



PSB
Alliance
Transforming Together

EXPRESSION OF INTEREST (EOI)

FOR

FEET ON STREET VENDOR TO PROVIDE DOORSTEP BANKING SERVICES

(EOI Ref. No. PSBA/EOI/FOS/2025-26/229)

Date: 13th June 2025

PSB ALLIANCE PVT. LTD., UNIT 1,3RD FLOOR, VIOS COMMERCIAL TOWER, WADALA EAST, MUMBAI - 400037

PSB Alliance Private Limited (herein after referred to as “Company”) invites Proposals from experienced Vendors (hereinafter also referred to as “Vendor” or “Correspondents”) with proven capabilities in providing Feet on Street Services for Door Step Banking Project. For the purpose of this EOI the Vendor will be entirely responsible for the project including performance, availability and efficiency of the resources.

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| EOI Reference No. | PSBA/EOI/FOS/2025-26/229 |
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| Start Date of Application | 14.06.2025 |
| Last Date for Submission of EOI Proposal | 21.06.2025 |
| Last Date for Submission of Queries | 18.06.2025 |
| Response Date to Proposal | 24.06.2025 |
| Issued By | Manager Operations PSB Alliance Private Limited |
| ===== | |
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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 PSB Alliance Pvt. Ltd., unit 1,3rd floor, VIOS commercial tower, Wadala east, Mumbai - 400037 (hereinafter referred to as the "Company") proposes to extend basic banking services to customers of Banks by providing Doorstep Banking Services ("Services"). This Expression of Interest document ("EOI document" or "EOI") is for selection of Corporate Business Correspondents ("CBCs"), National Business Correspondents ("NBCs"), Business Correspondents ("BC") and Service Providers ("SPs") ("Correspondents"/ "Vendors") who would provide the Feet on Street ("FOS") manpower to carry out the Services across the country for and on behalf of the Banks. The Company currently provides doorstep banking services through 2 of its National Business Correspondents viz. M/s Integra and M/s BLS. Apart from regular doorstep banking services the Company now plans to start offering bulk request services like address verification re-kyc, inoperative account activation etc. In order to ensure the serviceability of the newly introduced services the Company wants to empanel more Vendors at the existing rates.

2. Project Objective

This EOI 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 centers identified by the Company across India.

The Company invites an EOI 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. Scope of Work

The scope of services under this EOI 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 EOI. The Banks/Company intends to extend the Services in Metro / Urban / Semi-Urban / Rural centres identified by it across India. Detailed scope of work is mentioned in Annexure A. Rates shall be shared with Selected Vendors only after duly signing of NDA (Annexure K).

4. Eligibility Criteria

- i. The eligibility criteria for Vendor is mentioned below. Only those Vendors, 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 Covering letter (Annexure B & C). Response received from the Vendors who do not fulfil any of the following eligibility criteria are liable to be rejected.

| S.No. | Criteria | Documents Required |
|-------|---|---|
| 1. | The Vendor/SI should be a company registered under Companies Act, 1956 and Companies Act 2013/ LLP 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. | <p>Average Annual Turnover / Revenue for last 4 financial years (F.Y. 2021-22, 2022-2023, 2023-2024 as per audited Balance Sheet and audited or certified unaudited balance sheet for F.Y. 2024-2025): > Rs. 75 Crores.</p> <p>The Vendor should have a positive Net worth in the last financial year (F.Y. 2024-25).</p> <p>Further, Vendors to note that credentials of the parent company will be considered in case the Vendor is a 100% subsidiary of the parent company.</p> | <p>Copies of the audited balance sheet of the company showing turnover of the company for financial years (2021-22, 2022-23, 2023-24 & audited or certified unaudited balance sheet for F.Y. 2024-25) 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. (Annexure D)</p> |

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| 3. | <p>Vendor/Parent Company of the Vendor/Promoter(s) of the Vendor 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 EOI. 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 EOI, 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 Vendor(s) letter head should be submitted. (Annexure- E)</p> |
| 4. | <p>The Vendor 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 in at least 12 states or above as per Annexure H attached as a separate sheet, as on the date of submission of the response.</p> | <p>Self-declaration along with Copy of Letter from Vendor/ Agreement with the client is to be submitted; and</p> <p>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.</p> |

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| 5. | The Vendor 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. |
| 6. | The Vendor on their roles should at least have 1000 employees (Including Agents / supervisors/Business Correspondent). Excluding Trainees | Letter of confirmation (self-certified letter) highlighting number of employees, job roll wise bifurcation duly signed by the authorized signatory. |
| 7. | The Vendor 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 submission of EOI. | Vendor should specifically confirm on their letter head in this regard. |
| 8. | The Vendor should agree to the terms and conditions of Service Level Agreement to execute a contract with the Company. | Vendor should specifically confirm on their letter head in this regard. |
| 9. | Vendor 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 Vendor has to be submitted (Annexure- G) |
| 10. | The Vendor should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/Licenses | A copy of PAN/TAN/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. Vendor 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 Vendors independently. Any decision of Company in this regard shall be final, conclusive and binding upon the Vendor.

- iv. The Vendor may highlight the noteworthy/superior features of their Services.

4.1. Application fees & Bank Guarantee

All Vendors will have to submit the following and only those proposals with the application fee will be considered for Eligibility Criteria Selection:

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| 1. | Application fees of INR 10,000/- Non-Refundable | The application can be downloaded from PSB Alliance Private Limited website at https://www.psballiance.com/tenders-and-notice.html The application fee of Rs. 10,000/- is to be submitted along with the EOI response by way of demand draft from a Scheduled commercial bank in India favouring “PSB Alliance Private Limited” payable at Mumbai. The EOI application fee is non-refundable. |
| 2. | PBG of INR 5,00,000/- (Rupees Five Lakhs Only) | Selected Vendors should provide Performance Bank Guarantee favoring “PSB Alliance Private Limited” from a Scheduled Commercial Bank in India (as per the format provided in the Annexure-H). The validity period of the PBG will start from the date of issuance of PBG by guarantor bank to the Vendor till 22 nd December 2026 (“ Validity Period ”). The claim period of the PBG is 6 months from the date of expiry of the Validity Period (“ Claim Period ”). |

4.2- Important Instructions

1. The Vendor should ensure submission of all the required documents in support of eligibility criteria.
2. As and when necessary, Vendors should extend the validity of PBG.
3. All Selected Vendors will need to enter a contract with the Company.

4.3- Disclaimer

- i. The information contained in this EOI or information provided subsequently to Vendor(s) whether verbally or in written form/email by or on behalf of the Company, is subject to the terms and conditions set out in this EOI.
- ii. This EOI is not an offer, but an invitation to receive responses from the eligible Vendor(s). No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by the duly authorized official(s) of the Banks, Company with the Selected Vendor(s).

