dsb.vendormgmt@psballiance.com</a> <a href="mailto:dsb.product1@psballiance.com">dsb.product1@psballiance.com</a> strictly in the format enclosed as per <b>Annexure “D”</b> .
4	<b>Pre - Bid Meeting at (venue)</b>	From 3.00 p.m. onwards on 09.01.2023 at PSB Alliance Private Limited, 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines Junction, Mumbai Pincode: 400020.  Pre-bid meeting in person would be preferred. However, in the event any Bidder prefers to attend the pre-bid meeting via any on-line mode then the Bidder as part of the pre-bid queries must request for the same. Bidders who have only requested for attendance through on-line mode as part of the pre-bid queries will be sent a link separately to their respective mail ID’s mentioned for correspondence.
5	<b>Last date and time for Bid submission</b> <b>Evaluation of Eligibility</b>  <b>Opening of Bids</b>	By 3.00 PM on 27.01.2023   3.30 PM on 27.01.2023

6	<b>Address for submission of Bids</b>	PSB Alliance Private Limited, 4 <sup>th</sup> Floor, “METRO HOUSE”, Mahatma Gandhi Road, Dhobi Talao, Near New Marine Lines, MUMBAI 400 020	
7	<b>Reverse Auction</b>	Date and Time will be communicated to qualifying Bidders at a later date	
9	<b>Non-refundable Tender Application Fee</b>	Tender Application fee of Rs. 30,000/- is to be submitted on or before the bid response submission by way of a Demand Draft favouring PSB Alliance Pvt. Ltd. payable at Mumbai / NEFT as per the detailed below: <ul style="list-style-type: none"> <li>• Payee Name: PSB Alliance Private</li> <li>• A/c No.: 41203155700</li> <li>• IFSC Code: SBIN0001821</li> <li>• Account Type: Current A/C</li> </ul> MSME Bidders will be exempted from payment of cost of RFP if bidder can furnish requisite proof subject to satisfaction of the Company.	
10	<b>Earnest Money Deposit (EMD)</b>  <b>EMD can be deposited by means of a Bank Guarantee issued by a Scheduled Commercial Bank as per Annexure-P.</b> MSME Bidders will be exempted from payment of cost of RFP if Bidders can furnish requisite proof subject to satisfaction of the Company.	INR 5,00,000/- (Indian Rupees Five Lakhs only)	<b>Validity period-</b> Valid for a period of 1 year with a claim period of 12 months (as per the format provided in Annexure P)
11	<b>Performance Bank Guarantee</b> The selected Bidder shall be required to provide a Bank Guarantee to the Company, issued by any scheduled commercial bank, valid for the tenure of 3 years plus a claim period of 12 (twelve) months from the date of execution of the contract / SLA as per <b>Annexure P-1.</b>	<ul style="list-style-type: none"> <li>• INR 60,00,000 (Indian Rupees Sixty lakhs only) per region for Category 1. Metro and Urban.</li> <li>• INR 40,00,000 (Indian Rupees Forty lakhs only) per region for category 2. Rural and Semi-urban).</li> </ul>	
12	<b>Price validity from the date of Reverse Auction</b>	12 months	
13	<b>Contact details of agency appointed for conducting Reverse Auction</b>	Date and Time will be communicated to qualifying Bidders at a later date	
16	<b>Delivery schedule/ Timeline</b>	Within two weeks from the date of signing of Service Level Agreement.	

<b>17</b>	<b>Terms of payment</b>	Payment shall be made on invoice raised on monthly basis. (As per Para 52 of RFP).
<b>18</b>	<b>Doorstep Banking Services Locations</b>	Attached as separate file.
<b>19</b>	<b>Liquidated damages</b>	Details As per Para 61 of RFP.
<b>20</b>	<b>Transition Penalty (Refer Para No 65-sub point no (vi).</b>	<b>(Refer Para No 65-sub point no (vi).</b>

**Note:** Bids will be opened in presence of the Bidders' representatives (maximum two representatives per Bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in Mumbai under the Negotiable Instruments Act, 1881 the Bids will be received till the specified time on next working day and will be opened at 3:30 p.m. Company is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any Bid received after specified date and time of the receipt of Bids prescribed as mentioned above, will not be accepted by the Company. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No Bid will be modified after the specified date & time for submission of Bids. No Bidder shall be allowed to withdraw the Bid. The Bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and Services required for successful implementation of the Services. Unless agreed to specifically by the Company in writing for any changes in the RFP, the Bidder responses should comply with the SOW. Unless expressly overridden by the specific agreement to be entered into between the Company and the Bidder, the RFP document shall be the governing document for arrangement between the Company and the selected Bidder in terms of this RFP.

#### **4. DISCLAIMER:**

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of the Company, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer, but an invitation to receive responses from the eligible Bidder(s). No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the duly authorized official(s) of the Banks, Company with the selected Bidder(s).
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist in preparation of their applications/Proposals. This RFP does not claim to contain all the information each Bidder(s) may require. Each Bidder(s) should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and, where necessary, obtain independent advices/clarifications. The Banks/Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- iv. The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this process.
- v. The Company also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any applicant upon the statements contained in this RFP.
- vi. The applicant is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit an application not substantially responsive to this RFP in all respect will be at the Bidder(s) risk and may result in rejection of the applications/Proposals.
- vii. The issue of this RFP does not imply that the Banks/Company is bound to select a Bidder(s) or to award the contract to the selected Bidder(s) and the Banks/Company reserves the right to reject all or any of the applications or Bidder(s) without assigning any reason whatsoever before issuance of work order and/or its acceptance thereof by the successful applicant as defined in Award Criteria and Award of Contract in this RFP.
- viii. Bidder(s) shall bear all costs associated with the preparation and submission of their proposals. The Company is not bound to accept any or all proposals/applications and reserves the right to annul the selection process altogether at its sole discretion without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Company. The Company also reserves the right to re-issue the RFP if it decides so.
- ix. The Banks/Company may in their sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. The Banks/Company also reserves the right to not shortlist or appoint any or all Correspondents in respect of the services under this RFP without assigning any reasons, whatsoever.
- x. The Banks/Company may at their sole discretion, independently engage any Service Provider or Business Correspondent outside this RFP for providing Doorstep Banking Services, either in part or in full. The Company's decision in this regard will be considered final.

## 6. DEFINITION

Unless specifically defined elsewhere in the RFP, the following terms shall be interpreted as indicated below:

- i. “**Agents**” means the person engaged by the Correspondents to provide the Services to the Banks customers.

- ii. **“The Company”** ‘means the PSB Alliance Private Limited.
- iii. **“Banks”** means Bank of Baroda, Bank of India, Bank of Maharashtra, Canara Bank, Central Bank of India, Indian Bank, Indian Overseas Bank, Punjab & Sind Bank, Punjab National Bank, State Bank of India, Union Bank of India, UCO Bank and such other banks and financial institutions that authorises and engages the Company to facilitate the Services on their behalf and are onboarded by the Company for the provision of Services.
- iv. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.
- v. **“Bid”** means the written reply or submission of response to this RFP.
- vi. **“The Contract”** means the agreement entered into between the Bank, the Company and the Correspondents, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- vii. **“Vendor” or “Selected Bidder”** means the Correspondents whose bid is found to be responsive and whose price, as per the price confirmation Annexure-E 1 through reverse auction, is the lowest, as per terms and conditions of this RFP, and to whom notification of award has been given by Company.
- viii. **“The Price”** means the price payable to the Selected Bidders under the Contract for providing services to Banks customers for the performance of its contractual obligations.
- ix. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include other obligation of the Selected Bidder covered under this RFP.

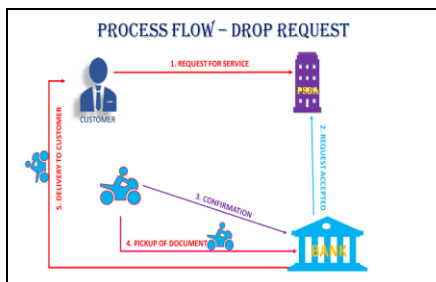
## 7. SCOPE OF WORK

The scope of services under this RFP envisages the use of Correspondents, *for supporting the Company in extending Doorstep Banking financial and non-financial services to the customers of the Banks.* These services involve the conduct of Services by Correspondents as stipulated in this RFP. The Banks/Company intends to extend the Services in Metro / Urban / Semi-Urban / Rural centres identified by it across India.

**A. Types of Requests to be handled by the Correspondents through the Door Step Banking Application:**

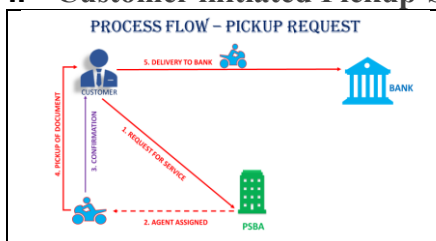
**1. Non-Financial Transactions**

**i Customer initiated Drop-Service Request**



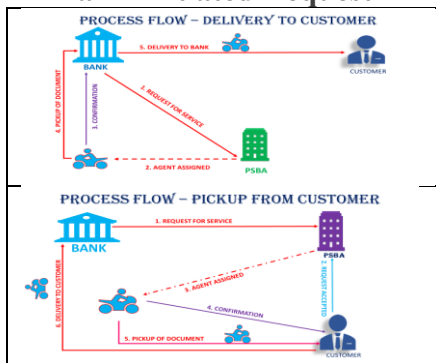
Where action is required by the Bank before the Agent reaches the customer for the completion of request. Delivery of Account Opening forms/ TD advice/ Draft/ account statement/ interest certificate etc. after collecting from branch.

**ii Customer initiated Pickup-Service Request**



Where action is required by the Bank after the Agent reaches the customer first viz. Cheque pickup/ cheque requisition slip pickup/ authorization for payment of tax/pickup of 15G & 15H / mandate for DD etc.

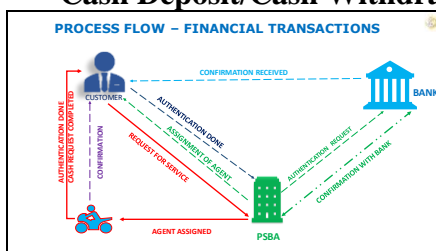
**iii Bank Initiated Request**



Where action is required after the Bank initiates a request for delivery to the customer or pickup from the customer.

**2. Financial Transactions**

**Cash Deposit/Cash Withdrawal**



Where no action is required by the Bank before or after the Agent reaches the customer.

**B. Service type (to be rendered through Doorstep Banking Agents)**

Correspondents are required to deploy Agents to provide following Services to the customers of the Banks as per indicative list mentioned below:

**a) Financial Transactions**

- i Pick up of Cash (Deposit)
- ii Delivery of Cash (Withdrawal)
- iii Funds transfer (will be rolled out later)

**b) Non-Financial Transactions**

- i Pick up of Instruments (Cheques/Drafts/Pay Orders etc.).
- ii Pick up of new Cheque book requisition slip.
- iii Pick up of Form 15G/ 15H
- iv Pick up of Standing Instructions
- v Pick up of Government challans
- vi Pick up of Nomination Requests
- vii Pick up of Fund Transfer Requests
- viii Submission of Life Certificate through Jeevan Pramaan
- ix Delivery of DD
- x Delivery of Non Personalised cheque books
- xi Delivery of TDRs
- xii Delivery of Gift Cards/Pre paid cards
- xiii Delivery of TDS/Form 16
- xiv Delivery of Account Statement

**c) OTHER SERVICES**

- i Aadhaar number seeding on voluntary basis of customers for DBT benefits and AEPS transactions.
- ii Collections in loan accounts.
- iii Distribution of Coins.
- iv Due Diligence.
- v Collecting forms and Enrolling customers under Social Security Schemes viz. PMJJBY, PMSBY and APY and 3rd party products.
- vi Utility Bill Payment (Bharat Bill Payment System).
- vii Mobile seeding.
- viii Micro financing.
- ix Cross selling activities viz. authorised micro insurance, life and general insurance, pension products and other third-party products subject to SEBI and IRDA guidelines.
- x Recovery in respect of NPA accounts, only after complying with RBI instructions.

**d)** Any new product/services introduced by the Company from time to time.

**e)** The services may be added/ amended as per Company's requirement or change in business scenario during the evaluation phase.

- f) The limit for pick up/ delivery of cash per customer per day will be fixed by the Company as per regulatory guidelines. Further, currently one service request is allowed from each customer for cash pick up and cash withdrawal per day.
- g) In case of Cash Deposit/ Cash Withdrawal services, entire responsibility of cash management, security, insurance (Cash/ Fidelity etc.), Cash Van (if required for movement of cash) etc. reside with the Correspondents. The Services may be amended or new services introduced from time to time as per Company's requirement at its sole discretion.
- h) The Services shall be provided at Metro/Urban/Semi-Urban/Rural centres including unbanked areas identified by the Company across India.

## **B. Service Delivery**

- i) Banks/Company intends to select Correspondents for provision of Services through Agents for a contract period of 36 months which may be extended for a further period of up to 24 months on mutually agreed terms and condition between the Banks, Company and the Selected Bidders.
- ii) The Selected Bidders are required to deploy trained workforce, space, hardware, software, application etc. ensuring complete compliance of RBI and other statutory bodies' guidelines in this regard for providing services.
- iii) The Banks/Company may open new centres or change / close centres in any region / state for any categories like metro / urban/ rural / semi-urban. The Selected Bidder will need to provide services to any such newly opened / changed / modified centres.
- iv) In the event the services of a particular Selected Bidder are not satisfactory then the Company reserves the right to terminate the Services of such a Selected Bidder and assign the regions to another Selected Bidder willing to take up the additional regions.
- v) The Selected Bidders will provide Agents the required infrastructure viz: hand held devices / mobile device, finger print scanners, vehicle, printer etc. for provision of Services to the customers. Typically, the Agents should have an android phone / mobile POS with camera and stable internet connection with facility for attachment of biometric scanner, EMV card scanner, printer, camera, debit card reader with PIN/Aadhaar base (as per specification for micro-ATM approved by the Banks/Company in Annexure R – Minimum hand-held device technical specifications). The android phone / mobile POS will have connectivity with Bank's Gateway/Server through the Vendor Portal of the Bank. The transactions shall be online on a real-time basis and the customers would receive immediate verification of their transactions through visuals (screen based) or other means (debit or credit slip). **The devices procured should be as per Banks specifications. All devices/equipment so provided should be Company specifications compliant and compliant with Unique Identification Authority of India (UIDAI) Registered Devices (RD) services and any violation of the RD services guidelines and penalty so charged to the Bank/Company for such violation shall be recoverable from the Correspondents.** Banks/Company may, at its discretion, block transactions originating from non-RDs, however the prime responsibility that all devices are registered as per UIDAI norms will be that of the

selected Correspondents. The fingerprint device specifications (Biometric Specification) should be as approved by the Banks/Company.

- vi The Correspondents and Agents shall be provided APPS / Web -page solution to be installed on their mobile / computer for receiving the request, allocation of lead generated to Agents, updating request position, initiating financial/ non-financial transactions and monitoring.
- vii The web page/application developed by Bank/Company shall be platform agnostic i.e. supporting all platform viz. Android / IOS / Windows etc.
- viii Every Correspondents/Agents will be provided their secured login id & password. Different layers viz. Correspondents/Agents s etc. will have role-based access.
- ix Once Customer records his service request through Web/ Contact Centre /DSB App, a service request lead is generated, and it will be marked to the Agents of the Correspondents allowed to provide Services to that particular state/centre/area for service fulfilment. Different services require the Agents to visit to customer / Bank location to collect / delivery of document / cash. All the entries done by the Correspondents /Agents shall be time-stamped in the application.
- x In case of cheque/ instrument collection and cheque book request, the same shall be collected from customer by Agents and shall be deposited at the designated branch at respective centres.
- xi The payment /deposit of cash of customer shall be made by debit /credit of Customer's account and credit/debit of Correspondents account maintained for this purpose. Settlement of cash transaction shall be transaction wise. No advance shall be provided by the Company for undertaking financial transactions. All receipt and payment transactions shall be made through the settlement account of the Bidder who shall be required to open a settlement account. The responsibility of cash insurance for cash in hand with the Agents and cash in transit will be the responsibility of the Bidder and the Banks/Company will not in any way be liable for any mishap or cash loss.
- xii Financial services will be required to be handled with proper precautionary measures as defined by statutory bodies like Government of India, RBI etc.
- xiii The Bidder shall have to deploy Agents to render uninterrupted banking services and should maintain sufficient trained manpower to ensure uninterrupted service in case of temporary absence of permanent incumbent.
- xiv The Bidder shall be responsible to have necessary Business Continuity Plan (BCP) in place to ensure uninterrupted service in case any of the employees/Agents engaged by the Bidder, leave their services for whatsoever reason and shall inform to the Company to safeguard the Company's interest and shall indemnify the Banks/Company against any loss incurred by the Banks/Company due to non-functioning of the Agents.

**C. Service area & timings**

- i Service area of catering of every Correspondent/Agent will ordinarily be 5-10 kilometre from designated branch(es) at each Centre depending on the accessibility of the area.
- ii All requests should be completed within the committed timeslot requested by the customer while placing service request. If the Services are not completed within the committed timeslot, the service request will be considered as Default and penalty will be levied as specified.

**D. Subcontracting**

The Bidder will be the only and primary contact person for the entire scope, adherence to SLA’s, payments, and delivery of services to the Banks/Company. The Bidders can engage white-labelled Agents meeting the necessary Correspondents guidelines in states under them for providing services, provided such white-labelled Agents meet all requirements as stated in the RFP for the Bidders. However, the Company will only interact with the Bidder and hold the Bidder accountable for the scope adherence to SLA’s, payments, and delivery of Services to the Company.

**E. Other Important Points**

- i. The Bidder will be responsible for completing KYC and on-boarding of Agents and Supervisory Staff.
- ii. All documents related to KYC, police verification and documentary validity need to be captured and stored by the Bidder in the system.
- iii. Bidder will provide access to the Banks/Company or any third party engaged by the Company for regular audit and verification of such KYC documents.
- iv. Bidder will need to integrate their agent on-boarding systems with the new DSB Application built by the Company.

**8. ELIGIBILITY CRITERIA**

- i The eligibility criteria to participate in bidding process are mentioned below. Only those Bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond.
- ii Documents in support of all eligibility criteria are required to be submitted along with the Bid. Response received from the Bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

SI No	Criteria	Documents Required
1.	The Vendor/SI should be a company registered under Companies Act, 1956 and Companies Act 2013 / partnership Vendor registered under LLP Act, 2008. The Vendor should be registered for	Copy of the certificate of Incorporation issued by the registrar of companies.

SI No	Criteria	Documents Required
	<p>GST. It should not be individual/ proprietorship firm/ HUF etc.</p>	
2.	<p>Average Annual Turnover / Revenue for last 3 financial years (2018-19, 2019-20 &amp; 2020-21) as per audited Balance Sheet: <math>\geq</math> Rs. 150 Crores.</p> <p>The Vendor should have a positive Net worth in the last 3 financial years (2018-19, 2019-20 &amp; 2020-21)</p>	<p>Copies of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2018-19, 2019-20 &amp; 2020-21) should be submitted as part of the documentary proof.</p> <p>Certificate of the Chartered Accountant for positive Net worth without any qualification / remarks to be submitted.</p>
3.	<p>Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking /any regulatory body etc., IBA, RBI, or State or Central Government or their agencies/ departments on the date of submission of Application for this RFP. In case of merger /acquisition / purchase / takeover, this clause would be applicable to both the organisations. i.e., in case any one of the organisations is blacklisted, then the same would be applicable to both organisations.</p> <p>Any instance of termination of SLA by any entity due to non-performance of the Applicant for the reasons attributable to the Applicant or their respective partner, during last 3 years prior to the date of RFP, shall be treated as non-performance on the part of the Applicant and its partner and such Applicants shall not be considered eligible for implementation of the project.</p> <p>(Company has sole right to terminate the agreement with immediate effect if any such case is found).</p>	<p>Self-declaration to this effect on the Bidder(s) letter head should be submitted. (Annexure-I)</p>

<b>SI No</b>	<b>Criteria</b>	<b>Documents Required</b>
4.	The Bidder should be in business of providing Business Correspondent or Banking Agent or Doorstep Banking Services for Scheduled commercial banks / Financial Institutions / NBFC's for at least 3 years as on the date of submission of the response.	Self-declaration along with Copy of Letter from Bidder/ Agreement with the client is to be submitted.
5.	The Bidder should be providing DBS for Scheduled commercial banks / Financial Institutions / NBFC's in at least 12 states or above as per Annexure Q attached as a separate sheet.	Details of Support organization structure is to be provided indicating the states covered, number of people present by each state and the names of the Scheduled commercial banks / Financial Institutions / NBFC's where these services are being provided on the letter head of the company signed by the appropriate authority.
6.	The Bidder should have a minimum of at least 2 active engagements in providing Business Correspondent or Banking agent or Doorstep Banking Services for Banking / Financial Services clients in India with a pan India presence of at least 1000 branches each. Out of the 2 clients one should be a Scheduled commercial Bank.	A copy of work order/ contract copy with a letter from the client for the specified work order / contract for satisfactory execution of the services.
7.	The Bidder on their roles should at least have 2000 employees (Including Agents / supervisors). Excluding Trainees	Letter of confirmation (self-certified letter) highlighting number of employees, job roll wise bifurcation duly signed by the authorized signatory.
8.	The Bidder should not have any Service Level Agreement pending to be signed with the any Banks/NBFCs for more than 6 months from the date of issue of work order.	Bidder should specifically confirm on their letter head in this regard.
9.	The Bidder should agree to the terms and conditions of Service Level Agreement should they become L1 in the reverse auction to execute a contract with the Company.	Bidder should specifically confirm on their letter head in this regard.
10	Bidder should submit an Under-taking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/ regulatory bodies etc.	An undertaking on the letterhead of the Bidder has to be submitted (Annexure-G)

SI No	Criteria	Documents Required
11	The Correspondents should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/Licenses	A copy of PAN/TAN/ VAT/Service Tax /GST Registration No. (whichever applicable) in the name of Applicant Compliance/self-certificate along with Photocopies of valid registration certificates / licenses should be furnished along with the application.

- iii Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Duly signed and stamped copies of relevant documents / certificates should be submitted as proof in support of the claims made. Company reserves the right to verify /evaluate the claims made by the Bidders independently. Any decision of Company in this regard shall be final, conclusive and binding upon the bidder.
- iv The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Company, the capability of the Bidder to support all the required services at their cost. During evaluation and comparison of Bids, the Company may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

## 9. BID DOCUMENT

- i The Bid document can be downloaded from the Company’s official website [psballiance.com](http://psballiance.com)
- ii A non-refundable Tender Application fee of Rs. 30,000/- is to be submitted on or before the Bid response submission by way of a Demand Draft from a Scheduled commercial bank in India favouring “*PSB Alliance Private Limited*” payable at Mumbai / NEFT as per the detailed provided in Schedule of Events point no. 11 – Non-refundable tender application fee.
- iii Company reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of the Company in this regard shall be final, conclusive and binding upon the Bidders. The Company reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Company’s action. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false / incorrect information the Bid will be rejected summarily by the Company.

## 10. EARNEST MONEY DEPOSIT (EMD)

- i The Bidder(s) must submit a non-interest-bearing Earnest Money Deposit in the form of Bank Guarantee favoring “*PSB Alliance Private Limited*” from a scheduled

commercial bank in India (as per the format provided in Annexure P valid for a period of 1 year with a claim period of 12 months for an amount mentioned hereunder:

Service to be undertaken	EMD amount
Provision of Doorstep Banking Services	INR. 5,00,000.00 (Rupees Five Lakhs only)

- ii Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful Bidders will be returned to them within 3 weeks on completion of the on-boarding of the Bidder. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (as per the format provided in P-1 valid for the tenure of 3 years plus a claim period of 12 (twelve) months from the date of execution of the contract / SLA) as below:
- INR 60,00,000 (Indian Rupees Sixty lakhs only) per region for Category 1. Metro and Urban and,
  - INR 40,00,000 (Indian Rupees Forty lakhs only) per region for category 2. Rural and Semi-urban.
- iii The EMD shall be in the form of Bank Guarantee (as per Annexure-P). It should be issued by a Scheduled Commercial Bank in India, drawn in favour of “*PSB Alliance Private Limited*”.
- iv The EMD may be invoked under the following circumstances:
- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of reverse auction).
  - b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
  - c. The Bidder violates any of the provisions of the terms and conditions of this tender specification.
  - d. In case of the successful Bidder, if the Bidder fails:
    - (i) To sign the contract in the form and manner to the satisfaction of Banks/Company.
    - (ii) To furnish Security Deposit in the form and manner to the satisfaction of the Banks/Company within the stipulated time period.
- v. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Company, in future, as per sole discretion of the Company.
- vi. As per recommendations of GOI, Company has decided to waive off Tender Fee & EMD for MSME entrepreneurs. Exemption from submission of Tender Fees & Earnest Money Deposit (EMD) shall be given to Bidders who are Micro, Small & Medium Enterprises (MSMEs) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries

Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum/ Udyam Registration (as applicable) or any other body specified by Ministry of MSME. Bids received without EMD from Bidders not having valid NSIC registered documents for exemption will not be considered. To qualify for Tender Fees & EMD exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD exemption. Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD. MSME Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Company, they will be suspended for a period of three (03) years from being eligible to submit bids for contracts with the Company.