- iii. The purpose of this EOI is to provide the Vendor(s) with information to assist in preparation of their applications/Proposals. This EOI does not claim to contain all the information each Vendor(s) may require. Each Vendor(s) should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI 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 EOI.
- 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI 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 EOI.
- vi. The applicant is expected to examine all instructions, forms, terms and specifications in this EOI. Failure to furnish all information required under this EOI or to submit an application not substantially responsive to this EOI in all respect will be at the Vendor(s) risk and may result in rejection of the applications/Proposals.
- vii. The issue of this EOI does not imply that the Banks/Company is bound to select a Vendor(s) or to award the contract to the Selected Vendor(s) and the Banks/Company reserves the right to reject all or any of the applications or Vendor(s) without assigning any reason whatsoever before issuance of work order and/or its acceptance thereof by the successful applicant as defined in this EOI.
- viii. Vendor(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 EOI process without incurring any liability or obligations on the Company. The Company also reserves the right to re-issue the EOI 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 EOI document. The Banks/Company also reserves the right to not shortlist or appoint any or all Correspondents in respect of the services under this EOI without assigning any reasons, whatsoever.

- x. The Banks/Company may at their sole discretion, independently engage any Service Provider or Business Correspondent outside this EOI for providing Doorstep Banking Services, either in part or in full. The Company's decision in this regard will be considered final.

5. Terms of Reference

1. Definitions:

Unless specifically defined elsewhere in the EOI, 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.
- vi. **"Vendor" or "Correspondents"** means an eligible entity/firm submitting the application in response to this EOI.
- vii. **"Contract" or "Service Level Agreement" or "SLA"** means the agreement entered into between the Bank, the Company and the Selected Correspondents/ Selected Vendors, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- vii. **"Selected Correspondents" or "Selected Vendors"** means the Correspondents/Vendors whose application is found to be responsive and eligible, as per terms and conditions of this EOI, and to whom notification of award has been given by Company.
- viii. **"The Price"** means the price payable to the Selected Vendors under the Contract for providing services to Banks Customers for the performance of its contractual obligations.
- ix. **"Services"** means all services, scope of work as given under Annexure A and deliverables to be provided by a Vendor as described in the EOI and include other obligation of the Selected Vendor covered under this EOI.
- x. **"PBG"** means Performance Bank Guarantee that Selected Vendor should provide to the Company as per terms and conditions of EOI.

2. Conditions:

1. The Vendor should take overall responsibility for all the deliverables as part of this EOI response.
2. The Vendors have to comply with the Eligibility Criteria & list of supporting documents mentioned in the EOI.
3. The Vendor also needs to provide:
 - Client contact details i.e., Person Name, Contact Numbers, e-mail and year of providing consultancy services. Company may take the feedback from the references as per Company's discretion.
 - The Vendor experience gained by doing sub-contracting work and/or by providing manpower will not be considered as valid experience.
4. The Vendor must furnish the names and details of the vendor by whom the project will be carried out.
5. The Vendor will be the single point of contact/reference to the Company.
6. The Vendor for this EOI can submit only one response.
7. The Vendor should submit a detailed summary of the understanding of the Company's requirements as per this EOI, vendor's capabilities including past experience & methodology of implementation (Max.10 Pages).

6. General Terms & Conditions

1. Only those applications where EOI application fee is paid and PBG is furnished as required and as per the procedure alone will be taken up for selection.
2. Only the Vendors who have complied with the Eligibility Criteria (**Section 4** Eligibility Criteria table) will be shortlisted & called for presentation.
3. The Company reserves the right to accept / reject any or all Proposals to EOI received in response to this advertisement without assigning any reasons, whatsoever at any stage of the process without any liability whatsoever.
4. Company reserves the right to remove any shortlisted Vendor or all shortlisted Vendors without assigning any reason whatsoever. The decision taken by the Company shall be final and no representation or correspondence in this regard shall be entertained.

5. By responding to the EOI, the Vendors are stating unconditional acceptance of the terms and conditions as laid out by the Company in the EOI.
6. EOI responses received after the deadline at the address mentioned will not be accepted by PSB Alliance and hence Vendors are advised to submit their responses within the stipulated time and no excuses / reasons for delay will be accepted by the Company
7. Company will notify the Respondents in writing about the outcome of the EOI process, including whether the Respondent's EOI response has been accepted or rejected. Company is not obliged to provide any reasons for any such acceptance or rejection.
8. Any form of canvassing/lobbying/influence/query regarding shortlisting, status etc. may lead to a disqualification of the Vendor.
9. The Company reserves the right to vary the time frame at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Any variation in time frame shall be displayed on the website of the company.
10. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Company reserves the right to change the aforementioned timelines.
11. Unless expressly overridden by the specific agreement to be entered into between the Company and the Vendor, the EOI document shall be the governing document for arrangement between the Company and the Vendor in the interim.
12. Preliminary Scrutiny – The Company will scrutinize the EOI response to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Company may, at its discretion, waive any minor non-conformity or any minor deficiency in the EOI response. This shall be binding on all Vendor's and the Company reserves the right for such waivers and the Company's decision in the matter will be final.
13. Clarification of EOI response – To assist in the scrutiny of eligibility criteria, the Company may, at its discretion, seek from all or any Vendor's for clarification. The Company has the right to disqualify the Vendors whose clarification is found not suitable to the proposed project.
14. Erasures or Alterations – The EOI response containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the EOI response.
15. If the Company is not satisfied with any of term and conditions and provisions in the proposal as specified in the EOI document and observes major deviations, the Vendor will have to submit the clarification within 3 working days from the day it was conveyed to the Vendor regarding the same.
16. The Company reserves its right to modify, clarify or elaborate any clause, or portion of this EOI, or terms and conditions given in this EOI in the event a need is felt for the same to bring clarity about the purpose of this EOI, or to remove /clarify any doubt, discrepancy or clerical error in this EOI and decision of the Company shall be final and binding on all concerned.

7. PURCHASE PRICE

- i. The applicable TDS will be deducted at the time of payment of invoices.

- ii. 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.
- iii. The vendor will pass on to the Company, all fiscal benefits arising out of reductions, if any, in Government levies.
- iv. Rates offered to Selected Vendors for the services as mentioned in (“**Scope of Work**”) of this EOI shall be shared with Selected Vendor only after signing of Non-Disclosure Agreement.

8. SCHEDULE OF IMPLEMENTATION

The selected Vendors have to provide the manpower in the centres as per Scope of Work (“**SOW**”) mentioned herein above within two weeks from the signing of SLA.

9. MANPOWER, TRAINING AND MONITORING OF SERVICES

- i. Selected Vendors shall onboard sufficient number of people/ agents on the pin codes and shall provide as per demand by the Company without any delay. There should not be any delay in the service for want of Agents. Supervisors shall be posted at different levels for monitoring and timely delivery of services by agents.
- ii. The Selected Vendors to carry Due Diligence while 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 Vendors 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 Selected Vendor and it will then be the responsibility of these trained trainers to impart training to the field staff.
- v. Agents recruited by Selected Vendors should have good knowledge /experience of handling important data/ instrument/documents. Cost of the same shall be borne by Vendor.
- vi. Manpower management is entirely responsibility of the Selected Vendors. Necessary insurance of the Agent / Cash / Logistic has to be obtained by the Selected Vendors.
- vii. Vehicles shall be arranged by Selected Vendors themselves for providing Services.
- viii. Selected vendor should provide smartphone/mobile with internet facility, finger print scanner and m-pos or any other device to agent, as deem necessary for providing bulk services to the customer.
- ix. All the deployed resources/agents should be minimum qualification of (10+2), having Aadhar card and PAN card (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 Vendors 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 EOI during the support period at the locations as and when required by the Banks/Company.
- xiii. Selected Vendors support staff should be well trained to effectively handle queries raised by the customers/employees of the Company.
- xiv. The Selected Vendor should be able to create a central monitoring facility which will monitor delivery of all financial transaction and/ or non-financial/Bulk specialised services transaction by Agents. They shall also ensure that services are attended within the stipulated time or as advised by the Customer. Management information system ("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 Selected Vendor will need to ensure all observations pointed out by the Company are immediately

rectified and reported back by the Selected Vendor for compliance to the Company. The Company will not make any additional payments for compliance to such inspection / audit observations.

10. OTHERS

- i. Following documents of the Agents shall be furnished by the Selected Vendor 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 issued by the employer
 - e. Agreement with the Vendor and Agent clearly spelling the terms and conditions, scope of work, ethics of service delivery and remuneration structure.
- ii. Selected Vendor shall immediately inform the Company and the customer upon any change in the Doorstep Banking Agent responsible for Service delivery.
- iii. The EOI is for engagement of Vendor, purely on contractual basis and there won't be any employee employer relationship between Vendor/ partners/ any Agent and Company.
- iv. The Selected Vendor shall execute Non-Disclosure Agreement on its own behalf as well as all partners/ employees / Agents etc.
- v. The Selected Vendor 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 Vendor shall be verified by Company's CISO and Correspondents shall be agreeable to change the system subject to the satisfaction of the Company.

11. ORDER DETAILS:

- i. The EOI is being published by the Company on website at <https://www.psballiance.com/tenders-and-notices.html> to engage the Correspondents for provision of Services through Agents. 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.

Terms of payment indicated in the Contract, issued by the Company to the Selected Vendors, will be final and binding on the Vendors 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 Vendor 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 Vendor. Vendor should ensure that the project timeline should not suffer for this reason."

12. PENALTY CLAUSE:

- i. The Selected Vendors 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 Vendor 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 Vendor 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 Vendor.
- v. Selected vendors should ensure compliance of Do's and Don'ts by agent as specified by company.
- vi. Company may recover such amount of penalty from any payment being released to the selected Vendor, irrespective of the fact whether such payment is related to this Contract or otherwise.
- vii. Vendor to note that in cases where the service is delayed by the Agent by reaching the customer/branch late and the service request is not serviced/ completed, penalty will be imposed and no service charge will be paid for that particular request to the Vendor/ Agent.
- viii. 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% | 1.5% 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. |
|--|--|--|---|

13. SHORTLISTING PROCEDURE

1. Only those Vendors who are eligible as per Section 4 Eligibility criteria will be taken forward. Vendors who comply to and meet the requirements as stated in the eligibility criteria will be considered for further shortlisting/ empanelment. Vendors must submit their response as per the format and with documents as per eligibility criteria.
2. All the eligible Vendors are required to participate in the discussions and make demonstration / presentations of their understanding of the requirements, credentials and services. The presentation, materials etc. presented/submitted before the Company will become the property of the Company.
3. If at any time it is found that information provided in the response for shortlisting is false / incorrect, the Company may at its discretion disqualify such Vendor/s from the shortlist without giving any notice.

14. INVITATION TO APPLICATION:

- i. The Company has issued the EOI for provision of Services through Correspondents empanelled with the Banks/NBFC's ("**Application**").
- 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 SOW mentioned in this EOI document.
- iii. The Correspondents meeting the eligibility criteria will be shortlisted
- iv. The interested Vendors who agree to all the terms and conditions contained in this EOI may submit their application with the information desired in this EOI.
- v. Address for submission of Application, contact details including email address for sending communications are given in of this EOI document.
- vi. The purpose behind this EOI is to seek a proposal for procurement of the Services as desired in this document.
- vii. This EOI document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

- viii. Interested Vendors are advised to go through the entire document before submission of Application to avoid any chance of elimination. The eligible Vendors desirous of providing Services to the Banks/Company are invited to submit proposal in response to this EOI. The criteria and the actual process of selection of the successful Vendor will be as per the process laid out in the EOI. This EOI seeks proposal from Vendors who have the necessary experience, capability & expertise to provide the proposed Services adhering to Company's requirements outlined in this EOI.

15. APPLICATION DOCUMENT

- i. The Application document can be downloaded from the Company's official website www.psballiance.com.
- ii. A non-refundable Tender Application fee of Rs. 10,000/- is to be submitted on or before the Application response submission by way of a Demand Draft from a Scheduled commercial bank in India favouring "*PSB Alliance Private Limited*" payable at Mumbai -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 Vendors. The Company reserves the right to accept or reject any Application in part or in full, and to cancel the Application process and reject all Application at any time prior to contract award, without thereby incurring any liability to the affected Vendor(s) or any obligation to inform the affected Vendor(s) of the grounds for Company's action. During the Scrutiny process at any stage if it is found that the Vendor does not meet the eligibility criteria or has submitted false / incorrect information the Application will be rejected summarily by the Company.

16. CLARIFICATION AND AMENDMENTS ON EOI/PRE-APPLICATION MEETING

- i. The clarifications/ queries for the Pre-application Meeting should reach Company by email on or before the date mentioned in the in the EOI Document to vendormgmt@psballiance.com . It may be noted that no query from any Vendor shall be entertained or received after the mentioned date. Queries raised by the prospective Vendors and the Company's response will be hosted on the Company's website under Tender Section or conveyed to the Vendors.
- ii. The Company reserves the right to amend, rescind or reissue the EOI, at any time prior to the deadline for submission of Applications. The Company, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Vendor, may modify the application Document, by amendment which will be made available to the Vendors by way of corrigendum/addendum. Such amendments/clarifications, if any, issued by the Company will be binding on the participating Vendors. The Company will not take any responsibility for any such omissions by the Vendor. The Company, at its own discretion, may extend the deadline for

submission of Applications in order to allow prospective Vendors a reasonable time to prepare the Application, for taking the amendment into account. Nothing in this EOI or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Vendors from forming their own opinions and conclusions in respect of the matters addresses in this EOI or any addenda/corrigenda or clarifications issued in connection thereto.

- iii. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the EOI 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.

17. CONTENTS OF APPLICATION DOCUMENTS

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

The information provided by the Vendors in response to this EOI will become the property of the Company and will not be returned. Incomplete information in Application document may lead to non-consideration of the proposal.

18. COMPANY'S RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATION

- i. The Company reserves the right to accept or reject any Application in part or in full or to cancel the application process and reject all Application at any time prior to contract award, without incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the grounds for the Company's action.