#### 11. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING

- i The clarifications/ queries for the Pre-bid Meeting should reach Company by email on or before the date mentioned in the Schedule of Events to [vendormgmt@psballiance.com](mailto:vendormgmt@psballiance.com) . It may be noted that no query from any Bidder shall be entertained or received after the mentioned date. Queries raised by the prospective Bidders and the Company's response will be hosted on the Company's website under Tender Section or conveyed to the Bidders.
- ii Only authorized representatives of Bidder will be allowed to attend the Pre-Bid meeting. Pre-Bid clarifications/ queries raised by the Bidder(s) are to be submitted in the format given in **Annexure – D**.
- iii Pre-Bid meeting in person would be preferred. However, in the event any Bidder prefers to attend the pre-Bid meeting via any on-line mode then the Bidder as part of the pre-Bid queries must request for the same. Bidders who have only requested for attendance through on-line mode as part of the pre-bid queries will be sent a link separately to their respective mail ID's mentioned for correspondence.
- iv The Company reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Company, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. Such amendments/clarifications, if any, issued by the Company will be binding on the participating Bidders. The Company will not take any responsibility for any such omissions by the Bidder. The Company, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued by the

Company in writing in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

## **12. BID PREPARATION AND SUBMISSION**

- i Eligibility documents, Technical Bid documents and Indicative Price Bid document is to be submitted in two separate envelopes. One of the envelopes is to be prominently marked as **‘Eligibility proposal for providing Doorstep Banking Services in response to the RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022.** This envelope should be complete in all respects and contain specific response with supporting documents in respect of Eligibility Criteria as mentioned in RFP document. This envelope should also contain the tender fees and EMD. Submission without the tender Fees / EMD will be rejected.
- ii The second envelope is to be prominently marked as **‘Technical proposal for providing Doorstep Banking Services in response to the RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022.** This envelope should contain following documents and properly sealed:
  - a) Technical eligibility documents on the lines of **Annexure-B** on Bidder’s letter head and other documents which are to be signed and stamped by the Bidder
  - b) Non Disclosure Agreement (Annexure – F)
  - c) Compliance to Minimum Hand-held Device Technical Specifications - Annexure R
- iii A third sealed envelope prominently marked as **Indicative Price Bid Proposal for providing D B S in response to the RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022. This envelope should contain only Indicative Price Bid strictly on the lines of Annexure-E.** The quoted Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only. **Subsequently, i.e. after Reverse Auction, the Vendor will be required to submit its price confirmation for the price quoted to the Company as per Annexure E-1.**
- iv Bidders may please note:
  - a. The Bidder should quote for the entire package on an own / single responsibility basis for all Services.
  - b. Care should be taken that the Eligibility criteria envelopes shall not contain any price information. Such proposal, if received, will be rejected.
  - c. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
  - d. Indicate commercial bids with any conditions, assumptions etc. will not be considered.
  - e. Prices quoted by the Bidder shall remain fixed for the period specified in Schedule of Events of this document and shall not be subjected to variation on any account. **A Bid**

**submitted with an adjustable price quotation / option will be treated as non-responsive and will be rejected.**

- f. If deemed necessary, the Company may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- g. **Banks/Company does not guarantee any minimum number of service requests and the payment shall be made for service requests served by the Bidder. The Bidder should quote accordingly.**
- h. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid, if required.
- i. The Bidder must provide specific and factual replies to the points raised in the RFP.
- j. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The date of all annexures/documents should be on or after the date of RFP.
- k. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- l. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- m. The Company reserves the right to reject Bids not conforming to above.
- n. The three NON-WINDOW envelopes shall be put together and sealed in a big outer NON-WINDOW envelope.
- o. All the envelopes shall be addressed to the Company and delivered at the address given in Schedule of Events of this RFP and should have name and address of the Bidder on the cover.
- p. If the envelope is not sealed and marked, the Company will assume no responsibility for the Bid's misplacement or its premature opening.
- q. The Company reserves the right to resort to re-tendering without providing any reason whatsoever. The Company shall not incur any liability on account of such rejection.
- r. The Company reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility Bids from the participating Bidders.
- s. Canvassing of any kind will be a disqualification and the Company may decide to cancel the Bidder from its empanelment.

- t. The governing language shall be in English. The Bid, Correspondence and supporting documents should be submitted in English.
- u. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- v. Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

### 13. DOCUMENTS CONSTITUTING THE BID

The Eligibility/Indicative Price Bid must be made in an organized and structured manner.

#### A Documents to be submitted for Eligibility criteria

1	Tender Offer Forwarding Letter (Annexure – A)
2	Copy of board resolution or Power of Attorney showing that the signatory has been duly authorized to sign the Bid document.
3	General Details of Bidders (Annexure – C)
4	Undertaking to Abide by All Byelaws/ Rules/Regulations (Annexure – G)
5	Undertaking for Central Minimum Wages Act and Labour Laws (Annexure – H)
6	Undertaking for abide by terms/ Non-Blacklisting (Annexure – I)
7	Undertaking for GST Law (Annexure – J)
8	Undertaking for Price Validity (Annexure – K)
9	Undertaking for No Deviations (Annexure – L)
10	Undertaking for 1-year Extendibility (Annexure – M)
11	Financial Certificate (Annexure – N)
12	Format of Company Guarantee for Earnest Money Deposit (Annexure – P)
13	Confirmation letter to execute Service Level Agreement on becoming successful bidder
14	Compliance to Eligibility Criteria (Annexure – O) - Along with all required documentary evidence.
15	Tender Application fees
16	Letter conforming to sign the SLA document / contract as per the terms of the RFP if declared L1 in the reverse auction on the Bidder's letter head signed by the authorised representative.

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**B Documents to be submitted for Technical Bid**

1	Technical Bid Form (Technical Bid) - In Technical Bid Envelope -Annexure B
2	i) No-disclosure Agreement – Annexure F ii) Compliance to Minimum Hand-held Device Technical Specifications - Annexure R.

**C. Documents to be submitted for Indicative Price Bid**

1.	Indicative Price BID (Annexure-E)
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**14. DEADLINE FOR SUBMISSION OF BIDS:**

- i Bids must be received by the Company at the address specified and by the date and time mentioned in the “Schedule of Events”.
- ii In the event of the specified date for submission of Bids being declared a holiday for the Company, the Bids will be received up to the appointed time on the next working day.
- iii In case the Company extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Company and Bidders will remain the same.
- iv Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

**15. MODIFICATION AND WITHDRAWAL OF BIDS**

- i The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company and the Company approves such modification or withdrawal.
- ii No bid can be modified by the Bidder subsequent to the closing date and time for submission of Bids. The Company may at its sole discretion seek in writing additional information or seek additional clarification as required during the evaluation process and the Bidders will need to adhere to the same.
- iii No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified in RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- iv The Bidder has to meet the scope, deliverables and service levels as specified in the RFP. The Company is not responsible for any the assumptions, clarification or deviation submitted by the Bidder as part of the response and any such assumptions, clarification or deviation will not be considered and disregarded by the Company.
- v The Company will conduct a process of normalisation of Bids as required and as part of the normalisation process, call for any additional documents or clarification either in

writing or in person or both. The Bidders by participating in the RFP agree to the normalisation process and will have no objections for the same.

- vi The Bidder confirms that they have gone through the RFP and have clearly understood the requirements of the Company. The Bidders will independently need to arrive at the best possible approach and solution to meet the requirements of the Company. The Company is in no way responsible for the solution design or assumptions made by the Bidder.

## 16. PERIOD OF VALIDITY OF BIDS:

- i Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Company as non-responsive.
- ii In exceptional circumstances, the Company may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Company will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document or pricing.
- iii The Company reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

## 17. CONTENTS OF BID DOCUMENTS

- i The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Company has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- iv The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in **English**.
- v The information provided by the Bidders in response to this RFP will become the property of the Company and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

## 18. BID PRICE

- i Indicative commercial Bids of Bidders who have met the eligibility criteria will be opened and considered for participating in the reverse auction. The date, time and venue

for the opening of the indicative commercial Bids will be intimated to the eligible Bidders. The Bidders can send their official representatives with an authority letter for the bid opening. Not more than 1 authorised person per Bidder will be permitted for the opening.

- ii Prices quoted by the Bidder in Indicative Price Bid (Annexure-E) shall be fixed. The price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except GST.
- iii For each Region, (North, South, East including North East, West & Central) a Correspondent will be selected for all centres in that Region:
  - a. One for Metro and Urban category and
  - b. One for Rural and Semi Urban category.

The Correspondent who is L1 in the reverse auction for the respective category (category 1. metro and urban and category 2 rural and semi urban) for the specific Region will be selected. By Bidding for a particular category in a particular Region, the Bidder will need to necessarily provide Services across all centres in that category for the Region. The Company before the reverse auction may come out with additional guidelines at its sole discretion.

- iv All eligible Correspondents will have to participate in the reverse auction for all Regions and all categories. Correspondents will have to provide the necessary documentary confirmation with respect to the minimum number of agents present on their roles / through tie-up arrangement as required by the Company for each state. The minimum agent requirement for each Region and category will be provided well in advance to the eligible Bidders before the reverse auction process so that necessary tie ups and arrangements can be made by the Bidders.
- v All eligible Bidders meeting the specified criteria will participate in all categories across all Regions. The Company before the reverse auction process may at its sole discretion put a limit on the number of regions / categories that a Bidder may be allowed to Bid.
- vi Prices quoted by the Bidder (L1 through reverse auction process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account.
- vii A Bid submitted with an erroneous/ adjustable price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of Company in this regard shall be final, conclusive and binding on Bidders. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including revision in taxes, duties, levies, charges etc. The Bid Prices shall be quoted in Indian Rupees (INR) only. Any decision in this regard by Company shall be final, conclusive and binding on the Bidder.
- viii The Company may open new centres or change / close centres in any region / state for any categories like metro / urban/ rural / semi-urban. The Bidder will need to provide Services to any such newly opened / changed / modified centres at the same price quoted by the Bidder for the particular category for that region.

## 19. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- i The Company reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.
- ii The Bid is liable to be rejected if:
  - a) The document does not bear signature of authorized person on each page signed and duly stamped.
  - b) It is received through any mode other than that specified in the RFP.
  - c) It is received after expiry of the due date and time stipulated for Bid submission.
  - d) Incomplete Bids, including non-submission or non-furnishing of requisite documents/application tender fees / EMD in form of BG / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Company.
  - e) Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the Bid.
  - f) Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification

## 20. CONFIDENTIALITY

- i The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Bidder to any other party. Company may update or revise the RFP document or any part of it and the same will be hosted on Company's website. 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.
- ii Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, data papers and statements and trade secret of the Company relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Company in connection with the performance of obligations of Bidder under the to be issued, in part or complete shall be considered to be confidential and proprietary information ("**Confidential Information**") and shall not be disclosed to any third party/published without the written approval of the Company.
- iii The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Company shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iv Any document, other than the Contract itself, shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Correspondent's performance under the Contract, if so, required by the Company.

## 21. CONFLICT OF INTEREST

- i Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Company shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (“**Security Deposit**”), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Company and not by way of penalty for, inter alia, the time, cost and effort of the Company, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Company under the bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a Company, insurance company, pension fund or a public financial institution referred to in section 72 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- A) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- B) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f) such Bidder or any of its affiliates thereof has participated as a consultant to the Company in the preparation of any documents, design or technical specifications of the RFP.
- ii The Bidder will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Company or any of its customers, suppliers, or agents without the prior written consent of the Company.

## **22. COSTS BORNE BY RESPONDENTS/BIDDERS**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, presentations, meetings, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Company or any other costs incurred in connection with or relating to their Bid. The Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## **23. NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents/ Bidders and the Company until execution of a contractual agreement.

## **24. ERRORS AND OMISSIONS**

Each Bidder should notify the Company of any error, omission, or discrepancy found in this RFP document.

## **25. ACCEPTANCE OF TERMS**

A Bidder will, by responding to Company RFP, be deemed to have accepted the terms as stated in the RFP. Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event; the Company may cancel the RFP process and may call for new proposals from the interested Bidders. In such a case, the Company shall invoke the EMD of the such Bidder.

## **26. RFP RESPONSE**

- i If the response to this RFP does not include the information required or is incomplete or submission is through e-mail, the response to the RFP is liable to be rejected.

- ii All submissions will become the property of the Company. Bidders shall be deemed to license, and grant all rights to the Company 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 RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.
- iii The Company is not responsible for any assumption / exclusions / limitations made by the Bidder in response to the RFP. In no circumstances will the Company make any additional payments to the Bidder for their assumptions / deviations / exclusions.

## **27. RFP RESPONSE VALIDITY PERIOD**

RFPs response will remain valid and open for evaluation according to the terms for a period of at least 180 days from the date of reverse auction.

## **28. NOTIFICATION**

Company will notify the Bidders in writing as soon as possible about the outcome of the RFP evaluation process, including whether the bidder's RFP response has been accepted or rejected. Company is not obliged to provide any reasons for any such acceptance or rejection.

## **29. BIDDING PROCESS**

- i All the Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned at Para 4 (6 b) in the Schedule of Events of this RFP.
- ii The Company will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, application tender fees, EMD for the desired amount and validity period is available and the Bids are generally in order.
- iii The Bidders, who would qualify all Eligibility Criteria as mentioned in Para 8, will be shortlisted.
- iv Only those Bids which have complied with eligibility criteria and technical documentation shall become eligible for Indicative Price Bid opening and for further RFP evaluation process. Indicative Price Bid will be opened as per date mentioned in Schedule of Events in the presence of representatives of the Bidders who choose to attend the same.
- v Prior to the detailed evaluation, the Company will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.