- ii. The Application 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 EOI.
 - c. It is received after expiry of the due date and time stipulated for Application submission.
 - d. Incomplete Application, including non-submission or non-furnishing of requisite documents/application tender fees / EMD in form of BG / Conditional Application/ incorrect information in application / Application not conforming to the terms and conditions stipulated in this EOI are liable for rejection by the Company.
 - e. Vendor should comply with all the points mentioned in the EOI. Non-compliance of any point will lead to rejection of the Application.
 - f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification

19. CONFIDENTIALITY

- i. The EOI document is confidential and is not to be reproduced, transmitted, or made available by the Vendor to any other party. Company may update or revise the EOI document or any part of it and the same will be hosted on Company's website. The Vendor 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. Vendor 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 Vendor by the Company in connection with the performance of obligations of Vendor 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 Vendor 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 Vendor of this section, monetary damages may not be an adequate remedy; therefore, Company shall be entitled to injunctive relief to restrain Vendor 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.

20. CONFLICT OF INTEREST

- i. Vendor shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the application Process. Any Vendor 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 Application Security and/or Performance Bank 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 Vendor’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Company under the application Documents and/ or the Concession Agreement or otherwise.

Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest affecting the application Process, if:

- a. the Vendor, its Member or Associate (or any constituent thereof) and any other Vendor, 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 Vendor, 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 Vendor, Member or Associate, as the case may be) in the other Vendor, 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 2(39) 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 Vendor is also a constituent of another Vendor; or
 - c. such Vendor, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Vendor, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Vendor, its member or any Associate thereof; or
 - d. such Vendor has the same legal representative for purposes of this Application as any other Vendor; or
 - e. such Vendor, or any Associate thereof, has a relationship with another Vendor, 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 Application of either or each other; or
 - f. such Vendor 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 EOI.
- ii. The Vendor will not disclose or discuss the contents of the EOI 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.

21. COSTS BORNE BY VENDORS

The participating Vendors shall bear all the costs associated with or relating to the preparation and submission of their Application 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 Application. The Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Vendor regardless of the conduct or outcome of the application process.

22. NO LEGAL RELATIONSHIP

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

23. ERRORS AND OMISSIONS

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

24. ACCEPTANCE OF TERMS

A Vendor will, by responding to Company EOI, be deemed to have accepted the terms as stated in the EOI. Failure of the successful Vendor to agree with the Terms & Conditions of the EOI shall constitute sufficient ground for annulment of the award, in which event; the Company may cancel the EOI process and may call for new proposals from the interested Vendors.

25. EOI RESPONSE

- i. If the response to this EOI does not include the information required or is incomplete or submission is through e-mail, the response to the EOI is liable to be rejected.
- ii. All submissions will become the property of the Company. Vendors shall be deemed to license, and grant all rights to the Company to reproduce the whole or any portion of their submission, to disclose the contents of the submission to other Vendors who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting EOI 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 Vendor in response to the EOI. In no circumstances will the Company make any additional payments to the Vendor for their assumptions / deviations / exclusions as per annexure I.
- iv. Response to the EOI application from vendor will be sent on 24.06.205.

26. NOTIFICATION

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

27. APPLICATION INTEGRITY:

Wilful misrepresentation of any fact within the Application 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 Vendors may be required to disclose the contents of submission to other Vendors and to disclose and/ or use the contents of submission as the basis for EOI process as directed by the Company.

28. CONTRACT/SLA AMENDMENTS:

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

29. AUTHORIZED SIGNATORY

The Selected Vendors 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 Vendors 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 Vendors shall furnish proof of signature identification for above purposes as required by the Company.

30. SERVICE LEVEL AGREEMENT (SLA)

The Selected Vendor will be required to sign the Service Level Agreement (“**SLA**” or “**Contract**”) with Company/Banks covering all terms and conditions of this EOI 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 starting from the date of execution of SLA till 22 December 2026, or mutually agreed extended contract period, if any between Company and Selected Vendor. The performance of the Selected Vendor shall be reviewed every quarter. Non- compliance of and terms and conditions by the Vendor is liable for rejection. The Company reserves the right to terminate the Contract.

31. 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 Selected Vendors 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 Selected Vendors to make any variation without prejudice to the Contract. The finally selected Vendors 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 Vendor, 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 Selected Vendors to make such other modified variation without prejudice to the Contract. The finally

Selected Vendor 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 Selected Vendor'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 Selected Vendor 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 Vendors, 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 Vendor(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.

32. NO WAIVER OF COMPANY RIGHTS OR SELECTED VENDOR'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 Vendor(s), or relieve the finally selected Vendor(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 Vendor(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 Selected Vendors against Company.

33. LIMITATION OF LIABILITY:

- i. For breach of any obligation mentioned in this EOI, 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 EOI for an amount not exceeding 2 times of the total fees paid to the Correspondents or the Security Deposit / performance bank 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.

Any claim/ damages/penalties/fines in respect of aforesaid shall be borne by the Correspondents on actual basis.

34. COMPLIANCE WITH ALL APPLICABLE LAWS

Selected Vendors 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.

35. SOLICITATION OF EMPLOYEES

The Company and the Vendor 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.

36. COMPLIANCE IN OBTAINING APPROVALS/PERMISSIONS/LICENSES:

- i. The Selected Vendor 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 Central Government Minimum Wages Act, 1948; 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.

37. RIGHT TO AUDIT

- i. The Selected Vendors 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 Vendor in conjunction with the services provided to the Company.
- iv. Further, the Vendor 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 Vendor. The Vendor 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.

38. PAYMENT TERMS AND PAYING AUTHORITY

- i. The invoice raised by the Selected Vendors would be payable by the Company on receipt of invoice along with supporting MIS. Payment will be effective as per the terms of the SLA. The invoice 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 invoice, the Correspondents has to confirm that payment to employees/agents/Agents engaged in Doorstep Banking Service activity has been made in conformity with Central Government Minimum Wages Act, 1948. Final payment shall be released subject to deductions of penalties, if any.
- ii. Minimum wages: The Vendors 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, 1948. A declaration to this effect has to be submitted by the Vendor while responding to this EOI (Annexure-J). The Vendor 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.

39. INSURANCE

The selected Vendor 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 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.

40. INDEMNITY

- i. Selected Vendor 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 Vendor 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 EOI or SLA to be executed.
- iii. Selected Vendor 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 Vendor 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 Vendor 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 EOI 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 Vendor 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 Vendor'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 Vendors 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 Agent's breach of any terms of EOI, 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.

41. INDEPENDENT CORRESPONDENTS

- i. Selected Vendor 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 Vendor 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 Vendor'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 Vendor shall be employed solely by the Vendor and governed by terms of the Vendor's employment and the selected Vendor 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 Vendor.
- iii. Selected Vendor shall be responsible for managing the activities of the personnel or agents/supervisors and will be accountable for both. Selected Vendor 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 Vendor, for any assignment under the Contract. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of Vendor shall be paid by Vendor 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 Vendor 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 Vendor's employees, agents, Agents etc. However, the Vendor 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.