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

### **30. EVALUATION OF PRICE BIDS AND FINALIZATION:**

- i. The envelope containing the indicative commercial bids of Bidders who have met the eligibility criteria and complied to the technical documentation will be opened and considered for participating in the reverse auction. The date, time and venue for the opening of the indicative commercial Bids will be intimated to the eligible Bidders. The Bidders can send their official representatives with an authority letter for the Bid opening. Not more than 1 authorised person per Bidder will be permitted for the opening.
- ii. The format for quoting indicative price Bid set out in Annexure – E. Only those Bidders whose Bids are responsive, would be shortlisted for commercial evaluation via Reverse Auction conducted by the Company's authorized service provider.
- iii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Company's authorized Correspondents on behalf of the Company.
- iv. Prices quoted by the Bidder in Indicative Price Bid (Annexure-E) shall be fixed. The price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except GST.
- v. For each Region, (North, South, East including North East, West & Central) two Correspondents will be selected for all centres in that Region:
  - a. One for Metro and Urban category; and
  - b. One for Rural and Semi Urban category.
- vi. The Correspondents who is L1 in the reverse auction for the respective category (category 1. metro and urban and category 2 rural and semi urban) for the specific Region will be selected. By bidding for a particular category in a particular Region, the Bidder will need to necessarily provide services across all centres in that category for the Region. The Company before the reverse auction may come out with additional guidelines at its sole discretion.
- vii. All eligible Correspondents will have to participate in the reverse auction for all Regions and all categories. Correspondents will have to provide the necessary documentary confirmation with respect to the minimum number of Agents present on their roles / through tie-up arrangement as required by the Company for each state. The minimum Agents requirement for each Region and category will be provided well in advance to the eligible Bidders before the reverse auction process so that necessary tie ups and arrangements can be made by the Bidders.
- viii. All eligible Bidders meeting the specified criteria will participate in all categories across all Regions. The Company before the reverse auction process may at its sole discretion put a limit on the number of regions / categories that a Bidder may be allowed to Bid.
- ix. Prices quoted by the Bidder (L1 through reverse auction process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account.

- x. The Company will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of the Company will be final and binding on the Bidders.
- xi. The Company reserves the right to amend/cancel the RFP process/reverse auction at any time without assigning any reason.
- xii. The successful Bidders are required to provide price confirmation strictly on the lines of **Annexure- E1 within 48 hours** of conclusion of the e-Reverse Auction, failing which Company may take appropriate action.
- xiii. Errors, if any, in the price breakup format will be rectified as under:
  - a) If there is a discrepancy in the unit price quoted in figures and words, the unit price in words shall be taken as correct.
  - b) The Company is not responsible for any assumptions / limitations / deviations made by the Bidder in arriving at the prices.
  - c) The Bidder should quote for all the Services desired in this RFP. The prices will be valid for the period of the Contract.
  - d) This shall be binding on all the Bidders. However, the Company reserves the right to reject all incomplete Bids.

### **31. AWARD OF CONTRACT /CRITERIA**

- i. Company will notify successful Bidders in writing by letter or email that their Bid has been accepted. The Selected Bidders have to return the duplicate copy of the same to the Company within **3 working days**, duly accepted, stamped and signed by Authorized Signatory in token of acceptance. The L1 price finalised after reverse auction process will be valid for one year from the date of SLA execution, subject to periodical/annual review by Company for continuation or otherwise.
- ii. The successful Bidders will have to submit Non-disclosure Agreement, Security Deposit for the amount and validity as desired in Schedule of Events of this RFP together with acceptance of all terms and conditions of RFP.
- iii. Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the Acceptance letter, Contract and Non-Disclosure Agreement should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidders shall be required to enter into contract/ Service Level Agreement with the Company, within 7 days of acceptance of award of the bid.
- vi. Until the execution of a formal contract, the Bid document, together with the Company's notification of award and the Vendor's acceptance thereof, would constitute a binding contract between the Company and the successful Bidder.

- vii. The contract/ agreement will be based on Bidders' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- viii. The Company reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- ix. Failure of the successful Bidders to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or Security Deposit.
- x. Upon notification of awards to the selected Bidders, the Company will promptly notify the award of Contract to the successful Bidders on the Company's website. The EMD of unsuccessful Bidders will be discharged and returned.
- xi. The Company reserves the right to cancel/modify/change the existing contract/ call for fresh quotes for all/some services any time during the validity period, if considered necessary.

### **32. BID INTEGRITY:**

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the Contract without prejudice to other actions that the Company may take. All the submissions, including any accompanying documents, will become property of Company. The Bidders may be required to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process as directed by the Company.

### **33. CONTRACT AMENDMENTS:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

### **34. AUTHORIZED SIGNATORY**

The Selected Bidders shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the Company, with regard to the obligations. The selected Bidders shall submit, a certified copy of the resolution of their Board, authenticated by the Company Secretary, authorizing an official or officials of the Company to discuss, sign with the Company, raise invoice and accept payments and also to correspond. The selected Bidders shall furnish proof of signature identification for above purposes as required by the Company.

### **35. SERVICE LEVEL AGREEMENT (SLA)**

The Selected Bidder will be required to sign the Service Level Agreement (“SLA” or “Contract”) with Company/Banks covering all terms and conditions of this RFP within 07 days of the acceptance of award. SLA will cover performance and availability of the

solution deployed. The contract period will be for a period of 36 months from the date of Contract. The performance of the selected Bidder shall be reviewed every quarter. Non-compliance of and terms and conditions by the Bidder is liable for rejection. The Contract may be extended for a further period of 24 months on mutually agreed terms and conditions, based on performance of the Bidder during last year. The Company reserves the right to terminate the Contract.

### 36. SECURITY DEPOSIT

- i The Selected Bidders shall be required to provide a Performance Bank Guarantee to the Company as below:
- INR 60,00,000 (Indian Rupees Sixty lakhs only) per region for Category 1. Metro and Urban And,
  - INR 40,00,000 (Indian Rupees Forty lakhs only) per region for category 2. Rural and Semi-urban.

The Performance Bank Guarantee may be issued by any Scheduled Commercial Bank, valid for the tenure of **3 years plus a claim period of 12 (twelve) months as a Security Deposit** from the date of execution of the SLA, indemnifying any loss to the Company for work order issued by Company. The Performance Bank Guarantee shall be provided to the Company either before or at the time of execution of the SLA in the format as contained in Annexure P-1. Company reserves the right to invoke the Guarantee for any noncompliance of the terms & conditions of the related RFP or SLA executed between the Correspondents and the Company at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.

- ii The Selected Bidders, within 7 days from the acceptance of award will have to furnish a Security Deposit as stated above in Section no. 38 - Security Deposit in the form of Bank Performance Guarantee in favour of the Company. Upon furnishing the Security Deposit, the EMD of the selected Bidder shall be returned.
- iii The Bank Performance Guarantee shall act as a security deposit and either in case the selected bidders are unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Company reserves the right to invoke the same.
- iv Further, the Company reserves the right to invoke the Bank Performance Guarantee in case the selected Bidders are not able to fulfil any and all conditions specified in the RFP.
- v The selected Bidders shall be responsible for extending the term period of Bank Performance Guarantee as and when it is due on the account of non-performance of the Services.
- vi The Bank Performance Guarantee as Security Deposit is required to protect the interest of the Company against the risk of non-performance of the successful Bidder in respect of successful rendering of the Services which may warrant invoking of Bank Performance Guarantee, also if any act of the Correspondents results in imposition of

Liquidated Damages, then also the Company reserves the right to invoke Bank Performance Guarantee.

### **37. PURCHASE PRICE**

- i Total cost of Services has to be quoted in indicative price Bid.
- ii Bidders should ensure that changes in other taxes / currency fluctuations (e.g. dollar rates) do not affect the rupee value of indicative price Bid over the contract period defined in this RFP.
- iii The applicable TDS will be deducted at the time of payment of invoices.
- iv Terms of payment are given in Para 52 of this RFP document.
- v Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including any upward revision in charges etc.
- vi The Bidder will pass on to the Company, all fiscal benefits arising out of reductions, if any, in Government levies.
- vii The selected Bidder shall keep the price valid for 12 months from the date of Reverse Auction. Under no circumstances, Banks/Company shall bear any increase in the prices.

### **38. SCHEDULE OF IMPLEMENTATION**

The selected Bidders have to provide the man power in the centres as per SOW mentioned herein above within two weeks from the signing of SLA.

### **39. MANPOWER, TRAINING AND MONITORING OF SERVICES**

- i. Selected Bidders shall maintain sufficient number of people/ agents on its panel and shall provide as per demand by the Company without any delay. In no case, there should be any delay in the service for want of Agents. Supervisors shall be posted for monitoring and timely delivery of services.
- ii. The Selected Bidders to carry out due diligence Due Diligence in case of engaging Agents:
  - a Agents should have passed minimum educational qualification of 12th standard.
  - b He should have sufficient cash as working capital to meet cash requirement and should be able to handle cash efficiently. Handling cash includes withdrawal of cash from his Company account through link branch / ATMs, etc., deposit net cash received, obtaining proper cash insurance, etc.
  - c Ability to handle operations leveraging technology.
  - d Due diligence carried out by the Correspondents in respect of Agents proposed to be appointed especially in the areas of reputation and other risks involved.
  - e The Agent should know the local language / dialect/vernacular language.
  - f The Agent should have knowledge of the area.

- g. Police verification Report must be arranged in respect of each Agent found suitable. These selections may however not be withheld for delay in receipt of the police verification (delay beyond 2 weeks). Agents can be issued a letter by Correspondents under their acknowledgement that in the absence of submission of Police Verification Report by an Agent within a period of 6 months from the date of creation of Agent code, the Agent will be deactivated / deleted by the Company.
- iii. The Selected Bidders should make arrangement for imparting training related to handling of Services to be provided.
- iv. The Company will provide training on the application to the selected 20 trainers for each Bidder and it will then be the responsibility of these trained trainers to impart training to the field staff.
- v. Agents recruited by Selected Bidders should have good knowledge /experience of handling important data/ instrument/documents. Cost of the same shall be borne by Bidder.
- vi. Manpower management is entirely responsibility of the Selected Bidders. Necessary insurance of the Agent / Cash / Logistic has to be obtained by the Selected Bidders.
- vii. Vehicles shall be arranged by Selected Bidders themselves for providing Services.
- viii. All the Agents shall be provided smartphone/mobile with internet facility, finger print scanner and m-pos by the Selected Bidders.
- ix. All the deployed resources/agents should be minimum qualification of (10+2), having PAN (mandatory) and knowledge of handheld devices/ mobile.
- x. All the deployed resources/Agents should be able to speak in Hindi / English and local dialect.
- xi. Selected Bidders should ensure that the quality of methodologies for delivering the Services, adhere to quality standards/timelines stipulated therefor.
- xii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Banks/Company.
- xiii. Selected Bidders support staff should be well trained to effectively handle queries raised by the customers/employees of the Company.
- xiv. The Bidder should be able to create a central monitoring facility which will monitor delivery of all financial transaction and/ or non-financial transaction by Agents. They shall also ensure that services are attended within the stipulated time or as advised by the customer. MIS will also be provided to them at Company's specified format only.
- xv. The Company will carry out service quality inspections either through their own staff or individuals / companies appointed on behalf of the Company to carry out such inspections / audit. The Bidder will need to ensure all observations pointed out by the Company are immediately rectified and reported back by the Bidder for compliance to

the Company. The Company will not make any additional payments for compliance to such inspection / audit observations.

#### **40. OTHERS**

- i. Following documents of the Agents shall be furnished by the Bidder at the time of execution of SLA with the Company. It shall be updated from time to time as per requirement, change etc.
  - a) Identification Proof
  - b) Address Proof
  - c) Satisfactory Police Verification Certificate
  - d) Engagement Letter of issued by the employer
  - e) Agreement with the Bidder and Agent clearly spelling the terms and conditions, scope of work, ethics of service delivery and remuneration structure.
- ii. Selected Bidder shall immediately inform the Company and the customer upon any change in the DBA responsible for Service delivery.
- iii. The RFP is for engagement of Correspondents, purely on contractual basis and there won't be any employee employer relationship between Bidder/ partners/ any Agent and Company.
- iv. The Selected Bidder shall execute Non-Disclosure Agreement on its own behalf as well as all partners/ employees / Agents etc.
- v. The Selected Bidder and their Agents shall ensure that they must not store/download any transaction/ user information anywhere. Further they are not allowed to divulge any transaction/ instruments/ forms/ customer details to ensure customer data confidentiality.
- vi. The IT system of the Correspondents shall be verified by Company's CISO and Correspondents shall be agreeable to change the system subject to the satisfaction of the Company.

#### **41. ORDER DETAILS**

- i. The RFP is being published by the Company to engage the Correspondents for provision of Services through Agents. Successful Bidders have to execute an agreement with the Company. The payment will be made by Company and the Security Deposit for order will be required to be submitted to the Company. The amount payable to the Correspondents shall be based on the actual amount of work done without any guarantee of a minimum number of centres/ customers/ service requests.
- ii. Terms of payment indicated in the Contract, issued by the Company to the Selected Bidders, will be final and binding on the Bidders and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Contract

will not hold good against the Company and that the Invoice would be governed by the terms contained in the Contract concluded between Company and the selected Bidder. Bidder should ensure that the project timeline should not suffer for this reason.

#### **42. POWERS TO VARY OR OMIT WORK**

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidders except as directed in writing by Company. The Company shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidders to make any variation without prejudice to the Contract. The finally selected Bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the Contract, he shall notify Company thereof in writing with reasons for holding such opinion and Company shall instruct the successful Bidders to make such other modified variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract documents. If the Company confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the Contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Company as to the requirements for carrying out the altered or additional substituted service which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order for such additional service.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in Contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Company shall prevail.

#### **43. NO WAIVER OF COMPANY RIGHTS OR SUCCESSFUL BIDDER'S LIABILITY**

Neither any sign-off, nor any payment by the Company for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Company shall affect or prejudice the rights of Company against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the Contract, or be interpreted as approval of the work done, or create liability in the Company to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Company nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidders against Company.