42. 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 EOI document).

43. 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-H of this EOI.

44. 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 vehicle insurance for agents.
- 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 Vendor 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 Vendor 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.

45. PRIVACY & SECURITY SAFEGUARDS

Selected Vendor 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 Vendor under this Contract or existing at any Company location. Selected Vendor 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 Vendor 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 Vendor under this Contract or existing at any Banks/Company location.

46. 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 EOI, details of which will be shared with the finally selected Vendor. 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.

47. 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 5,00,000/-, if the Correspondents fails to sign the Contract within 30 working days or fails to commence operations at the respective centres within 30 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 vendor 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.

48. RIGHT TO INCORPORATE CHANGES

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

49. 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 Vendor 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 Vendor 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 Application Security/ Fixed Deposit given by the Selected Vendor.

In case a Vendor 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 vendors to take up the services of the outgoing Vendor at rates not higher than the current rates through a closed commercial Application offer; or
2. Float an open EOI inviting fresh Application for the Services of the outgoing Vendor.

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

50. FRAUD & CORRUPT PRACTICES

- i. The Vendor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the application Process. Notwithstanding anything to the contrary contained herein, the Banks/Company shall reject an Application without being liable in any manner whatsoever to the Vendor if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/ undesirable or restrictive practices in the application Process.
- ii. Without prejudice to the rights of the Banks/Company under Clause 48 (i) hereinabove, if a Vendor 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 application process, such Vendor shall not be eligible to participate in any EOI/EOI 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 application 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 application process or the Letter of Authority, EOI 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 application process); or
 - B. engaging in any manner whatsoever, whether during the application 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 EOI 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 EOI;
 - b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the application 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 application 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 application Process; or (ii) having a Conflict of Interest; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the application process.

51. 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 EOI/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 EOI and shall also support the orderly transition to another service provider or to the Banks/Company.
- 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. 5,00,000/- whichever is higher as provided in EOI) 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.

52. 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.

53. 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.

54. FORCE MAJEURE

- i. Notwithstanding the provisions of terms and conditions contained in this EOI, the Correspondents shall not be liable for forfeiture of its performance bank 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.

55. 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.

56. JURISDICTION

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.

57. 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 Application 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 SLA as a result of this EOI process shall be borne by the Selected Correspondents.

58. 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.

59. 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.

Annexures:

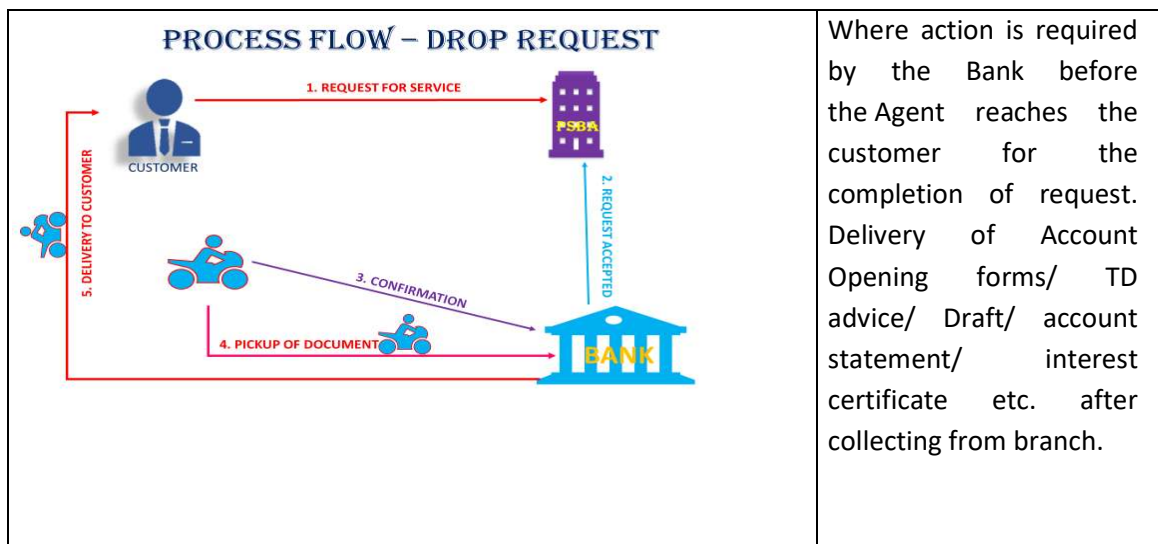
Annexure A

(Scope of Work)

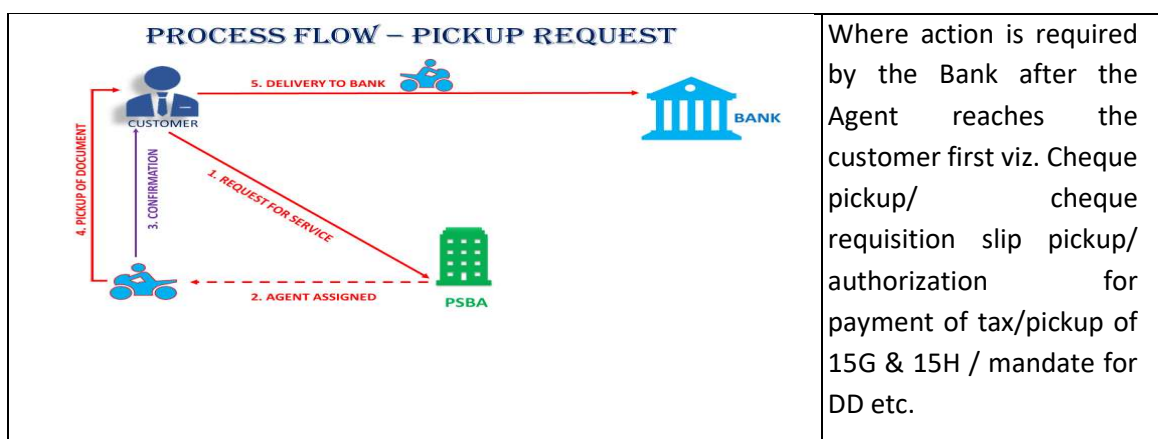
A. Types of Requests to be handled by the Correspondents through the Door Step Banking Application:

1. Non-Financial Transactions

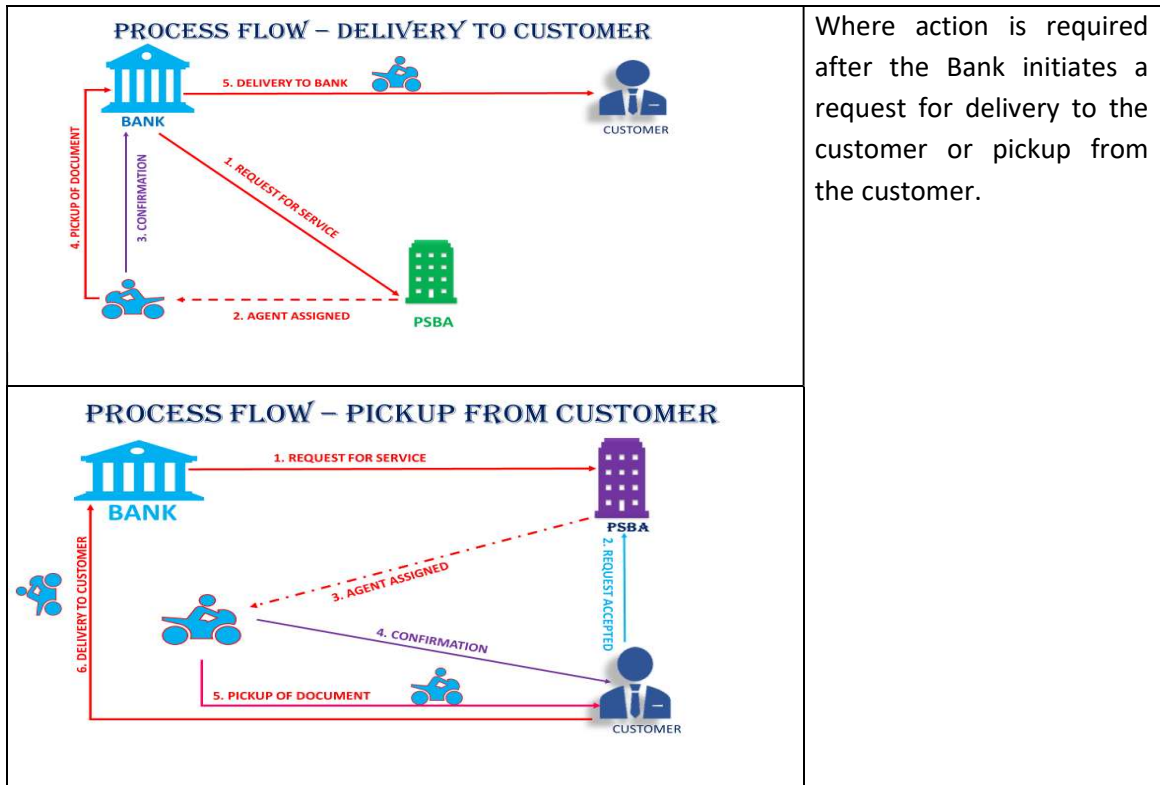
i. Customer initiated Drop-Service Request



ii. Customer initiated Pickup-Service Request

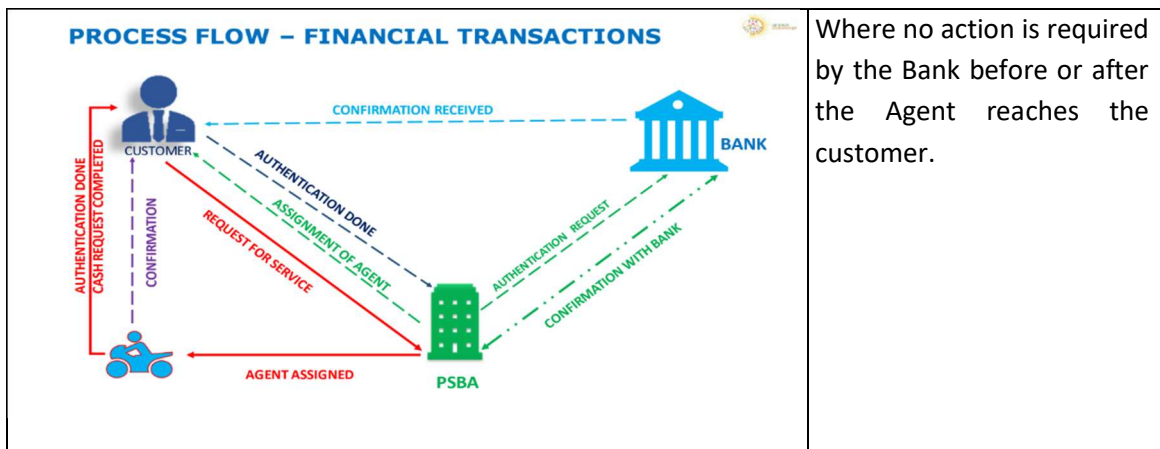


iii. Bank Initiated Request



2. Financial Transactions

Cash Deposit/Cash Withdrawal



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)

| # | Service Name | Service Type | Service Category |
|----|---|--------------|------------------|
| 1 | Deposit using Aadhaar | Cash | Financial |
| 2 | Deposit using Debit Card | Cash | Financial |
| 3 | Withdrawal using Aadhaar | Cash | Financial |
| 4 | Withdrawal using Debit Card | Cash | Financial |
| 5 | Account Opening form | Delivery | Non-financial |
| 6 | Delivery of Pay Orders | Delivery | Non-Financial |
| 7 | Demand Draft | Delivery | Non-Financial |
| 8 | Deposit Interest Certificate | Delivery | Non-financial |
| 9 | Insurance & Mutual Fund Application | Delivery | Non-financial |
| 10 | Loan Application | Delivery | Non-financial |
| 11 | Locker Agreement | Delivery | Non-financial |
| 12 | Non-Personalized Cheque Book | Delivery | Non-Financial |
| 13 | Prepaid Instrument/Gift card | Delivery | Non-Financial |
| 14 | Request for Account Statement | Delivery | Non-Financial |
| 15 | Small Savings Scheme Account Opening Form | Delivery | Non-financial |
| 16 | TDS/Form16 Certificate | Delivery | Non-Financial |
| 17 | Term Deposit Receipt | Delivery | Non-Financial |
| 18 | Wealth Services | Delivery | Non-financial |
| 19 | 15G Forms | Pickup | Non-Financial |
| 20 | 15H Forms | Pickup | Non-Financial |
| 21 | Account Opening Form | Pickup | Non-financial |
| 22 | Add/Edit/Cancel Nominee Form | Pickup | Non-Financial |
| 23 | Cheque Book Requisition Slip | Pickup | Non-Financial |
| 24 | Demand Draft | Pickup | Non-Financial |
| 25 | Fund Transfer | Pickup | Non-Financial |
| 26 | GST Challan | Pickup | Non-Financial |
| 27 | Insurance & Mutual Fund Application | Pickup | Non-financial |
| 28 | Insurance Policy Copy | Pickup | Non-financial |
| 29 | IT Challan | Pickup | Non-Financial |
| 30 | Loan Application & Documents | Pickup | Non-financial |
| 31 | Locker Agreement | Pickup | Non-financial |
| 32 | Pay Orders | Pickup | Non-Financial |
| 33 | Pickup Cheque | Pickup | Non-Financial |
| 34 | Quarterly Information System Report for Stock Audit | Pickup | Non-financial |

| | | | |
|----|---|----------|---------------|
| 35 | Small Savings Scheme Account Opening Form | Pickup | Non-financial |
| 36 | Standing Instructions | Pickup | Non-Financial |
| 37 | Stock Statement | Pickup | Non-financial |
| 38 | Wealth Services | Pickup | Non-financial |
| 39 | Life Certificate Request | Special | Others |
| 40 | Pickup of Any document | Pickup | Non-financial |
| 41 | Delivery of Any document | Delivery | Non-financial |

b. Any new product/services introduced by the Company from time to time and Bulk Services like Assisted Re-KYC, e-Nomination, Inoperative to Operative, Customer Point Verification, DEAF account activation, or any other services required by Banks.

c. The services may be added/ amended as per Company's requirement or change in business scenario during the Selection process.

d. 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.

e. 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.

f. 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 starting from the date of execution of SLA till 22 December 2026, or mutually agreed extended contract period, if any between Company and Selected Vendor.
- ii. The Selected vendors 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 vendor will need to provide services to any such newly opened / changed / modified centres.

- iv. In the event the services of a particular Selected Vendor are not satisfactory then the Company reserves the right to terminate the Services of such a Selected Vendor and assign the regions to another Selected Vendor willing to take up the additional regions.
- v. The Selected Vendors 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 L and Annexure 1 – 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor 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 Vendors 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 EOI for the Vendors. However, the Company will only interact with the Vendor and hold the Vendor accountable for the scope adherence to SLA's, payments, and delivery of Services to the Company.

E. Other Important Points

- i. The Vendor 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 Vendor in the system.
- iii. Vendor 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. Vendor will need to integrate their agent on-boarding systems with the new DSB Application built by the Company.

Annexure B – Checklist Document for Eligibility Criteria on letter head

| SI No | Criteria | Documents Required | Compliance (Y/N) |
|-------|--|--|------------------|
| 1. | The Vendor/SI should be a company registered under Companies Act, 1956 and Companies Act 2013 / LLP 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. | <p>Average Annual Turnover / Revenue for last 4 financial years (F.Y. 2021-22, 2022-2023, 2023-2024 as per audited Balance Sheet and audited or certified unaudited balance sheet for F.Y. 2024-2025) as per audited Balance Sheet and : > Rs. 75 Crores.</p> <p>The Vendor should have a positive Net worth in the last financial year (F.Y. 2024-25).</p> <p>Further, Vendors to note that credentials of the parent company will be considered in case the Vendor is a</p> | <p>Copies of the audited balance sheet of the company showing turnover of the company for the financial years 2021-22, 2022-23 & 2023-24 & audited or certified unaudited balance sheet for F.Y. 2024-25 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. (Annexure D)</p> | |

| | | | |
|----|---|---|--|
| | 100% subsidiary of the parent company. | | |
| 3. | <p>Vendor/Parent Company of the Vendor/Promoter(s) of the Vendor 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 EOI. 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 EOI, 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> | Self-declaration to this effect on the Vendor(s) letter head should be submitted. (Annexure- E) | |
| 4. | The Vendor should be in business of providing Business Correspondent or Banking Agent or Doorstep Banking Services for Scheduled commercial banks / Financial Institutions / NBFC's | Self-declaration along with Copy of Letter from Vendor/ Agreement with the client is to be submitted; and | |

| | | | |
|----|---|--|--|
| | for at least 3 years in at least 12 states or above as per Annexure H attached as a separate sheet, as on the date of submission of the response. | 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. | |
| 5. | The Vendor 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. | |
| 6. | The Vendor on their roles should at least have 1000 employees (Including Agents / supervisors/Business Correspondents). Excluding Trainees | Letter of confirmation (self-certified letter) highlighting number of employees, job roll wise bifurcation duly signed by the authorized signatory. | |
| 7. | The Vendor 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 submission of EOI. | Vendor should specifically confirm on their letter head in this regard. | |
| 8. | The Vendor should agree to the terms and conditions of Service Level Agreement to execute a contract with the Company. | Vendor should specifically confirm on their letter head in this regard. | |
| 9. | Vendor should submit an Under-taking regarding compliance of all Laws, Rules, Regulations, Bye-Laws, | An undertaking on the letterhead of the Vendor has | |

| | | | |
|-----|--|---|--|
| | Guidelines, Notifications existing as on date or to be issued from time to time by statutory/ regulatory bodies etc. | to be submitted (Annexure-G) | |
| 10. | The Vendor should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/Licenses | A copy of PAN/TAN/ /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. | |

ANNEXURE - C

(EOI offer forwarding letter)

To,
The Vendor Management Officer,
PSB Alliance Private Limited,
Unit 1, 3rd Floor,
VIOS Commercial Tower,
Wadala East, Mumbai 400037

Dear Sir / Madam,

EOI FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS. EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 Dated: 13.06.2025 .

- 1.The EOI application fee of INR 10,000/- (Rupees Thirty Thousand only) by way of DD.
- 2.In the event of acceptance of our Eligibility 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. 5,00,000 (Rupees Five Lacs only) for Metro and Urban, Rural and semi-rural centres 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 EOI and our offer shall remain valid upto 18/06/2025 and it remain binding upon us which may be accepted by the Company any time before expiry.

5.Until a formal contract is executed, this application 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 any offer the Company may receive. We also certify that we/our parent company/our promoters have not been blacklisted by any PSU Company/IBA/RBI during the last five years and also at the time of submission of this application.

Yours faithfully,

For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

ANNEXURE – D

EOI for Selection of Business Correspondents for Provision of Doorstep Banking Services through Doorstep Banking Agents

EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 Dated: 13.06.2025

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 F.Y. 2021-22, 2022-23, 2023-24 & audited or certified unaudited financial statement for F.Y. 2024-25.

| Financial Year | Net Profit/Loss (in Rs.) | Net Worth (in Rs.) |
|----------------|--------------------------|--------------------|
| 2021-22 | | |
| 2022-23 | | |
| 2023-24 | | |
| 2024-25 | | |

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company

ANNEXURE– E

UNDERTAKING TO BE GIVEN ON THE LETTERHEAD BY THE VENDOR TO ABIDE BY ALL TERMS AND CONDITIONS/NON-BLACKLISTING

To,
The Vendor Management Officer,
PSB Alliance Private Limited,
4 th Floor, VIOS Commercial Tower,
Wadala East,
Mumbai
MUMBAI 400 037

Dear Sir / Madam

EOI FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 DATED: 13.06.2025.

- i We, M/s [•], the undersigned, hereby confirm that we have read and understood the eligibility criteria as given under EOI and will fulfil the same.
- ii We further confirm that all the information as per requirement of the Company have been included in our application 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 application.