**44. PENALTY CLAUSE:**

- i. The Selected Bidders shall perform its obligations under the respective work order and the agreement entered into with the Company, in a professional manner.
- ii. If the Selected Bidder fails to complete the due performance of the Contract in accordance with the specification and conditions of the offer document, the Company reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for non-performance.
- iii. If the action of Correspondents/Agents results in monetary or business loss to the Company, then the entire amount of such loss shall be recovered from the Bidder on actual basis.
- iv. However, any penalty imposed by the Govt./RBI/ any other statutory body due to act/failure of conduct of Correspondents or its agents shall be entirely borne by the Correspondents. Once the maximum limit of the penalty 15% of total monthly fees is reached, the Company may consider termination of the Contract, after invoking Security Deposit submitted by the Selected Bidder.
- v. Company may recover such amount of penalty from any payment being released to the selected Bidder, irrespective of the fact whether such payment is related to this Contract or otherwise.
- vi. The calculation of penalty for service delivery will be as follows:

Sr. No	Service Description	Compliance	Penalty
1	Closure of customer request within the timelines committed to the customer for that particular service	99%	3% of the total monthly pay out for every 0.1% of non-compliance subject to a maximum of 15% of the total monthly pay out for that particular month post which the company may at its discretion may choose to terminate / cancel the agreement.

**45. LIMITATION OF LIABILITY:**

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Correspondents shall be liable for damages to the Company arising under or in connection with this RFP for an amount not exceeding 2 times of the total fees paid to the Correspondents or the Security Deposit / performance guarantee whichever is higher. Correspondents will ensure Company’s data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Company’s related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:

- a) claims that are the subject of indemnification pursuant to Intellectual Property Rights (IPR) infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Correspondent/Agent,
  - c) damage(s) occasioned by Correspondents/Agent for breach of Confidentiality Obligations,
  - d) when a dispute is settled by the Court of Law in India.
  - e) Regulatory or statutory fines imposed by a government or regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Banks/Company provided such guidelines were brought to the notice of Correspondents.
- iii. Any claim/ damages/penalties/fines in respect of aforesaid shall be borne by the Correspondents on actual basis.

#### **46. COMPLIANCE WITH ALL APPLICABLE LAWS**

Selected Bidders shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Banks/Company and its employees/officers/ staff/ personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

#### **47. RIGHT TO AUDIT**

- i. The Selected Bidders have to get itself annually audited by internal/ external empanelled Auditors appointed by the Banks/Company/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Company/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Company and the Correspondents is required to submit such certification by such Auditors to the Company. The Correspondents and or his / their Agents shall facilitate the same. The Company can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Correspondents. The Correspondents shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Company.
- ii. Where any deficiency has been observed during audit of the Correspondents on the risk parameters finalized by the Company or in the certification submitted by the Auditors, the Correspondents shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Correspondents shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

- iii. Correspondents shall, whenever required by the Company, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Company/Reserve Bank of India and or any Regulatory Authority. The Company reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the Correspondents (e.g., financial, internal control and security reviews) and findings made on Bidder in conjunction with the services provided to the Company.
- iv. Further, the Bidder specifically agrees that it shall allow access to RBI or persons authorized by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the applicant within a reasonable time. The persons authorized by RBI shall have right to obtain copies of the records, information etc. in possession of the Bidder. The Bidder further agrees that in case access is not allowed to the persons authorized by RBI for the purposes of inspection which results in imposition of supervisory fees by RBI upon the Company, and the Company is required to pay such supervisory fees to RBI, Correspondents shall be liable to reimburse to the Company such fees including any penalty, interest levied and recovered by RBI.

#### **48. COMPLIANCE IN OBTAINING APPROVALS/PERMISSIONS/LICENSES:**

- i. The Selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, license etc. as may be necessary or required for any of the purposes of rendering Services or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the Contract, and in the event of any failure or omission to do so, the Correspondent shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Banks/Company and their employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Banks/Company will give notice of any such claim or demand of liability within reasonable time to the Correspondents.
- ii. All the employees/operator deployed by the Correspondents for the solution must comply with government's rules and regulations like minimum wages act, provident fund and ESIC facility standard.
- iii. This indemnification is only a remedy for the Company. The Correspondents is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.

#### **49. SOLICITATION OF EMPLOYEES**

The Company and the Bidder agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this

Contract during the period of the Contract and one year thereafter, except as the parties may agree on a case by-case basis. The parties agree that for the period of the Contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the Contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who:

- i. initiate discussions regarding such employment without any direct or indirect solicitation by the other party;
- ii. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation; or
- iii. has been terminated by a party prior to the commencement of employment discussions with the other party.

#### **50. PAYMENT TERMS AND PAYING AUTHORITY**

- i. Bills raised by the selected bidders would be payable by the Company on receipt of invoice along with supporting MIS. Payment will be effective from the date the Correspondents takes over the job of Door Step Banking. The bills pertaining to each month, for all Services rendered during each month, shall be submitted to the Company within 20 days of the succeeding month. While submitting bills, the Correspondents has to confirm that payment to employees/agents/Agents engaged in Door Step Banking Service activity has been made in conformity with Central Govt. Minimum Wages Act. Final payment shall be released subject to deductions of penalties, if any.
- ii. Minimum wages: The Bidders shall act as principal employer and must ensure payment of minimum wages to their employees who are engaged in Company's establishment in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to be submitted by the Bidder while responding to this RFP (Annexure-H). The Bidder must ensure the payment of PF & other statutory benefits to the employees employed by them. Company reserves the rights to inspect salary slip & payment certificates of the employees engaged at any point of time.

#### **51. INSURANCE**

The selected Bidder shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would always be required to keep the insurance policy alive during the currency of the Contract. ii) The loss-payee endorsement of such insurance policies shall be in favour of the Company and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Company.

#### **52. INDEMNITY**

- i. Selected Bidder agrees to indemnify and keep indemnified the Banks/Company against all losses, damages, costs, charges and expenses incurred or suffered by the

Banks/Company due to or on account of any claim for infringement of intellectual property rights.

- ii. Selected Bidder agrees to indemnify and keep indemnified the Banks/Company against all losses, damages, costs, charges and expenses incurred or suffered by the Banks/Company due to or on account of any breach of the terms and conditions contained in this RFP or SLA to be executed.
- iii. Selected Bidder agrees to indemnify and keep indemnified Bank/Company 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/Company, by third parties on account of negligence or failure to fulfil obligations by the selected Correspondents or its employees/personnel/Agents. All indemnities shall survive notwithstanding expiry or termination of SLA and the Correspondents shall continue to be liable under the indemnities.
- iv. Selected Bidder is required to furnish a separate Deed of Indemnity (Format to be supplied by the Company afterward) in Company's favour in this respect before or at the time of execution of the SLA.
- v. Selected Bidder shall indemnify, protect and save the Banks/Company and hold the Banks/Company harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from: (i) an act or omission of the Correspondents, its employees, its agents, Agents in the performance of the Services provided by this Contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Correspondents, (iii) use of the deliverables and or services provided by the Correspondents, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of Services.
- vi. Correspondents shall further indemnify the Banks/Company against any loss or damage to the Banks/Company premises or property, loss of life, etc., due to the acts of the Correspondents employees or Agents.
- vii. The Correspondents shall further indemnify the Banks/Company against any loss or damage arising out of third-party claims on the Banks/Company for deliverables at all points of time, provided however,
  - a) the Banks/Company notify the Correspondents in writing immediately on becoming aware of such claim,
  - b) Selected Bidder has sole control of defence and all related settlement negotiations,
  - c) the Banks/Company provides the Correspondents with the assistance, information and authority reasonably necessary to perform the above, and
  - d) the Banks/Company does not make any statement or comments or representations about the claim without prior written consent of the Correspondents, except under due process of law or order of the court. It is clarified that the Correspondents shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Banks/Company (and/or its customers, users and service providers) rights, interest and reputation. Correspondents shall be

responsible for any loss of life, etc. due to acts of Bidder's representatives, Agents, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk. Correspondents should take full responsibility for its and its agent/employee's actions.

- viii. Selected Bidders should indemnify the Banks/Company (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from Non-compliance of the Correspondents with Laws/Governmental Requirements Negligence and misconduct of the Correspondents, its employees, and Agents breach of any terms of RFP, Representation Act or omission in performance of Service.
- ix. Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Banks/Company arising out of claims made by its customers and/or regulatory authorities.

### **53. INDEPENDENT CORRESPONDENTS**

- i. Selected Bidder and/or its employees, agents and Agents shall perform all Services hereunder as an Independent Correspondents on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either Correspondents or Banks/Company with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. Selected Bidder acknowledges that its rendering of Services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Banks/Company or any subsidiary or affiliate thereof.
- ii. Selected Bidder's personnel, employees etc. have no authority/ right to bind the customer of the Banks/Company in any manner. It is also clarified that the personnel or employees being provided by the selected Bidder shall be employed solely by the Bidder and governed by terms of the Bidder's employment and the selected Bidder shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the Banks/Company by the employees/ agents of the selected Bidder.
- iii. Selected Bidder shall be responsible for managing the activities of the personnel or agents/supervisors and will be accountable for both. Selected Bidder shall be vicariously liable for any acts, deeds or things done by the employees, agents etc. which is outside the scope of power vested or instructions issued by the Company. No right of any employment shall accrue or arise, by engagement of employees, Agents etc. of selected Bidder, for any assignment under the Contract. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of Bidder shall be paid by Bidder alone and the Banks/Company shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents etc. The Bidder shall hold the Banks/Company, its successors, assignees and administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Banks/Company through the action of Bidder's employees, agents, Agents etc. However, the Bidder selected would be given an

opportunity to be heard by the Company prior to making of a decision in respect of such loss or damage.

#### **54. DELAY IN THE CORRESPONDENT'S PERFORMANCE**

- i. Services shall be made by the Correspondents within the timelines prescribed.
- ii. If at any time during performance of the Contract, the Correspondents should encounter conditions impeding timely delivery and performance of Services, the Correspondents shall promptly notify the Company in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Correspondent's notice, the Company shall evaluate the situation and may, at its discretion, extend the Correspondents' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the Correspondents may result in imposition of penalty, liquidated damages, invocation of Security Deposit and/or termination of Contract (as laid down elsewhere in this RFP document).

#### **55. CORRESPONDENTS OBLIGATIONS**

- i. The Correspondents is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Correspondents is obliged to work closely with the Banks/Company, act within its own authority and abide by directives issued by the Banks/Company from time to time and complete implementation activities.
- iii. The Correspondents will abide by the job safety measures prevalent in India and will free the Banks/Company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Correspondents' negligence or otherwise. The Correspondents will pay all indemnities arising from such incidents and will not hold the Banks/Company responsible or obligated.
- iv. The Correspondents is responsible for managing the activities of its personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. The Correspondents shall treat as confidential all data and information about Banks/Company, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Banks/Company as explained under 'Non-Disclosure Agreement' in Annexure-F of this RFP.

#### **56. FIDELITY AND SECRECY**

- i. The Correspondents and its employees/personnel/Agents will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the process of Services and all information whatsoever concerning or relating to the Banks/Company concerned branch and its

affairs to which the said employees/personnel/Agents will have access in the course of performance of the Contract. The Correspondents shall be responsible for the following insurance coverage:

- a) Fidelity Insurance Policy for the personnel of the bidder carrying cash;
  - b) Employee accidental policy;
  - c) Mediclaim for its employee; and
  - d) Vehicle Insurance.
- ii. The Correspondents shall be responsible for cash losses/shortages/discrepancies etc. due to any reason including act of dishonesty, fraud, misappropriation, embezzlement of cash by its employee(s)/Agents. Under such circumstance's Bidder will have to make up entire loss incurred by the Banks/Company. Secure recruitment procedures must be adopted with police clearance for all personals engaged for cash management services. Identity cards duly attested by authorized officials of the Bidder must be issued for all staff attending calls, processes to be followed as laid down by RBI vide various circulars issued from time to time.
- iii. The Correspondents shall have to ensure that the Agents are specifically prohibited from charging any fee / commission to the customers for Services rendered by them on behalf of the Banks/ Company. The Correspondents shall acknowledge that only Banks/Company are permitted to collect any fee/service charges/ commission from the Customers and in the event the Banks/Company communicates their decision to the Correspondents to collect such fee/service charges/commission from the Customers, then the same shall be collected by the Agents on behalf of the Banks/Company through the IT enabled transaction.
- iv. The products and processes shall be approved by the Banks/Company and the Correspondents shall not introduce any product/process without the approval of the Banks/Company.

## **57. PRIVACY & SECURITY SAFEGUARDS**

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

## **58. COMPLIANCE WITH IT & IS SECURITY POLICY**

The Correspondents shall have to comply with Banks/Company's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality;
- ii. Responsibilities on system and software access control and administration;
- iii. Custodial responsibilities for data, software, hardware and other assets of the Banks/Company being managed by or assigned to the Vendor;
- iv. Physical and logical separation from other customers of the Vendor;
- v. Incident response and reporting procedures;
- vi. Password Policy of the Banks/Company;
- vii. Data Encryption/Protection requirements of the Banks/Company; and
- viii. In general, confidentiality, integrity and availability must be ensured.

## **59. LIQUIDATED DAMAGES**

- i. Notwithstanding the Banks/Company's right to cancel the Contract, liquidated damages at Rs. 1,00,000.00 (Rs. One Lakh only) will be charged for every week's delay or part thereof maximum up to 10,00,000/-, if the Correspondents fails to sign the Contract within 15 working days or fails to commence operations at the respective centres within 15 days from the signing the Contract. The Banks/Company reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by Company to the Correspondents etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force. The Company reserves the right to recover this amount from any dues payable or to accrue to the selected bidder in future in any form.
- ii. The Company reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Company to the Correspondents unless otherwise extension of time is agreed upon without the application of Liquidated Damages. Company may invoke the Security Deposit including termination of the Contract, for further delay in delivery in Services.

## **60. RIGHT TO INCORPORATE CHANGES**

The Banks/Company reserves right to incorporate changes in the Services if new features are implemented by Government and/or Company's competent authority etc. and should be part of scope including the necessary customization.

## **61. EXIT OPTION**

- i. The Company reserves the right to withdraw the order or take steps as permissible under applicable law, regulations and guidelines at any point of time, in the event of happening one or more of the following Conditions:
  - a) Failure of the Selected Bidder to accept the contract / work order and furnish the Security Deposit within 7 days of acceptance of Contract;
  - b) Delay in offering;
  - c) Delay in commissioning Service beyond the specified period;
  - d) Serious discrepancy in Services to be provided or the performance levels agreed upon, which have an impact on the functioning of the Banks/Company.
  - e) The Bidder is unable to rectify its performance even after multiple notices issued by the Banks/Company.

- ii. In addition to the cancellation of Contract, Banks/Company reserves the right to appropriate the damages through encashment of Bid Security/ Fixed Deposit given by the Selected Bidder.

In case a Bidder Services are cancelled / terminated for reasons whatsoever including non-performance of Services then the Banks/Company at their sole discretion may either:

1. Allow other existing bidders to take up the services of the outgoing Bidder at rates not higher than the current rates through a closed commercial Bid offer or reverse auction.

Or

2. Float an open RFP inviting fresh Bids for the Services of the outgoing Bidder.

In both of the above cases the outgoing Bidder whose Services have been cancelled / terminated will not be allowed to participate.

## 62. FRAUD & CORRUPT PRACTICES

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Banks/Company shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Without prejudice to the rights of the Banks/Company under Clause 59 (i) hereinabove, if a Bidder is found by the Company to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices as the case may be during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Banks/Company for a period of 2 (two) years.
- iii. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - a) **“Corrupt practice”** means
    - A. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Banks/Company who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority, RFP or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Banks/Company, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or

- B. engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the RFP or the Letter of Authority or the Contract, who at any time has been or is a legal, financial or technical adviser of the Company in relation to any matter concerning the RFP;
- b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Banks/Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

### **63. TERMINATION FOR DEFAULT**

- i. The Company, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Correspondents, may terminate the Contract in whole or in part:
- a) If the Correspondents fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Company; or
- b) If the Correspondents fails to perform any other obligation(s) under the Contract; or Laxity in adherence to standards laid down by the Company; or
- c) Discrepancies/deviations in the agreed processes and/or Services.; or
- d) Violations of terms and conditions stipulated in this RFP/Contract.
- ii. In the event the Company terminates the Contract in whole or in part for the breaches attributable to the Correspondents, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Correspondents shall be liable to the Company for any increase in cost for such similar Services. However, the Correspondents shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, the Correspondents shall handover all documents/ executable/ Banks/Company’s data/programme or any other relevant information to the Banks/Company in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another service provider or to the Banks/Company.

- iv. During the transition, the Correspondents shall also support the Banks/Company on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Company's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- vi. In the event of failure of the Correspondents to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Company at its sole discretion may make alternate arrangement for getting the Services contracted with another service provider. In such case, the Company shall give prior notice to the existing Correspondents. The existing Correspondents shall continue to provide Services as per the terms of contract until a 'New Correspondents' completely takes over the work. During the transition phase, the existing Correspondents shall render all reasonable assistance to the new Correspondents within such period prescribed by the Company, at no extra cost to the Company, for ensuring smooth switch over and continuity of Services. If existing Correspondents is in breach of this obligation, they shall be liable for forfeiture / invoking of the performance bank guarantee / security deposit or Rs. 10,00,000/- whichever is higher as provided in (Schedule of Events, SI No 20) on demand to the Banks/Company, which may be settled from the payment of invoices or Security Deposit for the contracted period or by invocation of Security Deposit.

#### **64. TERMINATION FOR INSOLVENCY**

The Company may, at any time, terminate the Contract by giving written notice to the Correspondents, if the Correspondent becomes bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Correspondent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Company.

#### **65. TERMINATION FOR CONVENIENCE**

The Company, by written notice of not less than 30 days sent to the Correspondents, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Company's convenience, the extent to which performance of the Correspondents under the Contract is terminated, and the date upon which such termination becomes effective.

#### **66. FORCE MAJEURE**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Correspondents shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires,

floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, Major Act of Government, impeding reasonable performance of the Correspondents /Agents but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- iii. If a Force Majeure situation arises, the Correspondents shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Correspondents shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **67. DISPUTES / ARBITRATION**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, either party (Company or Correspondents) shall give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Arbitration and Conciliation Act, 1996. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. The Correspondents shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Company or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

## **68. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

## **69. TAXES AND DUTIES**

- i. The Correspondents shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Correspondents shall include all such taxes in the contract price.
- ii. Prices payable to the Correspondents as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever.

- iii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Correspondents.

#### **70. TAX DEDUCTION AT SOURCE**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Company shall affect such deductions from the payment due to the Correspondents. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Company as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Correspondents from his responsibility to pay any tax that may be levied in India on income and profits made by the Correspondents in respect of this Contract.
- ii. The Correspondents staff, personnel, Agents and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Correspondents shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **71. NOTICES**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

-----XXXXX-----

(Tender offer forwarding letter)

ANNEXURE - A

To,


**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, "METRO HOUSE",  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam,

**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS. RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022.**

1. The application tender fee of INR 30,000/- (Rupees Thirty Thousand only) by way of DD and Earnest Money Deposit of Rs. 3,00,00,000.00 (Rupees Three Crores only) in the form of Bank Guarantee is enclosed.
2. In the event of acceptance of our Eligibility, Technical and Indicative Price Bids by the Company, we undertake the process of Company for Selection of Correspondents for Implementation of Services through Agents as per your work orders/requirement.
3. In the event of our selection by the Company for Selection of Correspondents for Provision of Services through Agents, we will submit a Security Deposit for a sum equivalent to Rs. 10,00,000 (Rupees Ten Lacs only) to the Company to be valid for contract period in favour of Company effective from the date of execution of Service Level Agreement.
4. We agree to abide by the terms and conditions of this RFP and our offer shall remain valid for 180 days from the date of reverse auction and it remain binding upon us which may be accepted by the Company any time before expiry of 180 days.
5. Until a formal contract is executed, this Bid offer, together with the Company's written acceptance thereof and Company's notification of award, shall constitute a binding contract between us.
6. We understand that the Company is not bound to accept the lowest or any offer the Company may receive. We also certify that we have not been blacklisted by any PSU Company/IBA/RBI during the last five years and also at the time of bid submission.

Yours faithfully,

For: 

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

**Annexure-B****Technical Bid Form**  
[On Bidder's letter head]

Date: \_\_\_\_

To,

**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, "METRO HOUSE",  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam,


**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING  
DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS.  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by PSB Alliance Private Limited ("Company") and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

1. While submitting this Bid, we certify that:
  - a. The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.
  - b. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
  - c. We have quoted for all the items/Services mentioned in this RFP in the indicative Price Bid.
  - d. Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - e. The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - f. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - g. The rate quoted in the Indicative Price *Bid are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Company, without any exception.
  - h. The solution and prices have been individually arrived by us based on the RFP. The Company is not responsible for any assumptions / deviations to the same.
2. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.
3. We agree to abide by all the Bid terms and conditions, and the rates quoted therein for the orders awarded by the Company up to the validity period prescribed in the Bid, which shall remain binding upon us.

4. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
6. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Banks/Company, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
7. We undertake that we will not resort to canvassing with any official of the Company, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
8. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Company submitted by us in our Bid document.
9. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Company will have the right to disqualify us from the Bid.
10. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
11. We agree to provide services to newly opened / changed / modified centres at the same price quoted by us for the particular category for that region.
12. We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Company to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Company and/or communicated to the successful Bidder(s).
15. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Company in the RFP document and subsequent pre-bid and amendments.

Yours faithfully,

For: 

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:



N.B. Enclose copies of Agreement and references

Signature of Bidder: \_\_\_\_\_

Place : \_\_\_\_\_

Name : \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Seal of the Company

**Annexure- D****RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING  
DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022****PRE-BID QUERY FORMAT**

<b>Bidder Name</b>	<b>SI No.</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/ Suggestions</b>

**Annexure- E****INDICATIVE PRICE BID**

[On Bidder's letter head]

The Indicative Price Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “**Indicative Price Bid for Provision of Doorstep Banking Services by Business Correspondents through Doorstep Banking Agents**”

**RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022**

**Name of the Bidder:****Separate sheet attached**

PSB Alliance Private Limited (“**Company**”) or the Banks do not guarantee any minimum number of transaction / service requests. Bidders to quote accordingly.

1. All prices are inclusive of all taxes, charges, levies and exclusive of all GST
2. Prices are quoted in Indian Rupees
3. Above rates are valid for the contract period

We confirm that: -

- i Rate quoted above are inclusive of all cost required for IT Infrastructure, development, deployment and maintenance of all software, engagement, recruitment, training, Agents (including payment of remuneration to Agents).
- ii Payment will be based on actual number of services provided on monthly basis.
- iii The unit rates are fixed and valid for the contract period.
- iv The payment shall be made for transactions / service requests actually processed.
- v We have not added or modified any clauses/ statements/ recordings/ declarations in the indicative Price offer, which is conditional and/or qualified or subjected to suggestions.
- vi We have not added or modified any clauses/ statements/ recordings/ declarations in the indicative Price offer, which contain any deviation in terms & conditions or any specification.
- vii We confirm that the Banks/Company is not responsible for any assumption / exclusions / limitations made by us in response to the RFP. We agree that in no circumstances will the Banks/Company make any additional payments to us for any of our assumptions / deviations / exclusions.
- viii We agree to provide services to newly opened / changed / modified centres at the same price quoted by us for the particular category for that region.
- ix We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

x We hereby agree to abide by all the terms and conditions mentioned in the Company's RFP No. [•] dated [•] and subsequent pre-bid and amendments.

Yours faithfully,

For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

**Annexure E1**

**Price Confirmation (To be submitted after Reverse Auction)**

To,

**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, “METRO HOUSE”,  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam,

**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING  
DOORSTEP BANKING SERVICES THROUGH  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated:  
27.12.2022**

**REVERSE AUCTION DATED:**

Please find below the final price break-up post the reverse auction.

**Name of Bidder:**

**Separate sheet attached**

PSB Alliance Private Limited (“**Company**”) or the Banks does not guarantee any minimum number of transaction / service requests. Bidders to quote accordingly.

1. All prices are inclusive of all taxes, charges, levies and exclusive of all GST
2. Prices are quoted in Indian Rupees
3. Above rates are valid for the contract period

We confirm that: -

- i. Rate quoted above are inclusive of all cost required for IT Infrastructure, development, deployment and maintenance of all software, engagement, recruitment, training, Agents (including payment of remuneration to Agents).
- ii. Payment will be based on actual number of services provided on monthly basis.
- iii. The unit rates are fixed and valid for the contract period.
- iv. The payment shall be made for transactions / service requests actually processed.
- v. We have not added or modified any clauses/ statements/ recordings/ declarations in the indicative Price offer, which is conditional and/or qualified or subjected to suggestions.

- vi. We have not added or modified any clauses/ statements/ recordings/ declarations in the indicative Price offer, which contain any deviation in terms & conditions or any specification.
- vii. We confirm that the Banks/Company are not responsible for any assumption / exclusions / limitations made by us in response to the RFP. We agree that in no circumstances will the Banks/Company make any additional payments to us for any of our assumptions / deviations / exclusions.
- viii. We agree to provide services to newly opened / changed / modified centres at the same price quoted by us for the particular category for that region.
- ix. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- x. We hereby agree to abide by all the terms and conditions mentioned in the Company's RFP No. [•] dated [•] and subsequent pre-bid and amendments.

Yours faithfully,

For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

## Annexure F

[To be executed on a stamp paper or franked appropriately]

### NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “NDA”) is made at Mumbai on this [•] day of [•], 2022;

By and between:

**PSB Alliance Private Limited** a company incorporated under the Companies Act, [1956/2013] and having its registered office at 4<sup>th</sup> Floor, “METRO HOUSE”, Mahatma Gandhi Road, Dhobi Talao, Near New Marine Lines, MUMBAI 400 020 (hereinafter referred to as “**Company**” which expression includes its successors and assigns) of the **ONE PART**;

And

M/s. [•] an entity existing under the laws of [•] having its registered office at [•] (hereinafter referred to as “**Correspondent**” or the “**Receiving Party**” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the **OTHER PART**;

#### **WHEREAS:**

1. Correspondent had submitted its bid in response to the RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 DATED: 27.12.2022 issued by the Company for and on behalf of the Banks and upon being successful has agreed to provide Doorstep Banking Services (Services) through Doorstep Banking Agents (Agents) for the Banks/Company and other related tasks (“**Purpose**”).

2. For purposes of advancing the business relationship, the Disclosing Parties would need to disclose certain valuable confidential information to the Receiving Party. Therefore, in consideration of covenants and agreements contained herein for the disclosure of confidential information, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

#### **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

##### 1. **Confidential Information and Confidential Materials:**

a) “**Confidential Information**” means non-public information that Disclosing Parties designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential and includes, without limitation, information relating to installed or purchased Disclosing Parties software or hardware products, the information relating to general architecture of Disclosing Parties network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Parties business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Parties is obligated to treat as confidential. Confidential

Information disclosed to Receiving Party by any Disclosing Parties Subsidiary and/ or agents is covered by this NDA.

b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Parties; (ii) becomes known to Receiving Party prior to Disclosing Parties disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a sources other than Disclosing Parties other than by the breach of an obligation of confidentiality owed to Disclosing Parties; or (iv) is independently developed by Receiving Party.

c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## 2. Restrictions

a) Receiving Party shall treat as confidential the all Confidential Information obtained from the other pursuant to the Purpose and shall not divulge such information to any person (except to its own employees and other persons who need to know the same) without the Disclosing Parties written consent. Receiving Party will execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this NDA. If the Correspondent shall appoint any agent, then Correspondent may disclose Confidential Information to such agent subject to such agent giving the Disclosing Parties an undertaking in similar terms to the provisions of this clause.

b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Parties reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent restriction as imposed herein. The intended recipients for this purpose are the statutory auditors of the Receiving Party and regulatory authorities regulating the affairs of the Receiving party and inspectors and supervisory bodies thereof;

c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Parties, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

## 3. Rights and Remedies

- a) Receiving Party shall notify Disclosing Parties immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this NDA by Receiving Party and will cooperate with Disclosing Parties in every reasonable way to help Disclosing Parties regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Parties request, or at Disclosing Parties option, certify destruction of the same.
- c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Parties shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - i Suspension of access privileges;
  - ii Change of personnel assigned to the job;
  - iii Financial liability for actual, consequential or incidental damages;
  - iv Termination of contract/Service Level Agreements.
- d) Disclosing Parties may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this NDA.

#### 4. **Miscellaneous**

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Parties. By disclosing information to Receiving Party, Disclosing Parties do not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Parties patents, copyrights, trademarks, or trade secret information or any other intellectual property rights.
- b) Any software and documentation provided under this NDA is provided with RESTRICTED RIGHTS.
- c) Disclosing Parties do not grant the Receiving Party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between them, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d) This NDA constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this NDA and signed by the parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

e) This NDA shall be governed by Indian laws. In case of any dispute, both the parties agree to settle the dispute through mutual consultation. In the event they are unable to resolve the dispute within 15 days then they will refer the dispute to neutral third party sole arbitrator. Such arbitrator will be jointly selected by the parties. In the event the parties are unable to appoint the arbitrator within 15 days of invoking arbitration then the arbitrator shall be appointed by making a reference to the Mumbai High Court under the applicable provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any amendments or re-enactments thereto. The courts in Mumbai shall have exclusive jurisdiction over any dispute arising under this NDA. Disclosing Parties shall be at a liberty to approach any appropriate forum to seek appropriate injunctive relief.

f) Subject to the limitations set forth in this NDA, this NDA will inure to the benefit of and be binding upon the parties, their successors and assigns.

g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

h) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

**NOW THIS NDA IS EXECUTED ON THE DATE AS MENTIONED HEREIN ABOVE**

For and on behalf of the Company:	For and on behalf of the Business Correspondents:
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Place:	Place:
Date:	Date:

**Annexure –G**  
**Undertaking on the letterhead of the Bidder for abiding with all By-Laws / Rules / Regulations**

To,

**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, “METRO HOUSE”,  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS**  
**RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 DATED: 27.12.2022**  
**DECLARATION-CUM-UNDERTAKING REGARDING COMPLIANCE WITH ALL STATUTORY REQUIREMENTS**

Further to our proposal dated [•], in response to the Request for Proposal (“**RFP**”) bearing No. **PSBA/RFP/FOS/2022-23/007** issued by **PSB Alliance Private Limited** (“**Company**”), we hereby covenant, warrant, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/ regulatory bodies etc.

We agree that any loss caused to the Banks/Company owing to our non-performance as per the Service Level Agreement, or noncompliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Banks/Company.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Banks/Company, 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 Banks/Company by whomsoever and all losses, damages, costs, charges and expenses arising out of noncompliance with or nonadherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Yours faithfully,

For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

**ANNEXURE - H****Undertaking Letter on the bidder's letterhead for compliance with Central  
Minimum Wages Act & Labour Laws**

To,

**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, "METRO HOUSE",  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam,

**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING  
DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 DATED: 27.12.2022**

Further to our proposal dated [•], in response to the Request for Proposal ("RFP") bearing No. **PSBA/RFP/FOS/2022-23/007** issued by **PSB Alliance Private Limited** ("Company"), we hereby covenant, warrant, confirm and agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Company. We ensure that the payment to employees/agents towards Doorstep Banking Services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/agents/representatives deployed for the Doorstep Banking Services activity by us will be paid in accordance with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard.

Yours faithfully,

For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

**ANNEXURE– I****UNDERTAKING TO BE GIVEN ON THE LETTERHEAD BY THE BIDDER**

To,  
**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, “METRO HOUSE”,  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam

**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING  
DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 DATED: 27.12.2022.**

- i We, M/s [•], the undersigned, hereby confirm that we have read and understood the eligibility criteria and will fulfil the same.
- ii We further confirm that all the information as per requirement of the Company have been included in our bid documents.
- iii We hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Banks/Company. We understand that any deviation may result in disqualification of our bid.
- iv We have not been blacklisted by any Nationalized Company/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- v We undertake that adequate number of resources, if required by the Banks/Company, will be deployed for the project to complete the assignment as required within stipulated time.
- vi We confirm that we will provide the Hardware/ Software/ Manpower/Vehicle etc. as required for Doorstep Banking Services.

Yours faithfully,  
For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

**ANNEXURE-J**

**UNDERTAKING LETTER ON THE BIDDER'S LETTERHEAD FOR GST**

To,

**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, "METRO HOUSE",  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam,

**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING  
DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS.  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 DATED: 27.12.2022**

Further to our proposal dated [•], in response to the Request for Proposal ("RFP") bearing No. **PSBA/RFP/FOS/2022-23/007** issued by **PSB Alliance Private Limited** ("Company"), 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 its compliance.

Yours faithfully,

For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

**ANNEXURE – K**

**UNDERTAKING ON THE LETTERHEAD BY THE BIDDER**

To,

**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, “METRO HOUSE”,  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam,

**RFP FOR SELECTION OF BUSINESS CORRESPONDENT FOR PROVIDING  
DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS.  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 DATED: 27.12.2022.**

We submit our Bid Document herewith.

We understand that **PSB Alliance Private Limited** (“Company”) is not bound to accept the lowest or any bid received, and Company may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work Order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

## ANNEXURE –L

**UNDERTAKING LETTER TO THE COMPANY ON THE BIDDER'S  
LETTERHEAD**

To,  
**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, “METRO HOUSE”,  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam,

**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING  
DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS.  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 DATED: 27.12.2022**

Further to our proposal dated [•], in response to the Request for Proposal (“RFP”) bearing No. **PSBA/RFP/FOS/2022-23/007** issued by **PSB Alliance Private Limited** (“Company”) on behalf of Banks, we hereby covenant, warrant and confirm that we shall comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Company. The Company 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 Company’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For [•]:

Designation:

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

**ANNEXURE – M****(PROFORMA OF LETTER TO BE GIVEN BY ALL THE BIDDERS PARTICIPATING FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVISION OF DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS)****RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007  
DATED: 27.12.2022****(ON THEIR OFFICIAL LETTERHEADS.)**

To,  
**The Vendor Management Officer,  
PSB Alliance Private Limited,  
4<sup>th</sup> Floor, “METRO HOUSE”,  
Mahatma Gandhi Road,  
Dhobi Talao, Near New Marine Lines,  
MUMBAI 400 020**

Dear Sir / Madam,

**RFP FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS.  
RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 DATED: 27.12.2022**

Further to our proposal dated [•], in response to the Request for Proposal (**RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022** hereinafter referred to as “**RFP**”) issued by **PSB Alliance Private Limited** (“**Company**”) on behalf of the Banks , we hereby covenant, warrant and confirm that we are agreeable to provide services as per Service Level Agreement (“**SLA**”) for a period of **36 months**, extendable by another **24 months** on base of performance. All the Annexures with other Technical documents duly filled in and signed are enclosed. We understand that the Company is not bound to accept the offer either in part or in full and that the Company has right to reject the offer in full or in part without assigning any reasons whatsoever.

The price quoted in the Indicative Price Bid in Annexure – E is valid for a period of 180 days from date of reverse auction.

Yours faithfully,  
Authorized Signatory:  
Designation:

**ANNEXURE – N****RFP for Selection of Business Correspondents for Provision of Doorstep Banking Services through Doorstep Banking Agents****RFP REFERENCE NO. PSBA/RFP/FOS/2022-23/007 Dated: 27.12.2022****FINANCIAL CERTIFICATE  
(To be provided by Statutory Auditor/Chartered Accountant)**

This is to certify that M/s [•], a Company/ Firm/ Proprietorship with its Registered Office at, has the following Net worth and Profit After Tax from its Indian Operations. This information is based on the Audited Financial Statements for 2019-20, 2020-21 and 2021-22.

<b>Financial Year</b>	<b>Net Profit/Loss (in Rs.)</b>	<b>Net Worth (in Rs.)</b>
<b>2018-19</b>		
<b>2019-20</b>		
<b>2020-21</b>		

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company

**ANNEXURE-O**
**Checklist Document for Eligibility Criteria Compliance (on Letter head)**

<b>SI No.</b>	<b>Criteria</b>	<b>Documents Required/ to be submitted</b>	<b>Compliance (Y/N)</b>
1.	The Vendor/SI should be a company registered under Companies Act, 1956 and Companies Act 2013 / partnership Vendor registered under LLP Act, 2008. The Vendor should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.	Copy of the certificate of Incorporation issued by the registrar of companies.	
2	Average Annual Turnover / Revenue for last 3 financial years (2018-19, 2019-20 & 2020-21) as per audited Balance Sheet: $\geq$ Rs. 150 Crores.  The Vendor should have a positive Net worth in the last 3 financial years (2018-19, 2019-20 & 2020-21)	<b>Copies of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2018-19, 2019-20 &amp; 2020-21) should be submitted as part of the documentary proof.</b>  <b>Certificate of the Chartered Accountant for positive Net worth without any qualification / remarks to be submitted .</b>	
3.	Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking /any regulatory body etc., IBA, RBI, TRAI, DOT, or regulator of any other country/ State or Central Government or their agencies/ departments on the date of submission of Application for this RFP. In case of merger /acquisition / purchase / takeover, this clause would be applicable to both the organisations. i.e., in case any one of the organisations is blacklisted, then the same would be applicable to both organisations.  Any instance of termination of SLA by any entity due to non-performance of the Applicant for the reasons attributable to the Applicant or their respective partner, during last 3 years	<b>Self-declaration to this effect on the Company's letter head should be submitted. (Annexure-I)</b>	

	<p>prior to the date of RFP, shall be treated as non-performance on the part of the Applicant and its partner and such Applicants shall not be considered eligible for implementation of the project. (Company has sole right to terminate the agreement with immediate effect if any such case is found).</p>		
4.	<p>The Bidder should be in business of providing Business Correspondent or Banking agent or Doorstep Banking Services for at least 3 years as on the date of submission of the response.</p>	<p><b>Self-declaration along with Copy of Letter from client/ Agreement with the client is to be submitted.</b></p>	
5.	<p>The Bidder should be providing Business Correspondent or Banking agent or Doorstep Banking Services for at least 10 states or above</p>	<p><b>Details of Support organization structure is to be provided indicating the number of people present by each state on the letter head of the company signed by the appropriate authority.</b></p>	
6.	<p>The Bidder should be providing Business Correspondent or Banking agent or Doorstep Banking Services for at least 200 centres across metro / urban/ rural / semi-urban</p>	<p><b>Details of Support organization structure indicating the number of people present in each centre on the letter head of the company signed by the appropriate authority.</b></p>	
7.	<p>The Bidder should have a minimum of at least 2 active engagements in providing Business Correspondent or Banking agent or Doorstep Banking Services for Banking / Financial Services clients in India with a pan India presence of at least 1000 branches each. Out of the 2 clients one should be a Scheduled commercial Bank.</p>	<p>A copy of work order/ contract copy with a letter from the client for the specified work order / contract for satisfactory execution of the services.</p>	
8.	<p>The Bidder on their roles should at least have 2000 employees (Including Agents / supervisors). Excluding Trainees</p>	<p>Letter of confirmation (self-certified letter) highlighting number of employees, job roll wise bifurcation duly signed by the authorized signatory.</p>	

9	The Bidder should not have any Service Level Agreement pending to be signed with the any Banks/NBFCs for more than 6 months from the date of issue of work order.	<b>Bidder should specifically confirm on their letter head in this regard.</b>	
10.	The Bidder should agree to the terms and conditions of Service Level Agreement should they become L1 in the reverse auction to execute a contract with the Company.	<b>Bidder should specifically confirm on their letter head in this regard.</b>	
11.	Bidder should submit an Under-taking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications existing as on date or to be issued from time to time by statutory/ regulatory bodies etc.	<b>An undertaking on the letterhead of the Bidder has to be submitted (Annexure- G)</b>	
12.	Bidder should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/Licenses	<b>A copy of PAN/TAN/ VAT/Service Tax /GST Registration No. (whichever applicable) in the name of Applicant Compliance/self-certificate along with Photocopies of valid registration certificates / licenses should be furnished along with the application.</b>	

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Authorised Signatory

Seal of Company

**ANNEXURE- P**  
**FORMAT FOR EARNEST MONEY DEPOSIT (EMD) BANK GUARANTEE**

**BANK GUARANTEE**

This Bank Guarantee (hereinafter called “**Guarantee**”) is issued by <Name of Bank> (hereinafter “**Guarantor**”, which expression shall mean and include its successors) in favour of **PSB Alliance Private Limited** a company incorporated under the Companies Act, 2013 and having its registered office at 4<sup>th</sup> Floor, “METRO HOUSE”, Mahatma Gandhi Road, Dhobi Talao, Near New Marine Lines, MUMBAI 400 020 (hereinafter referred to as “**Company**”) for and on behalf of [•] (hereinafter referred to as the “**Bidder**”).

**WHEREAS:**

1. The Company has issued a Request for Proposal (“**RFP**”) for provision of Doorstep Banking Services (“**Services**”) by Business Correspondents through Doorstep Banking Agents as set out in the RFP reference no. **PSBA/RFP/FOS/2022-23/007** Dated: **27.12.2022**.
1. As per the terms of said RFP the Bidder needs to furnish a Bank Guarantee for a sum of Rs. [•]/- (Rupees [•] Only) as Earnest Money Deposit.
2. The Bidder, who are our constituents intends to submit their Bid for the said work hereby furnish guarantee in respect of the said sum of Rs. [•]/- (Rupees [•] only).

**NOW THIS GUARANTEE WITNESSETH THAT:**

1. We the Bank do hereby agree with and undertake to the Company, their successors, assigns that in the event of the Company coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Company, pay without demur to the Company, a sum of Rs. [•]/- (Rupees [•] Only) that may be demanded by Company. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. [•]/- (Rupees [•] Only).
2. We the Bank also agree to undertake to and confirm that the sum not exceeding Rs. [•]/- (Rupees [•] Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Company on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Company shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Company within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the Company under this guarantee shall be independent of the agreement or agreements or other understandings between the Company and the Bidder.

This guarantee shall not be revoked by us without prior consent in writing of the Company.

3. We the Bank hereby further agree that –
- a) Any forbearance or commission on the part of the Company in enforcing the conditions of the said RFP or the binding contract as per the terms of the RFP or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the Company to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. [•]/- (Rupees [•]Only)
  - b) Our liability under these presents shall not exceed the sum of Rs.\_[•]/- (Rupees [•] Only).
  - c) Our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
  - d) This guarantee shall remain in force up to 180 days from the date of reverse auction, provided that, if so desired by the Company, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
  - e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Company alone is the conclusive proof, whichever date is later.
  - f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Company against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Company Guarantee shall not exceed Rs. [•]/- (Rupees [•] only).
- b) This Company Guarantee shall be valid up to [•].
- c) We are liable to pay the guaranteed amount or any part thereof under this Company Guarantee only and only if you serve upon us a written claim or demand on or before [•].
- d) All claims under this bank guarantee will be made payable at <bank's local branch (in India)>

- e) This guarantee shall be returned to us immediately upon its expiry. However, we shall be discharged from all liability under this guarantee upon its expiry, whether or not this document has been returned to us.

Notwithstanding anything to the contrary contained hereinabove, any claim arising under this bank guarantee shall be lodged by you within a period of [•] months from the date of expiry of this bank guarantee.

This Guarantee shall be interpreted and be governed by laws of India. Any dispute arising out of or in relation to this Guarantee shall be settled by litigation exclusively in Mumbai courts.

This Guarantee is executed on \_\_\_ day of \_\_\_\_\_ by the duly authorized signatory of Guarantor.

Yours faithfully,  
For and on behalf of

\_\_\_\_\_  
Authorized official

**ANNEXURE- P 1**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

**PERFORMANCE BANK GUARANTEE**

This Performance Bank Guarantee (hereinafter “**Guarantee**”) is issued by <Name of Bank> (hereinafter “**Guarantor**”, which expression shall mean and include its successors) in favour of **PSB Alliance Private Limited** a company incorporated under the Companies Act, 2013 and having its registered office at 4<sup>th</sup> Floor, “METRO HOUSE”, Mahatma Gandhi Road, Dhobi Talao, Near New Marine Lines, MUMBAI 400 020 (hereinafter referred to as “**Company**”) for and on behalf of [•] (hereinafter referred to as the “**Selected Bidder**”).

**WHEREAS:**

- A.** The Company has issued a Request for Proposal (“**RFP**”) for provision of Doorstep Banking Services (“**Services**”) by Business Correspondents through Doorstep Banking Agents as set out in the RFP reference no. **PSBA/RFP/FOS/2022-23/007** Dated: **27.12.2022**.
- B.** As per the terms of said RFP the Selected Bidder needs to furnish a Bank Guarantee for a sum of Rs. [•]/- (Rupees [•] Only) as Performance Bank Guarantee, for due performance by the Selected Bidder of rendering Doorstep Banking Services, the Guarantor hereby agrees, guarantees and undertakes as follows:
1. To pay the Company a sum of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) on a mere written demand of the Company stating that the said sum of money is due to the Company on account of the breach by the Selected Bidder of the terms and conditions of the RFP/Contract and/or failure to perform any of its obligation.
  2. To pay the sums demanded under this Bank Guarantee without any delay or demur and the demand made by the Company will be conclusive and sufficient proof for the Guarantor as regards the amounts demanded under this Bank Guarantee.
  3. The obligations and the liability of the Guarantor hereunder shall not be affected by (i) any change in constitution or management of the Guarantor; (ii) any dispute raised by Selected Bidder before any court, tribunal or authority; (iii) any variance in terms of the RFP/Contract; (iv) any forbearance, indulgence, extension granted by the Company; (v) any arrangement between the Company and Selected Bidder, which is made with or without the consent and knowledge of the Guarantor; (vi) any change in constitution of the Company or (vii) any such matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of relieving the Guarantor.
  4. The Guarantor will not revoke or alter this Bank Guarantee during its currency without prior written consent of the Company. The Bank Guarantee does not require any further reconfirmation from the Guarantor and shall be valid till dd/mm/yyyy and the Guarantor shall be liable to pay only if a written demand is received on or before dd/mmyyyy. This Guarantee shall be interpreted and be governed by laws of India. Any dispute arising out of or in relation to this Guarantee shall be settled by litigation exclusively in Mumbai courts.

5. This guarantee is not assignable or transferable.
6. Notwithstanding anything contained herein above,
  - a. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (Indian \_\_\_\_\_ Only)
  - b. This Bank Guarantee shall be valid upto dd/mm/yyyy; and last lodgement date of the bank guarantee is dd/mm/yyyy
  - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing at this office by hand, by post or by courier, by close of banking hours, on or before dd/mm/yyyy thereafter the bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.
7. All claims under this bank guarantee will be made payable at <bank's local branch (in India)>
8. This guarantee shall be returned to us immediately upon its expiry. However, we shall be discharged from all liability under this guarantee upon its expiry, whether or not this document has been returned to us.

Notwithstanding anything to the contrary contained hereinabove, any claim arising under this performance bank guarantee shall be lodged by you within a period of three months from the date of expiry of this bank guarantee.

This Guarantee is executed on \_\_\_ day of \_\_\_\_\_ by the duly authorized signatory of Guarantor.

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Authorised Signatory

**ANNEXURE R**

**Minimum Technical Specifications:**

<b>Sr. No.</b>	<b>Parameter</b>	<b>Specification</b>
1.	<b>Processor</b>	32-bit ARM secure processor, Quad- core Cortex A7, A53, 1.3GHz
2.	<b>Operating System</b>	Prolin/ Linux / SmartDroid based on Android (including software)
3.	<b>Memory</b>	512MB FLASH + 256MB DDR RAM, Extended microSD Card Slot up to 32GB/ 128MB Flash, 128MB DDR / 1GB RAM, 8GB ROM
4.	<b>Display</b>	2.8" TFT QVGA 320 x 240 Pixels, Electronic Signature Capture (optional) 5-inch colour display, 1280*720 Pixels
5.	<b>Keypad</b>	10 numeric keys, 3 function keys, 1 Power ON/OFF key
6.	<b>Camera/ Barcode Scanner</b>	0.3MP -5 MP rear Camera, (Optional 0.3MP Scanner, flash) 2 MP Auto Focus FrontCamera with LED Flashlight
7.	<b>Printer (included)</b>	2-inch thermal printer, paper roll: Width: 58mm*Diameter: 40mm
8.	<b>Card Readers</b>	Track1 / 2 / 3, bi-directional, Chip & PIN / NFC Contactless / Magnetic Stripe/ Smart Card Reader - EMV L1 & L2 certified
9.	<b>Card Slots</b>	1x SIM + 2x SAM card slots (optional 2x SIM + 1x SAM card slots)
10.	<b>Communication Configuration</b>	GPRS / WCDMA/ Wi-Fi/ Bluetooth 4.2/5G/ 4G/ 3G/2G
11.	<b>Audio</b>	Speaker
12.	<b>Battery</b>	7.4V 2000mAh, rechargeable Li-ion battery + Reads 1D & 2D Codes
13.	<b>Adapter</b>	Input: 100-240V AC 50/60Hz; Output: 5.0V DC, 2.0A
14.	<b>Peripheral Ports</b>	1 x Micro USB 2.0/ 1 x DC JACK x Micro SD supports upto 32G
15.	<b>Security</b>	MK / SK, Fixed, DUKPT DES, 3DES, RSA. PCI PTS 3.x approved
16.	<b>Environmental</b>	<ul style="list-style-type: none"> <li>• 0°C to 50°C (32°F to 122°F) operating temperature</li> <li>• -10°C to 70°C (14°F to 158°F) storage temperature</li> <li>• 5% to 95% relative humidity, non-condensing</li> </ul>
17.	<b>Physical</b>	Length: 146.9mm/Width: 79mm/ Height: 57mm Length: 150 /Width: 76 / Height: 52mm
18.	<b>Weight</b>	140g – 300g with battery
19.	<b>Fingerprint</b>	Removable fingerprint biometric module, supports fingerprint authorization AS PER ANNEXSURE 1 ATTACHED BELOW.
20.	<b>Docking Base</b>	Configure 1: Charging Only / Configure 2: Multifunctional
21.	<b>Certifications</b>	<ul style="list-style-type: none"> <li>• PCI PTS 5.x &amp; SRED</li> <li>• EMV L1 &amp; L2, EMV Contactless L1</li> <li>• Visa Ready &amp; payWave</li> <li>• MasterCard MPOS, Paypass, TQM</li> <li>• American Expresspay</li> <li>• Discover D-PAS</li> <li>• UPI</li> <li>• Ru-pay, BHIM, PhonePe, Gpay</li> </ul>

		<ul style="list-style-type: none"> <li>• PayPal</li> </ul>
<b>22.</b>	<b>Compatibility</b>	Should be Compatible with multiple platforms - iOS / Android / Windows 7 /8/10/11.
<b>23.</b>	<b>Functionalities</b>	<p>Accepts smart card, magnetic stripe card transactions</p> <p>Well designed for comfort and convenience</p> <p>New software architecture to reduce costs</p> <p>In-built admin apps for payment reminders, GST, reports.</p>
<b>24.</b>	<b>COMPLAINCE FOR ALL BIDDERS</b>	<b>COMPLETE AHERENCE WITH AFORESAID SPECIFICATIONS</b>

**ANNEXURE 1**
**Single Fingerprint Scanner**
**Minimum Technical Specifications:**

Sr. No.	Parameters	Specification	Compatibility	Functionalities
1.	Resolution	500 ppi	Should be Compliant to <b>UIDAI Registered Device Level 1</b> UIDAI Aadhaar Registered Device Technical Specification - Version 2.0 (Revision2) Dated: 18h July 2017.	<ul style="list-style-type: none"> <li>* Lightweight and durable design</li> <li>* Captures high-quality fingerprint images</li> <li>* FAP20 - Large active platen area</li> <li>* Embedded FMR extractor and matcher</li> <li>* Encrypted USB communication</li> <li>* Secure boot with RSA signature verification</li> <li>* Finger capture and extraction module in TEE (Trusted Execution Environment)</li> <li>* Secure processor with hardware RSA keystore, Signing, RSA-2048, AES- 256, SHA-256, TRNG</li> <li>* Live Finger Detection Through AI Based Application</li> </ul>
2.	Active Platen Area Gray scale	15.24x20.32mm		
3.	Gray Scale	8-bit, 256 levels		
4.	Interface/Power	USB 2.0/3.0, Data and power		
5.	Operating Temperature	0°to55°C		
6.	Humidity	Condensing		
7.	Weight	60gm		
8.	Dimensions	58x38x27mm		
9.	System Requirement	Windows 7 /8/10,11, Linux, Android		
10.	Certificate	STQC, Registered Device Level 0, FBI-PIV,FCC, CE, ROHS		
11.	IP Rating	<b>IP 54</b>		
12.	Power Requirements	USB 2.0/3.0, allows for easy integration with new or existing applications.		
13.	Applications	<ul style="list-style-type: none"> <li>* Individual verification</li> <li>* Aadhaar authentication</li> <li>* Identification among embedded local set</li> </ul>		
14.	<b>COMPLAINCE FOR ALL BIDDERS</b>	<b>COMPLETE AHERENCE WITH AFORESAID SPECIFICATIONS</b>		