- 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 – F

General Details of the vendor

[On Vendor's letter head]

A. Profile of Vendor

1. Name of vendor:

- Location Regd. Office:
 Controlling Office:
- Constitution
- Date of incorporation & Date of Commencement of business:
- Major change in Management in last three years
- Names of Company/s
- Particulars of Authorized Signatory:
 - i. Name
 - ii. Designation
 - iii. Address
 - iv. Phone No. (landline)
Mobile No.
 - v. E-Mail Address

B. Financial Position of Vendor for the last four financial years

| Particulars | 2021-22 | 2022-23 | 2023-24 | 2024-25 |
|------------------|---------|---------|---------|---------|
| Net Worth | | | | |
| Annual Turnover | | | | |
| Net Profit (PAT) | | | | |

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief :

1. Description of service: Details of similar service provided to PSU organization/BFSI in India specifying the number of Company and branches
2. Details of Experience in the field of EOI for Selection of Correspondents for Implementation of Doorstep Banking
3. Services by Business Correspondents through Doorstep Banking Agents.

| BFSI / Organisation | | |
|---------------------|--------|----|
| | Period | |
| | From | To |
| | | |
| | | |

N.B. Enclose copies of Agreement and references

Signature of Vendor: _____

Place : _____

Name : _____

Date: _____

Business Address: _____

Seal of the Company

Annexure – G

Undertaking on the letterhead of the Vendor for application with all By-Laws / Rules / Regulations

To,

**The Vendor Management Officer,
PSB Alliance Private Limited,
Unit No 1, 3rd Floor, VIOS Commercial Tower,
Wadala East,
Mumbai
MUMBAI 400 037**

**EOI FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES
THROUGH DOORSTEP BANKING AGENTS EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 DATED:
13.06.2025**

Declaration-Cum-Undertaking regarding compliance with all statutory requirements

Further to our proposal dated [●], in response to the Expression of Interest (“EOI”) bearing No. **PSBA/EOI/FOS/2025-26/229** 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 non-adherence 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

[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 [•], 202[•];

By and between:

PSB Alliance Private Limited a company incorporated under the Companies Act, [1956/2013] and having its registered office at Unit No 1, 3rd Floor, VIOS Commercial Tower, Wadala East, Mumbai 400 037 (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 in response to the EOI FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 DATED: 13.06.2025 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 used 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 – I

UNDERTAKING LETTER TO THE COMPANY ON THE VENDOR'S LETTERHEAD FOR NON DEVIATION

To,
The Vendor Management Officer,
PSB Alliance Private Limited,
Unit No 1, 3rd Floor, VIOS Commercial Tower,
Wadala East,
Mumbai
MUMBAI 400 037

Dear Sir / Madam,

EOI FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS. EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 DATED: 13.06.2025

Further to our proposal dated [•], in response to the Expression of Interest ("EOI") bearing No. PSBA/EOI/FOS/2025-26/229 dated 13.06.2025, 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 EOI and the related addendums and other documents including the changes made to the original EOI 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 – J

Undertaking Letter on the vendor's letterhead for compliance with Central Government Minimum Wages Act, 1948 & other applicable Labour Laws

To,
The Vendor Management Officer,
PSB Alliance Private Limited,
Unit No 1, 3rd Floor, VIOS Commercial Tower,
Wadala East,
Mumbai
MUMBAI 400 037

Dear Sir / Madam,

EOI FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES THROUGH DOORSTEP BANKING AGENTS EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 DATED: 13.06.2025

Further to our proposal dated [•], in response to the Expression of Interest ("EOI") bearing No. PSBA/EOI/DSB/2025-26/229 dated 13.06.2025 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 EOI and the related addendums and other documents including the changes made to the original EOI 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 Government Minimum Wages Act, 1948 & other applicable 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 Central Government Minimum Wages Act, 1948, Provident fund and ESIC facility standard.

Yours faithfully,

For: [•]

(Signature and seal of authorized person)

Name:

Designation:

Place:

Date:

ANNEXURE- K

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 Unit No 1, 3rd Floor, VIOS Commercial Tower, Wadala East, Mumbai 400037 (hereinafter referred to as "Company") for and on behalf of [•] (hereinafter referred to as the "Selected Vendor").

WHEREAS:

A. The Company has issued an Expression of Interest ("EOI") for provision of Doorstep Banking Services ("Services") by Business Correspondents through Doorstep Banking Agents as set out in the EOI Reference no. PSBA/EOI/DSB/2025-26/229 Dated: 13.03.2025.

B. As per the terms of said EOI the Selected Vendor needs to furnish a Bank Guarantee for a sum of Rs. [•]/- (Rupees [•] Only) as Performance Bank Guarantee, for due performance by the Selected Vendor of rendering Doorstep Banking Services, the Guarantor hereby agrees, guarantees and undertakes as follows:

1. To pay the Company a sum of INR 5,00,000/- (Indian Rupees Five Lac 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 Vendor of the terms and conditions of the EOI/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

Vendor before any court, tribunal or authority; (iii) any variance in terms of the EOI/Contract; (iv) any forbearance, indulgence, extension granted by the Company; (v) any arrangement between the Company and Selected Vendor, 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/mm/yyyy. 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 INR 5,00,000/- (Indian Rupees Five Lac Only)
- b. This Bank Guarantee shall be valid from dd/mm/yyyy upto dd/mm/yyyy ("Validity Period") ; 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 six months from the date of expiry of the Validity Period of this bank guarantee.

This Guarantee is executed on ____ day of _____ by the duly authorized signatory of Guarantor.

Authorized Signatory

Annexure L

Minimum Technical Specifications:

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

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

Single Fingerprint Scanner

Minimum Technical Specifications:

| Sr. No. | Parameters | Specification | Compatibility | Functionalities |
|---------|-----------------------------------|--|---|--|
| 1. | Resolution | 500 ppi | Should be Compliant to UIDAI Registered Device Level 1 UIDAI Aadhaar Registered Device Technical Specification - Version 2.0 (Revision2) Dated: 18h July 2017. | * Lightweight and durable design * Captures high-quality fingerprint images * FAP20 - Large active platen area * Embedded FMR extractor and matcher * Encrypted USB communication * Secure boot with RSA signature verification * Finger capture and extraction module in TEE (Trusted Execution Environment) * Secure processor with hardware RSA keystore, Signing, RSA-2048, AES- 256, SHA-256, TRNG * Live Finger Detection Through AI Based Application |
| 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 | IP 54 | | |
| 12. | Power Requirements | USB 2.0/3.0, allows for easy integration with new or existing applications. | | |
| 13. | Applications | * Individual verification * Aadhaar authentication * Identification among embedded local set | | |
| 14. | COMPLAINCE FOR ALL BIDDERS | COMPLETE AHERENCE WITH AFORESAID SPECIFICATIONS | | |

Annexure N

UNDERTAKING LETTER ON THE VENDOR'S LETTERHEAD FOR GST

To,
The Vendor Management Officer,
PSB Alliance Private Limited,
Unit No 1, 3rd Floor, VIOS Commercial Tower,
Wadala East,
Mumbai- 400 037

Dear Sir / Madam,

**EOI FOR SELECTION OF BUSINESS CORRESPONDENTS FOR PROVIDING DOORSTEP BANKING SERVICES
THROUGH DOORSTEP BANKING AGENTS EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 DATED:
13.06.2025**

EOI REFERENCE NO. PSBA/EOI/FOS/2025-26/229 DATED: 13.06.2025

Further to our proposal dated [•], in response to the EOI Reference No. PSBA/EOI/FOS/2025-26/229 Dated: 13.06.2025 issued by PSB Alliance Private Limited ("Company"), we the Vendor 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: