

REQUEST FOR PROPOSAL FOR EMPANELMENT OF DIGITAL LENDING PARTNER

RFP Ref. No. PSBA/RFP/Digital Lending/2025-26/762

Dated 27th February 2026

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

This document is prepared by PSB ALLIANCE PRIVATE LIMITED for onboarding of digital lending partner.

It should not be reused or copied or used either partially or fully in any form.

Disclaimer

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

The information contained in this EOI document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Company, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Company to the shortlisted Bidders for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Company makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Company in no way is responsible for any assumptions made by the bidder. The bidder will need to factor in all services and costs to meet the requirements of the RFP and the Company at no time will accept any plea of the bidders for any assumptions, deviations or omissions made by them.

PSB Alliance Private Limited (hereinafter referred to as Company/PSB Alliance/PSBA) invites **Request for Proposal (RFP) vide Ref. No. PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026** from experienced Digital Lending Partner (hereinafter referred as "Bidders/Vendors/Service Provider") with proven capabilities and track records in carrying out end-to-end digital lending journeys in the banking sector, for empanelment as Digital Lending Partners with the Company.

For this engagement, the selected vendor will be a **single point of contact** for the Company and will be entirely responsible for the project as outlined in the Scope of Work.

Schedule of Events

EOI Reference No.	RFP Ref. No. PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026
Date of RFP Document	27/02/2026
Last date for submission of queries	09/03/2026
Date of Pre-Bid Meeting	16/03/2026 at 3.30 PM Address: PSB Alliance Private Limited Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai-400 037. Pre-bid meeting in person would be preferred. However, in the event any Bidder prefers to attend the pre-bid meeting via any on-line mode then the Bidder as part of the pre-bid queries must request the same through email communication only. Bidders who have only requested for attendance through on-line mode as part of the pre-bid queries will be sent a link separately to their respective mail ID's mentioned for correspondence.
Last date for submission of RFP Response	Date 23/03/2026 till 3:00PM
Address for Submission of Bids	PSB Alliance Private Limited Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai-400 037.
Date of Opening of Bids	30/03/2026 at 3:30PM
Technical qualification	Date and Time will be communicated to qualifying Bidders later
Issued By	PSB Alliance Private Limited
Contact Person & Telephone	Ms. Priyanka Upadhyay-98196 90986 Mr. Vaibhav Khatri-73040 29079
Email	Dsb.product1@psballiance.com vaibhav.khatri@psballiance.com
Non-refundable Tender Application Fee	Tender Application fee of Rs. 10,000/- (Rupees Ten Thousand only) is to be submitted on or before the bid response submission by way of a Demand Draft favouring PSB Alliance Pvt Ltd. payable at Mumbai OR NEFT as per the detailed below: <ul style="list-style-type: none"> • Payee Name: PSB Alliance Private Limited, • A/c No.: 41204656705 • IFSC Code: SBIN0001821 • Account Type: Current A/C
Earnest Money Deposit (EMD) EMD can be deposited by means of a Bank Guarantee issued by a Scheduled Commercial Bank OR NEFT as per Annexure-11	INR 2,00,000/- (Indian Rupees Two Lakhs only) Validity period- Valid for a period of 6 months with a claim period of 6 months.

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1. Introduction

1.1 About PSB Alliance

"PSB Alliance Private Limited" (herein after referred to as the "Company/PSBA/PSB Alliance") is jointly owned by 12 Public Sector Banks in India primarily focusing on delivering innovative & customer friendly technology solutions. The intent of the Company is to drive common initiatives on behalf of all the 12 Public Sector Banks, by providing them with a common platform and latest technology solutions in a safe, secure, in a cost-effective manner.

As the Company has been created jointly by all 12 Public Sector Banks (PSBs), it can act as an intermediary for all the PSBs and create a common applications/platform by drawing on the experience and inputs from these Banks and taking advantage of the combined scale of operations. This will help the PSBs to lower their cost of acquiring new business platforms/technologies and at the same time will benefit their customers to have access to the latest technology coupled with standard robust processes.

1.2 Project Objective

The objective of this Request for Proposal (RFP) is to identify and empanel experienced digital lending service providers as Digital Lending Partners with PSB Alliance Private Limited ("the Company"). The empanelled partners will support the Company in providing its member banks in the design, development, and maintenance of digital lending journeys, in accordance with the business requirements communicated by the member banks to the Company from time to time. The Digital lending partner and the Company will work on a revenue sharing basis. The fee payable to the Company and other modalities will be decided on a case-to-case basis at a later stage.

For empanelment, the Company shall define specific product categories along with eligibility criteria to assess and determine the eligibility of prospective bidders for each product category. Empanelment as a Digital Lending Partner with the Company shall not, by itself, confer any right or guarantee of award of contract by any member bank.

Only on receipt of a business requirement for digital lending services from any of the member bank, the Company shall initiate a selection process and issue a detailed scope of work along with all the terms & conditions to the empanelled Digital Lending Partners of the relevant product category as per the requirement received from the Bank. Such scope of work shall include, inter alia, deliverables, timelines, payment terms, and service level terms and conditions. Based on the finalized scope of work and the specific requirements of the concerned member bank, the empanelled Digital Lending Partners shall participate in a techno-commercial and/or commercial evaluation process, as applicable. Upon selection, the successful Digital Lending Partner shall be responsible for providing the services to the concerned member bank through PSB Alliance strictly in accordance with the agreed scope of work, deliverables, timelines, payment terms, service levels, and other contractual terms and conditions stipulated by the bank to PSB Alliance.

Any deviations mentioned in the bid shall not be considered or evaluated by PSB Alliance. PSB Alliance reserves the right to reject any bid that is not submitted in the prescribed format or in accordance with the terms of this RFP.

1.3 Tender Document

The tender document may be downloaded from the Company's official website <https://www.psballiance.com/tenders-and-notices.html>.

2. Structure of RFP

The RFP is structured as follows:

1. An overview of the product categories and the estimated scope of services to be provided by the Bidder.
2. The general eligibility criteria and product category specific eligibility criteria to be followed for the selection of the successful Bidder.
3. The terms and conditions governing this RFP and the Bidder's responses. Upon selection of the Bidder, PSB Alliance shall enter a separate contract with the selected Bidder, detailing the applicable terms and conditions.

A detailed set of annexures is provided to the Bidders for the formulation of responses to the eligibility criteria and other requirements. The list of such annexures is provided in the table below.

Bid Formats attached in this document

Annexure Reference	Content
Annexure – 9.1	Eligibility Criteria Compliance Format
Annexure – 9.2	Technical Compliance Form
Annexure- 9.3	Technical Proposal Format
Annexure- 9.4	Compliance Certificate
Annexure- 9.5	Proposed Agency Profile
Annexure- 9.6	Confirmation of Terms & Condition
Annexure- 9.7	Tender Offer Cover Letter
Annexure- 9.8	Submission Checklist
Annexure- 9.9	Pre-bid query format
Annexure- 9.10	NDA Format
Annexure- 9.11	Performance Bank Guarantee Format
Annexure- 9.12	Integrity Pact
Annexure- 9.13	EMD Format

3. Eligibility Criteria

3.1 General Eligibility Criteria

Sr. No.	Criteria	(Proof of documents required / must be submitted)
1	The Bidder should be a company registered under the Companies Act, 1956/2013. The Bidder should be registered for GST. It should not be individual/ proprietorship firm/partnership / HUF etc.	Copy of the certificate of Incorporation issued by the registrar of companies / PAN, TAN, GSTIN along with MOA and Article of Association are required to be submitted along with the eligibility bid.
2	The Bidder should have a minimum annual turnover of Rs. 150 Crores each year during the last three financial years (i.e., 2024-25 & 2023-24 & 2022-23). MSME and Start Up's should have a minimum annual turnover of Rs. 15 Crores each year during the last three financial years (i.e., 2024-25 & 2023-24 & 2022-23).	Audited financial statements for FY 2022-23, FY 2023-2024 & FY 2024-2025 should be submitted.
3	The Bidder should have positive net worth in the last three consecutive financial years (i.e., 2024-25 & 2023-24 & 2022-23)	Audited financial statements for FY 2022-23, FY 2023-24 & FY 2024-25 should be submitted.
4	Bidder should not have been blacklisted by the Central / any of the State Governments or PSU or any Financial Institutions in India as of the date of RFP submission.	A self-declaration to this effect on the company's letterhead should be submitted. The bidder must submit a Declaration.
5	Bidder should not be an NBFC/any regulated entity	A self-declaration to this effect on the company's letterhead should be submitted. The bidder must submit a Declaration in the format mentioned in Annexure VII.
6	The offered solution should have local content compliance as per MII guidelines.	Certificate as per Declaration by Authorized Signatory on the letter head of the company.
7	The bidder should not be involved in any litigation which threatens solvency.	Certificate by Authorized Signatory on the letter head of the company.
8	The bidder should have a Support Centre located in India and must provide maintenance/support for the offered solution.	Self-certification with list of support centres and documentary proof (office registration details).
9	The bidder's directors should not be convicted of criminal offences related to professional conduct/misrepresentation.	Certificate by Authorized Signatory on the letter head of the company.
10	None of the bidder's subsidiaries, associates, holding companies, or related entities should be owned by any Director or Employee of PSB Alliance Pvt Ltd.	Certificate by Authorized Signatory on the letter head of the company.
11	None of the bidder's subsidiaries, associates, holding companies, or related entities with common partners/directors should participate in this bid.	Self-Certificate to be submitted by Authorized Signatory on the letter head of the company.
12	Minimum Workforce of 300 Employees as on date of RFP (Exempted for MSME bidders)	Declaration on letter head with PF challan/ESIC document as proof

3.2 Product category specific Eligibility Criteria

1. For End-to-End Digital Lending Journey for Unsecured Products:

Experience with Banks	<p>The Bidder should be in the business of providing technology platform services to Financial Institutions. The Bidder should have an experience of implementing at least 1(one) end to end journey for unsecured loan products in any type of engagement in lending, such as Digital lending/Co-lending/Pool buyout/LOS/LMS in a Scheduled Commercial Bank. The Bidder should have implemented / undergoing implementation (*) the above-mentioned solutions in at least five (5) Scheduled Commercial Banks (SCBs) in India.</p> <p>*Completed / on-going projects would be considered.</p>
ISO Certifications	<p>the Bidder shall possess the following valid certifications as on the date of bid submission:</p> <ul style="list-style-type: none"> • ISO 20000:2018 – IT Service Management • ISO 9001:2015 – Quality Management System • ISO 27001:2013 – Information Security Management System <p>Copies of valid certificates issued by accredited certification bodies shall be submitted.</p> <p>(Note: For MSME bidder, any one of the above certifications is to be submitted)</p>
CMMI Maturity Level	<p>The Bidder shall have a valid CMMI certification of Level 3 or above as on the date of submission of the bid. Documentary proof shall be provided.</p> <p>(Note: This is exempted for MSME bidder)</p>
Experience in Cloud-Based Implementations	<p>The Bidder shall have prior experience in implementing and supporting cloud-based solutions (public/private/hybrid cloud) for at least 1 SCB in India. Details of such implementations, including client type and scope, shall be provided.</p>
Experience in on-Premises Implementations	<p>The Bidder shall have prior experience in implementing and supporting on-premises solutions for at least 1 SCB in India. Relevant project details shall be furnished.</p>

2. For End-to-End Digital Lending Journey for Secured Products

Experience with Banks	<p>The Bidder should be in the business of providing technology platform services to Financial Institutions. The Bidder should have an experience of implementing at least 2(two) end to end journeys for secured loan products in any type of engagement in lending, such as Digital lending/Co-lending/Pool buyout/LOS/LMS in a Scheduled Commercial Bank. The Bidder should have implemented / undergoing implementation (*) the above-mentioned solutions in at least five (5) Scheduled Commercial Banks in India.</p> <p>*Completed / on-going projects would be considered.</p>
ISO Certifications	<p>The Bidder shall possess the following valid certifications as on the date of bid submission:</p> <ul style="list-style-type: none"> • ISO 20000:2018 – IT Service Management • ISO 9001:2015 – Quality Management System • ISO 27001:2013 – Information Security Management System <p>Copies of valid certificates issued by accredited certification bodies shall be submitted.</p> <p>(Note: For MSME bidder, any one of the above certifications is to be submitted)</p>
CMMI Maturity Level	<p>The Bidder shall have a valid CMMI certification of Level 3 or above as on the date of submission of the bid. Documentary proof shall be provided.</p> <p>(Note: This is exempted for MSME bidder)</p>
Experience in Cloud-Based Implementations	<p>The Bidder shall have prior experience in implementing and supporting cloud-based solutions (public/private/hybrid cloud) 1 SCB in India. Details of such implementations, including client type and scope, shall be provided.</p>
Experience in On-Premises Implementations	<p>The Bidder shall have prior experience in implementing and supporting on-premises solutions for 1 SCB in India. Relevant project details shall be furnished.</p>

Note:

1. **To be empanelled, a Bidder must qualify under both the General Eligibility Criteria and the Product Category-specific Eligibility Criteria for the product category for which the Bidder is applying.**
2. **A Bidder may apply for one or both product categories; however, the Bidder must independently meet both the General Eligibility Criteria and the relevant Product Category-specific Eligibility Criteria for each product category applied for.**
3. Non-compliance with any of the eligibility criteria shall result in rejection of the bid.
4. Bidders shall submit adequate documentary evidence to demonstrate compliance with the eligibility criteria specified in the table above.
5. The Company reserves the right to make independent enquiries regarding the veracity of the claims made by the Vendors regarding their eligibility. During the entire process in case, it is found that the Vendor does not fulfil the requisite criteria, or ceases to fulfil any one or more of the criteria prescribed herein, or had given any false or misleading representation /declaration about its eligibility, the Company shall be at liberty to forthwith terminate further

engagement with such bidder at whatsoever stage the process might be without any notice and also initiate such legal action against the Vendor as deemed appropriate.

6. The Bidder to submit an undertaking that none of its subsidiaries or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of PSB Alliance.
7. Brief details of litigations, disputes related to services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.

4. Product Category for Empanelled Vendors

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

Sr. No.	Product Category	Description
1	Digital Solution for Asset – Secured Lending Products	<ul style="list-style-type: none"> • End to end digital journeys lending for retail, MSME, Agri Loan products – Collateral based. • Lead Management • Customer on-boarding and Application submission • Credit decision and Credit Underwriting • Rule Engines • Sanction & Disbursement • Any 3rd party integrations to deliver digital journey. • Support alternate data source GST data, bank statements, credit bureau information, utility payments, and other digital footprints to enhance credit assessment and decisioning. • Support analytics-driven underwriting • Digitization of mortgage title search report, valuation system, tagging the geo-location of the mortgaged property etc. • Handling all methods of appropriations for Loans from front end • Loan disbursement processes, full and tranche with Digital Disbursement handing • Reschedulement and restructuring Loans • Collateral Management • Document Management • Provisioning, NPA and NPA Management • Should have existing integration capabilities with the core banking system to enable seamless end-to-end processing across the secured lending lifecycle • MIS Reporting & Regulatory compliant • Products include but not limited to: <ul style="list-style-type: none"> ▪ LAP ▪ HL ▪ Business Loan- Secured Term Loan ▪ Gold Loan ▪ Vehicle Loan ▪ Loan against Securities ▪ Loan against Mutual Fund ▪ Education Loan – Collateral based ▪ Loans for Agri & allied activities – Collateral based
2	Digital Solution for Asset – Unsecured Lending Products	<ul style="list-style-type: none"> • End to end digital journeys lending for retail, MSME, Agri Loan products – Collateral Free • Lead Management



		<ul style="list-style-type: none"> • Customer on-boarding and Application submission • Credit decision and Credit Underwriting • Rule Engines • Sanction & Disbursement • Any 3rd party integrations to deliver digital journey. • Support alternate data source GST data, bank statements, credit bureau information, utility payments, and other digital footprints to enhance credit assessment and decisioning. • Support analytics-driven underwriting • Handling all methods of appropriations for Loans from front end • Loan disbursement processes, full and tranche with Digital Disbursement handing • Rescheduling and restructuring Loans • Document Management • Provisioning, NPA and NPA Management • Products include but not limited to: Unsecured Personal Loan • Unsecured Business Loan • Education Loan – Collateral Free • Loans for Agri & allied activities – Collateral Free • SHG Lending • JLG Lending • Consumer Durable Loans
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Please note that the above illustration of credit schemes is indicative and not exhaustive. Banks may classify schemes as secured or unsecured based on internal credit policies and regulatory guidelines.

The empaneled Digital Lending Partner, upon being selected for execution of a specific assignment for a particular product, shall provide the solution and deliver the services strictly in accordance with the terms and conditions of the agreement entered between the Company and the respective member banks.

Accordingly, the Company shall enter into a separate back-to-back agreement with the selected Digital Lending Partner, incorporating corresponding obligations, responsibilities, service levels, timelines, and other contractual terms, for delivery of the services to the respective member banks.

Please note that the terms and conditions of the contract may vary from bank to bank for similar and/or different products or scopes of work. Further, the concerned member bank may stipulate additional terms and conditions, including but not limited to requirements relating to guarantees, service levels, indemnity, penalties, limitation of liabilities, payment terms, sub-contracting and other contractual obligations, over and above the provisions contained in this RFP.

Bidders are advised to take note of the above and are expected to factor in all such scenarios while participating in this RFP.

5. Terms & Conditions

The following general terms and conditions are proposed to be included in the contract for empanelment with the Company. PSB Alliance reserves the right to add, amend, modify, or delete any clause, as may be deemed necessary, prior to the execution of the final agreement.

It is clarified that empanelment with the Company does not, by itself, confer any right or guarantee of award of contract by any member bank. Further, upon selection for providing services to a member bank, a separate Service Level Agreement (SLA) and/or contract shall be executed for service delivery, which shall include additional terms and conditions as stipulated by the concerned bank.

- The selected Bidder shall enter into a formal contract agreement with PSB Alliance Private Limited, which shall include all empanelment-related terms and conditions, obligations, responsibilities, and other provisions as specified in this RFP and as may be incorporated in the final agreement.
- Bidders who do not comply with the terms and conditions of this RFP are liable to be rejected.
- The eligible Bidders gets empanelled with PSB Alliance on execution of the agreement. The first page of the agreement shall be executed on stamp paper of appropriate value, as per applicable law.
- If method does not yield sufficient participation, the Agency must adopt alternative strategies to meet the minimum deliverables.
- All applicable taxes, including GST, shall be levied additionally at prevailing statutory rates.
- No advance payment shall be made.

Other General Conditions

- The bidder shall maintain strict confidentiality of all customer data, communication material, and any internal information received during the engagement. No information may be disclosed to any third party without prior written approval from PSB Alliance.
- The engagement shall be governed by the laws of India. Any disputes arising out of or in connection with this engagement shall be subject to the exclusive jurisdiction of the courts in Mumbai.

5.1 Terms of Assignment

The selected Bidder shall perform the activities in accordance with the Scope of Work and the contractual terms and conditions applicable to the requirements of the respective member bank. In the event that the Bidder fails to complete the work in accordance with the requirements of this RFP and/or the applicable contract terms within the stipulated timelines, the Company/Bank shall levy liquidated damages and applicable penalties, as provided for under the contract.

5.2 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Company, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify

the Bidding Documents by amendment. All prospective Bidders may check Company's web site for amendments, and it will be binding on them.

Company may, at its discretion, extend the last date for bid-submission.

Company reserves the right to scrap the tender at any stage without assigning any reason.

5.3 Confidentiality of Bid Document

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

5.4 Documents Consisting of the Bid

The Bid prepared by the Bidder shall comprise the following components:

Technical Bid – Part I of the Bid Document

The Bidder shall furnish, as part of its Technical Bid, documentary evidence establishing its eligibility, technical capability, and experience to implement and manage a Digital Lending Solution/Platform, including but not limited to:

- Detailed profile of the organization, including legal status, years of operation, and core business activities.
- Demonstrated experience in implementation, management, and/or support of Digital Lending platforms/solutions of similar size, complexity, and scale, in Scheduled Commercial Bank.
- Details of completed and ongoing Digital Lending projects, including client references.
- Technical architecture, solution approach, deployment model (cloud/on premises/hybrid), security framework, compliance standards, and integration capabilities.
- Declaration of unconditional acceptance of all terms and conditions contained in this RFP.
- Any other documents, certifications, or undertakings as specified in this RFP.

The Company reserves the right, at its sole discretion, to reject any Bid that is incomplete, not accompanied by the required documents, or lacking adequate documentary evidence to substantiate the Bidder's claims.

5.5 Adherence to Terms & Conditions

The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

5.6 Execution of Agreements/ NDA

The selected bidder shall execute Non-Disclosure Agreement (NDA) on the draft suggested by the Company/Bank. As the selected bidder will have access to the data/information of the Company/Bank while implementing the project as per defined scope under RFP/Bank contract, the Company/Bank will require the selected bidder to sign a non-disclosure agreement along with the Contract in the NDA format provided by the Company/Bank, undertaking not to disclose or part with any information relating to the Company/Bank and its data to any person or persons, as may come into possession of the selected bidder during course of the implementation and security integration. All expenses and costs for execution of the Contract/Agreement and NDA

shall be borne by the successful Bidder. The conditions stipulated in the NDA shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Company/Bank including recovery of liquidated damages as specified in this RFP or NDA or Contract.

5.7 Substitution of Project Team Members

During the assignment, the substitution of project lead / product manager identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Selected Bidder, as the case may be, can do so only with the prior written concurrence of the Company/Bank and by providing the replacement staff of the same level of qualifications and competence. If the Company/Bank is not satisfied with the substitution, the Company/Bank reserves the right to insist the bidder to replace the resource. Further, the Company/Bank reserves the unconditional right to insist the Selected Bidder to replace any team member another (with the qualifications and competence as required by the Company/Bank) during the course of assignment pursuant to this RFP. Company/Bank may allow any such substitution of key staff only with its written consent with similar experience and expertise.

5.8 Professionalism

The Selected Bidder should provide professional, objective and impartial advice at all times and hold the Company's interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment.

5.9 Expenses

It may be noted that Company will not pay any additional amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the amount mentioned in the award of the contract.

5.10 Performance Bank Guarantee

1. The successful Bidder shall furnish **an unconditional and irrevocable Performance Bank Guarantee (PBG) of ₹2,00,000 (Rupees Two Lakhs only) valid for the entire duration of the empanelment, with additional claim period of Twelve (12) months.**
 2. The PBG must be submitted within 21 days from the issuance of the Empanelment Letter.
 3. The PBG shall be denominated in Indian Rupees, and all charges such as premium, commission, or documentation fees shall be borne by the Bidder.
 4. The Company reserves the right to invoke the PBG in the event of material breach, persistent non-performance, or delay beyond the agreed timeline after a cure period of 30 days.
 5. The PBG may be discharged or returned by the Company upon satisfactory completion of all contractual obligations by the Bidder. No interest shall be payable on the PBG.
- Any additional PBG and other terms & conditions shall be governed by the individual contract awarded by the respective member bank.

5.11 Single Point of Contact

The selected Bidder must provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.

5.12 Applicable Law and Jurisdiction of Court

The Contract for empanelment with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and as amended from time to time and will be subject to the exclusive jurisdiction of Courts at Mumbai.

5.13 Project Timeline

Empanelment & Contract Period

1) Empanelment Period

- i. The empanelment of Digital Lending Partners with PSB Alliance shall be valid for **five (5) years from the date of empanelment.**
- ii. The empanelment period may be extended further based on the Partner's performance and mutual consent.

Note: This period is solely for empanelment as a Digital Lending Partner with PSB Alliance and does not confer any right or guarantee of contract with any member bank.

2) Contract Period with Member Banks

- i. Empanelment does not automatically qualify the Partner for contracts with member banks.
- ii. The contract period, Service Level Agreements (SLA), and other terms for the provision of digital lending services shall be governed by the individual contract awarded by the respective member bank.

3) Timelines, Deliverables, and Penalties

- i. Any delays in delivery beyond the timelines agreed under the bank-specific contract, without prior written approval from PSB Alliance/Bank, shall be subject to penalties as specified in the respective contract.
- ii. Partners are expected to adhere strictly to the timelines, deliverables, and SLA terms agreed with the concerned bank.

4) Liquidated Damages

Any delays or non-performance in delivering services by the Bidder shall be subject to Liquidated Damages (LD) as levied by the member bank under the contract awarded to the Company. The Company will consider the inability of Bidder to deliver the services as per scope of work and terms and conditions within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of Bidder. The liquidation damages represent an estimate of the loss or damage that the Company may have suffered due to delay in performance of the obligations by Bidder.

PSB Alliance reserves the right to invoke the Bank Guarantee provided at the time of empanelment in case of any breach or non-compliance by the Bidder, without prejudice to other rights or remedies.

Further, the Company also reserves the right to cancel the order and invoke the Bank Guarantee/Performance. In the event of Company agreeing to extend the date of delivery at the request of Bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Company before the expiry of the original Bank

guarantee. Failure to do so will be treated as breach of this RFP. In such an event the Company, however, reserves it's right to foreclose the Performance Bank Guarantee.

5.14 Force Majeure

This service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.15 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Company, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Company. The bidder shall furnish proof of signature identification for above purposes as required by the Company.

5.16 Indemnity

This service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.17 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of the Company and any such sale, lease, assignment or transfer otherwise made by the selected Bidder shall be void and of no effect.

Additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.18 No Employees- Employee Relationship

The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Company or any of its employees'/officers/ staff/representatives'/ personnel/agents.

Additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.19 Vendor's Liability

This service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.20 Intellectual Property Right

This service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.21 Subcontracting

This service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.22 Dispute Resolution

If a dispute, controversy or claim arises out of or relates to the contract for empanelment, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to arbitration. Both Parties may agree upon a single arbitrator or each Party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English, and a written order shall be prepared. The venue of the arbitration shall be Mumbai. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

Additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.23 Ownership of Deliverables

This service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.24 Exit Management

To ensure a smooth and orderly transition of responsibilities, data, and materials at the conclusion or termination of the contract, the Bidder shall cooperate fully with PSB Alliance or its nominated successor agency.

Transfer of Assets and Information

During the exit management period, the existing agency shall promptly provide PSB Alliance or its nominated representative with the following:

- Documentation related to copyrights, usage rights, and licenses for all deliverables.
- Any participant data, consent records, or communication materials relevant to the campaign.
- All other project-related information and records necessary to ensure continuity.

Before the expiry of the exit management period, the Bidder shall deliver all updated materials and data and shall not retain any copies, except for one archival copy solely for compliance purposes.

PSB Alliance or its nominated agency shall also return any materials identified as proprietary to the Bidder at the end of the transition period.

Transfer of Agreements

On request by PSB Alliance, the existing Bidder shall execute necessary assignments or transfer of rights, licenses, or access related to deliverables or tools, to enable smooth continuation of services.

PSB Alliance and its appointed representatives shall have the right to access premises or systems where data and materials are maintained, solely for the purpose of transition.

Any additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.25 Contract Period

The empanelment shall be for **Five (5) years** from the date of empanelment. It may be extended further based on performance and mutual consent. Any extension will be on the same or mutually agreed terms and conditions as applicable at that time.

The contract period, Service Level Agreements (SLA), and other terms for the provision of digital lending services shall be governed by the individual contract awarded by the respective member bank.

5.26 Integrity Pact

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

Signing of the IP with the Company would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder did not sign the document or refusing to sign shall be disqualified in the bidding process. The Integrity Pact should be stamped as per the stamp law of respective state and duly signed with seal on all pages in presence of two witnesses.

5.27 Payment Terms & Dispute Handling

This service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.28 Erasures of Alteration

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

5.29 Right to Accept any bid and to Reject any or all bids/ Cancellation of Tender Process

The Company reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of the Company in this regard shall be final, conclusive and binding upon the bidders. The Company reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract of empanelment, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Company's action. During any stage of evaluation process, if it is found that the bidder does not meet the qualification criteria or has submitted false /incorrect information the bid will be

summarily rejected by the Company and no further correspondence would be entertained in this regard. Company further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder, and such amendments will be binding upon them. The Company also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further please note that the Company would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Company and the bidder.

5.30 Softcopy of Tender Document

The soft copy of the tender document will be made available on the Company's website <https://www.psballiance.com/tenders-and-notice.html>. However, the Company shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy.

5.31 Awarding of Empanelment Letter

Following the eligibility criteria evaluation, Empanelment letter may be awarded to the eligible bidder who meets the eligibility requirements of this RFP.

The acceptance of the bid will be communicated by way of placing an empanelment letter in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Managing Director & CEO at the address given in this RFP. The terms and conditions of empanelment letter and RFP shall constitute a binding contract.

Empanelment shall not automatically qualify a Bidder for award of any contract by the member banks. A contract shall be awarded to the selected empanelled Bidder only after completion of the due evaluation process undertaken by the Company, based on the specific requirements and the applicable terms and conditions of the concerned member bank. **The contract period, Service Level Agreements (SLA), and other terms for the provision of digital lending services shall be governed by the individual contract awarded by the respective member bank.**

5.32 Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Bidder as an entity registered in India to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP. All suggested changes due to changes in Changes in Govt. Rule, Changes by Regulators shall be made without extra cost to the Company. All subsequent changes can be on mutually agreed change request basis.

Any additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.33 Legal Compliance

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws and regulations in performing its obligations here under, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of the agreement, the Company is informed or information comes to the Company's attention that the Successful bidder is or may be in violation of any law or regulation (or if it is so

decreed or adjudged by any court, tribunal or other authority), the Company shall be entitled to terminate the agreement with immediate effect.

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

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

Any additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.34 Conflict of Interest

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

Any additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.35 Publicity

Any publicity by the vendor in which the name of the Company is to be used will be done only with the explicit written permission of the Company.

Any additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.36 Earnest Money Deposit

The Bidder shall submit a **non-interest-bearing Earnest Money Deposit (EMD)** in the form of a **Bank Guarantee** or **NEFT transfer** favouring "*PSB Alliance Private Limited*" from any scheduled commercial bank in India, valid for a period of **Six (6) months** with an additional **claim period of Six (6) months**, for the amount specified in the RFP.

i. Non-Submission

Failure to submit the EMD in the prescribed format will result in **rejection of the Bid**. The EMD of unsuccessful Bidders shall be refunded within **three (3) weeks** after completion of onboarding of the successful Bidder.

The EMD of the successful Bidder will be released upon signing of the Contract and submission of the required **Performance Bank Guarantee (PBG)**.

ii. Mode of Submission

The EMD may be submitted in either of the following forms:

- **Bank Guarantee:** as per the format provided in the Annexure.

- **NEFT Transfer:**
 - **Payee Name:** PSB Alliance Private Limited
 - **Account No.:** 41204656705
 - **IFSC Code:** SBIN0001821
 - **Account Type:** Current Account

iii. Forfeiture Conditions

The EMD may be invoked or forfeited if the Bidder:

- a) Withdraws its bid during the period of 180 days from the date of bid opening.
- b) Makes any statement or submits any document that is false, misleading, or conceals material information prior to contract signing.
- c) Fails to sign the contract in the manner required by the Company.
- d) Fails to furnish the required Performance Bank Guarantee within the stipulated timeframe.

In such cases, the concerned Bidder may also be **debarred** from participating in future RFPs/RFPs issued by PSB Alliance at the Company's sole discretion.

iv. MSME Exemption

In accordance with Government of India guidelines, PSB Alliance shall **waive the requirement of Tender Fee and EMD** for Bidders registered as **Micro, Small & Medium Enterprises (MSMEs)** under any of the following authorities:

- District Industries Centre (DIC)
- Khadi and Village Industries Commission (KVIC) / Board (KVIB)
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handlooms
- Udyog Aadhaar Memorandum / Udyam Registration

To claim exemption, Bidders must submit a **valid copy of their MSME registration certificate** current as on the last date of bid submission. MSME entities "under process of registration" will not be considered for exemption.

Traders engaged purely in resale activities without value addition are **not eligible** for exemption.

MSME Bidders availing this exemption must also submit a **self-declaration** undertaking that, if awarded the contract, failure to sign the agreement or provide the PBG within the specified deadline shall result in **suspension for three (3) years** from participation in PSB Alliance tenders.

Any additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.37 Confidentiality

This RFP document and all related communications contain proprietary and confidential information of **PSB Alliance Private Limited**. The document is provided to each Recipient based on an explicit undertaking of confidentiality.

General Obligations

1. The Bidder shall not disclose, reproduce, or share any part of this document or related information with any third party without prior written consent of PSB Alliance.
2. All materials, creative briefs, customer data, and communications exchanged during the bid or execution phase shall be treated as **strictly confidential**.
3. The Bidder shall use such information **solely** for the purpose of preparing and executing the assignment.
4. Disclosure to employees, consultants, or subcontractors is permitted only on a **need-to-know** basis and provided such persons are bound by equivalent confidentiality obligations.
5. Upon completion or termination of the contract, all confidential materials, data, or records shall be **returned or securely destroyed** at the request of PSB Alliance, and a written confirmation of destruction shall be provided.

Permitted Disclosures

The confidentiality obligation shall not apply to information that:

- a) Is or becomes publicly available without breach of this Agreement.
- b) Was lawfully known to the Bidder prior to disclosure.
- c) Is lawfully obtained from a third party with the right to disclose; or
- d) Must be disclosed pursuant to applicable law, regulation, or order of a competent authority—provided that PSB Alliance is promptly notified and given an opportunity to seek protective measures.

Duration of Obligation

All confidentiality obligations shall **survive for a period of three (3) years** from the date of disclosure or until such information lawfully enters the public domain, whichever is earlier.

Breach of Confidentiality

Any unauthorized disclosure or misuse of confidential information shall constitute a **material breach** of contract and may lead to immediate termination, recovery of damages, and/or legal action under applicable law.

5.38 Termination

5.38.1 Termination where project is awarded:

The termination provisions in respect of any services rendered to a member bank through PSB Alliance shall be governed by the **Service Level Agreement (SLA) or contract executed with the respective member bank**.

5.38.2 Termination of Empanelment by the Company where project is not awarded:

- 1) Notwithstanding the above, the Company shall have the right to terminate the empanelment of the Bidder by giving **thirty (30) days' prior written notice** in the event that:
 - a. the Bidder breaches any of its obligations under this RFP or empanelment terms and fails to cure such breach within thirty (30) days of receipt of a written notice; or
 - b. the Bidder:
 - i. is subject to a winding-up order; or
 - ii. has a receiver or liquidator appointed over its assets; or
 - iii. becomes insolvent or is unable to pay its debts as they fall due; or
 - iv. enters into any arrangement or compromise with its creditors; or
 - v. passes a resolution for voluntary winding-up or dissolution.
- 2) The Company may, at its sole discretion, terminate the empanelment by providing **ninety (90) days' prior written notice**, without assigning any reason.

Any additional clauses under the termination clause shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.39 Jurisdiction

The jurisdiction of the courts shall be in Mumbai for the empanelment with PSB Alliance Pvt. Ltd.

5.40 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

Any additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.41 Security

The Bidder shall ensure robust security controls for protection of all data, applications, infrastructure, and digital assets created, processed, or accessed during the Digital Lending engagement. The Bidder shall implement industry-standard security practices to safeguard customer, transactional, and institutional data from unauthorized access, misuse, loss, or disclosure.

This shall include, but not be limited to, the following:

- Secure storage, processing, and controlled access to all customer information and data by using strong encryption and role-based access controls.



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- Use of licensed, compliant, and RBI-approved software tools, platforms, and third-party components for development, integration, testing, deployment, and maintenance of the Digital Lending solution.
- Prevention of unauthorized copying, modification, transmission, or distribution of data, applications, source code, documents, reports, and system configurations.
- Implementation of strong applications, API, network, and infrastructure security controls including firewall, WAF, IDS/IPS, and DDoS protection.
- Continuous monitoring of systems and applications and immediate reporting to PSB Alliance of any security incident, data breach, system compromise, or unauthorized access, in accordance with RBI and CERT-In incident reporting timelines.
- All project-related data, configurations, documentation, source code, and digital assets shall be securely transferred to PSB Alliance/Bank through approved secure channels (such as encrypted SFTP, VPN, or encrypted cloud storage) upon request or at project completion.
- The Bidder shall ensure that no data is stored, processed, or transferred outside India without prior written approval of PSB Alliance/Bank and in compliance with RBI data localization requirements.

The Bidder shall remain fully responsible for the security of the Digital Lending solution and shall be liable for any breach, data leakage, regulatory non-compliance, or security incident arising from its systems, personnel, or subcontractors.

Any additional clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.42 Audits

The clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

5.43 Risk & Title

The clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

6 General Instructions

6.1 Registration of RFP Responses

- 1) Registration of RFP responses will be recorded by the Company upon receipt of submissions in the manner prescribed in this RFP document. The submission must include **all required documents, credentials, and supporting materials** as outlined in this RFP.
- 2) Responses should be submitted **only through hand delivery** at the address specified in the RFP document. Submissions received by fax, incomplete submissions, or those lacking required enclosures shall be liable for rejection.
- 3) All materials submitted, including documents, creatives, and supporting annexures, will become the **property of PSB Alliance Pvt Ltd**. The Recipient shall be deemed to have granted PSB Alliance a **license to reproduce or reference** any portion of the submission for evaluation and documentation purposes, notwithstanding any copyright claims.
- 4) RFP responses shall remain valid and open for evaluation for a period of **180 days** from the date of RFP closure.

6.2 Request for Additional Information

- 1) Bidders are required to direct all communications related to this RFP **in writing** to the designated PSB Alliance officials mentioned in the “Key Information” section. All queries must be submitted as per the timeline mentioned in the RFP.
- 2) The Company will, at its discretion, respond to reasonable queries received within the prescribed period. Responses or clarifications will be shared with all participating Bidders via email or published on the Company’s website.
- 3) The Company reserves the right to **request additional documents or clarifications** after submission. Any information provided in response shall be deemed part of the Bidder’s formal submission.

6.3 Disqualification

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

6.4 Language of Bid

The language of the bid response and any communication with the Company must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

6.5 Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Company. A bid valid for a shorter period shall be rejected by the Company as non-responsive. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission.

6.6 Errors and Omissions

Each Recipient should notify the Company of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgement of Response to RFP.

6.7 Amendment of Bidding Documents

Any time prior to the last date for bid-submission, the Company may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Company's website. No individual communication would be made in this respect.

6.8 Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.

1. All pages of the bid, shall be initiated by the person or persons signing the bid
2. Bid form shall be signed in full & official seal affixed.
3. Any inter-lineation, erasure or overwriting shall be valid only if they are initiated by the person or persons signing the Bid.
4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.

The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

In case the principal Bidder authorizes his business partners/ authorize distributors to bid on his behalf, a separate authorization letter with a commitment to fulfil the terms of the RFP should be submitted. Necessary resolutions/authority available should be enclosed.

6.9 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

6.10 Cost Borne by the Respondent

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Company, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract will be borne entirely by the successful bidder.

6.11 No Legal Relationship

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

6.12 Bid System

The Bid Proposal shall be binding on the Bidder. Accordingly, **all pages** of the Bid must be **signed and stamped** by duly **authorized personnel** of the Bidder. A self-attested copy of the **Board Resolution/Authority/Power of Attorney** authorizing such personnel to sign and submit the Bid on behalf of the Bidder shall be enclosed. An **undertaking letter** signed by the authorized signatory, confirming Bid commitment and stating the name and designation of the signatory, must accompany the proposal.

Bidders shall submit **one (1) Technical Bid** at this stage. Only Technical Bid will be opened evaluated as per the eligibility criteria determined by the Company. The Bidder must submit **hard copy and soft copy (pen drive)** of the Technical Bid.

The Company reserves the right to **accept or reject any bid** at its sole discretion without assigning any reason.

Bid documents shall be submitted in one sealed envelope containing the Technical Bid and all required documents as specified in this RFP. Submissions must be organized, structured, serially page-numbered, and bear the Bidder's seal and authorized signatory's signature on each page. Brochures/leaflets shall not be loose; they must be bound within the submission. Documentary proof, wherever required, must be enclosed.

6.13 Acceptance to Terms

A Recipient will, by responding to the Company's RFP document, be deemed to have accepted the terms as stated in this RFP document.

6.14 Submission to Company

The RFP response must be submitted as **hard-bound paper copies** along with **one electronic copy (pen drive, PDF format)**, as follows:

Envelope 1: Technical Bid (superscribed "**Technical Bid**") containing:

1. Annexure 9.1 – General Eligibility Criteria Compliance Form
 2. Annexure 9.2 – Product category specific Eligibility Criteria Compliance Form
 3. Relevant supporting documents/credentials
 4. All Annexures duly filled and signed by the authorized signatory
- The Technical Bid must be **complete in all respects** and **shall not contain any price information**.
 - Bidders must provide compliance/non-compliance (with remarks) against all specifications and requirements in the RFP/Scope of Work.
 - Documents shall be prepared in **English** (MS Word/Excel/PDF).
 - The Company may seek clarifications during technical evaluation; failure to respond within the stipulated time may render the respective parameter **non-compliant**.



- **Submission Address:**
Sr. Manager – IT & Procurement
PSB Alliance Private Limited
Unit 1, 3rd Floor, VIOS Commercial Tower,
Near Wadala Truck Terminal, Wadala (East),
Mumbai – 400 037.

Only **hand delivery** at the above address is permitted. **Any other mode** of submission (including fax, e-mail, etc.) **will not be accepted**. Bidders not found eligible in Technical Bid (eligibility criteria) evaluation **will not** be considered further.

6.15 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in the Key Information of the RFP will be rejected and returned unopened to the Bidder.

6.16 Modification and Withdrawal of Bid

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Company prior to the deadline prescribed for submission of bids.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions as mentioned in this RFP. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
3. No bid can be modified after the deadline for submission of Bids
4. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval shall result in forfeiture of Bid security.
5. The modification of the bid mentioning the clause being modified will be considered as an integral part of the original bid and the relevant modifications shall be considered for bid evaluation process.
6. Alterations in the bids, if any, made by the bidders should be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening of the Bids.
7. The request for clarification and the response shall be in writing.

7 Evaluation Process

7.1 Objective of the Evaluation Process

The objective of the evaluation process is to identify and empanel the competent and capable technology partners with proven experience in implementing and managing the services/products mentioned in the RFP. The evaluation shall be conducted by an Internal Evaluation Committee constituted by PSB Alliance Pvt Ltd. The Committee may, at its sole discretion, seek inputs from external subject matter experts or consultants to ensure objectivity, transparency, and technical rigor. The decision of the Committee shall be final and binding on all Bidders.

As part of the evaluation, the Company will:

- Verify the completeness, accuracy, and authenticity of submitted documents.
- Confirm that all forms, annexures, certifications, and signatures meet the requirements of this RFP.
- Assess the Bidder's general and product specific eligibility criteria.
- Evaluate adherence to specifications, deliverables, and quality standards defined in the Scope of Work.

Minor deviations or non-material omissions may be waived at the sole discretion of the Company. Such waivers, if granted, shall be uniformly applicable and binding on all Bidders.

Submission of an RFP response shall not be construed as a contract. Bidders acknowledge that this process is an invitation to offer, and PSB Alliance reserves the right to apply any additional evaluation criteria deemed appropriate.

During the evaluation, the Company may seek clarifications, documents, or additional information. Bidders must submit the requested information **within three (3) business days**, failing which the respective parameter may be marked non-compliant, or the bid may be rejected.

Evaluation Framework

The bids shall be evaluated based on the General Eligibility Criteria and the Product Category-specific Eligibility Criteria as specified in this RFP.

Only those Bidders who qualify under both the General Eligibility Criteria and the relevant Product Category-specific Eligibility Criteria shall be empanelled for the respective product category.

7.2 Preliminary Examination of Offers

1. The Company will examine the Bids to determine whether they are complete, the required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
2. The Company may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
3. Prior to evaluating the Eligibility criteria, the Company will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Evaluation Criteria, will be deemed to be a material deviation.
4. The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

5. If a Bid is not responsive, it will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

7.3 Clarification of Bids

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

The bidder shall notify the Company in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Company reserves the right to accept such an arrangement or reject the proposal outright. Proof of such contracts should be submitted to the Company.

7.4 Eligibility Criteria evaluation

The bids shall be evaluated based on the General Eligibility Criteria and the Product Category-specific Eligibility Criteria as specified in this RFP. **Only those Bidders who qualify under both the General Eligibility Criteria and the relevant Product Category-specific Eligibility Criteria shall be empanelled for the respective product category.** The decision of PSB Alliance regarding the evaluation and selection shall be **final and binding**.

7.5 Key Guidelines

1. Bidder's proposal should strictly conform to the specifications.
2. Proposals not conforming to the specifications will be rejected subject to the Company's discretion. Any incomplete or ambiguous terms/conditions/quotes may result in disqualification of the offer at Company's discretion. The Bidder has to offer specific remarks for technical requirements and clearly confirm compliance. Any comments on technical requirements should be clearly informed in Remarks column.
3. Comments on other terms prescribed by the Company are to be provided in a separate section in Technical Bid. The Company is not bound to evaluate the deviations mentioned at any other section of the bid.
4. For supplementary information, a separate sheet should be used.
5. All pages should be numbered (like 1/xxx, 2/xxx where xxx is last page number of Bid document) and signed under the company seal.
6. Technical Bid documents are to be properly hardbound.
7. PSB Alliance reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any vendor in the final shortlist.

7.6 Nature of Bid

Bids will be permitted only from a single entity.

7.7 Information Ownership

All information processed, stored, or processed by successful Bidder Platform / Solution belongs to the Company. By having the responsibility to maintain the platform, the Bidder does not acquire

implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive by the Company must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Company's decision will be final.

Types of sensitive information that will be found on Company system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The successful Bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Company locations. The Bidder will have to develop procedures, and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for upgradation or termination or replaced) are cleared of all Company data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it 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 Bidder or existing at any Company location.

7.8 Security, Configuration, Monitoring and Audit

The clauses under this service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

8 Service Levels & Penalties

This service level obligation shall be as per the Service Level Agreement (SLA) or contract awarded by the respective member bank.

9 Annexure & Appendix

Annexure 9.1: General Eligibility Criteria Compliance Form

RFP Title: Request For Proposal (RFP) for “Digital Lending Partners”

RFP Ref. No.: RFP Ref. No. PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

Bidder Name: _____

Registered Office Address: _____

Authorized Contact Person: _____

Email ID: _____ **Contact No.:** _____

Sr. No.	Criteria	(Proof of documents required / must be submitted)	Compliance (Yes/No)
1	The Bidder should be a company registered under the Companies Act, 1956/2013. The Bidder should be registered for GST. It should not be individual/ proprietorship firm/partnership / HUF etc.	Copy of the certificate of Incorporation issued by the registrar of companies / PAN, TAN, GSTIN along with MOA and Article of Association are required to be submitted along with the eligibility bid.	
2	The Bidder should have a minimum annual turnover of Rs. 150 Crores each year during the last three financial years (i.e., 2024-25 & 2023-24 & 2022-23). MSME and Start Up’s should have a minimum annual turnover of Rs. 15 Crores each year during the last three financial years (i.e., 2024-25 & 2023-24 & 2022-23).	Audited financial statements for FY 2022-23, FY 2023-2024 & FY 2024-2025 should be submitted.	
3	The Bidder should have positive net worth in the last three consecutive financial years (i.e.,2024-25 & 2023-24 & 2022-23)	Audited financial statements for FY 2022-23, FY 2023-24 & FY 2024-25 should be submitted.	
4	Bidder should not have been blacklisted by the Central / any of the State Governments or PSU or any Financial Institutions in India as of the date of RFP submission.	A self-declaration to this effect on the company’s letterhead should be submitted. The bidder must submit a Declaration.	
5	Bidder should not be an NBFC/any regulated entity	A self-declaration to this effect on the company’s letterhead should be submitted. The bidder must submit a Declaration in the format mentioned in Annexure VII.	
6	The offered solution should have local content compliance as per MII guidelines.	Certificate as per Declaration by Authorized Signatory on the letter head of the company.	
7	The bidder should not be involved in any litigation which threatens solvency.	Certificate by Authorized Signatory on the letter head of the company.	



8	The bidder should have a Support Centre located in India and must provide maintenance/support for the offered solution.	Self-certification with list of support centres and documentary proof (office registration details).	
9	The bidder's directors should not be convicted of criminal offences related to professional conduct/misrepresentation.	Certificate by Authorized Signatory on the letter head of the company.	
10	None of the bidder's subsidiaries, associates, holding companies, or related entities should be owned by any Director or Employee of PSB Alliance Pvt Ltd.	Certificate by Authorized Signatory on the letter head of the company.	
11	None of the bidder's subsidiaries, associates, holding companies, or related entities with common partners/directors should participate in this bid.	Self-Certificate to be submitted by Authorized Signatory on the letter head of the company.	
12	Minimum Workforce of 300 Employees as on date of RFP (Exempted for MSME bidders)	Declaration on letter head with PF challan/ESIC document as proof	

Declaration

We hereby declare that the information provided above is true and correct to the best of our knowledge and belief. We understand that any false declaration or misrepresentation shall lead to disqualification or termination of the contract if selected.

Authorized Signatory Name: _____

Designation: _____

Company Seal: _____

Signature: _____

Date: _____

Annexure 9.2 – Product category specific Eligibility Criteria Compliance Form

RFP Title: Request For Proposal (RFP) for “Digital Lending Partners”

RFP Ref. No.: RFP Ref. No. PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

Bidder Name: _____

Registered Office Address: _____

Authorized Contact Person: _____

Email ID: _____ **Contact No.:** _____

Bid for product category (tick on the applicable box and submit the applicable eligibility criteria form):

1. End-to-End Digital Lending Journey for Unsecured Products

2. End-to-End Digital Lending Journey for Secured Products

1. Product category specific Eligibility Criteria Compliance Form for End-to-End Digital Lending Journey for Unsecured Products:

Parameters	Eligibility Criteria	Compliance (Yes/ No)	Supporting Document
Experience with Banks	<p>The Bidder should be in the business of providing technology platform services to Financial Institutions. The Bidder should have an experience of implementing at least 1(one) end to end journey for unsecured loan products in any type of engagement in lending, such as Digital lending/Co-lending/Pool buyout/LOS/LMS in a Scheduled Commercial Bank. The Bidder should have implemented / undergoing implementation (*) the above-mentioned solutions in at least five (5) Scheduled Commercial Banks (SCBs) in India.</p> <p>*Completed / on-going projects would be considered.</p>		Copy of purchase order/contract/ credential letter from the client.
ISO Certifications	<p>The Bidder shall possess the following valid certifications as on the date of bid submission:</p> <ul style="list-style-type: none"> • ISO 20000:2018 – IT Service Management • ISO 9001:2015 – Quality Management System • ISO 27001:2013 – Information Security Management System <p>Copies of valid certificates issued by accredited certification bodies shall be submitted.</p> <p>(Note: For MSME bidder, any one of the above certifications is to be submitted)</p>		Certification copy



CMMI Maturity Level	The Bidder shall have a valid CMMI certification of Level 3 or above as on the date of submission of the bid. Documentary proof shall be provided. (Note: This is exempted for MSME bidder)		Certification copy
Experience in Cloud-Based Implementations	The Bidder shall have prior experience in implementing and supporting cloud-based solutions (public/private/hybrid cloud) for at least 1 SCB in India. Details of such implementations, including client type and scope, shall be provided.		Copy of purchase order/contract/credential letter from the client.
Experience in on-Premises Implementations	The Bidder shall have prior experience in implementing and supporting on-premises solutions for at least 1 SCB in India. Relevant project details shall be furnished.		Copy of purchase order/contract/credential letter from the client.

2. Product category specific Eligibility Criteria Compliance Form for End-to-End Digital Lending Journey for Secured Products

Parameters	Eligibility Criteria	Compliance (Yes/ No)	Supporting Document
Experience with Banks	The Bidder should be in the business of providing technology platform services to Financial Institutions. The Bidder should have an experience of implementing at least 2(two) end to end journeys for secured loan products in any type of engagement in lending, such as Digital lending/Co-lending/Pool buyout/LOS/LMS in a Scheduled Commercial Bank. The Bidder should have implemented / undergoing implementation (*) the above-mentioned solutions in at least five (5) Scheduled Commercial Banks in India. *Completed / on-going projects would be considered.		Copy of purchase order/contract/credential letter from the client.
ISO Certifications	The Bidder shall possess the following valid certifications as on the date of bid submission: <ul style="list-style-type: none"> • ISO 20000:2018 – IT Service Management • ISO 9001:2015 – Quality Management System • ISO 27001:2013 – Information Security Management System Copies of valid certificates issued by accredited certification bodies shall be submitted. (Note: For MSME bidder, any one of the above certifications is to be submitted)		Certification copy

CMMI Maturity Level	The Bidder shall have a valid CMMI certification of Level 3 or above as on the date of submission of the bid. Documentary proof shall be provided. (Note: This is exempted for MSME bidder)		Certification copy
Experience in Cloud-Based Implementations	The Bidder shall have prior experience in implementing and supporting cloud-based solutions (public/private/hybrid cloud) 1 SCB in India. Details of such implementations, including client type and scope, shall be provided.		
Experience in On-Premises Implementations	The Bidder shall have prior experience in implementing and supporting on-premises solutions for 1 SCB in India. Relevant project details shall be furnished.		Copy of purchase order/contract/credential letter from the client.

Instruction to Bidders

1. The Bidder shall provide compliance to each technical criterion listed above by marking compliance as **“Yes/No”** and attaching supporting evidence as mentioned above.
2. All responses shall be properly indexed and cross-referenced with the enclosed supporting documents.

Declaration

We hereby declare that the information and documents provided above are true and complete in all respects. We acknowledge that PSB Alliance may verify the submitted evidence and that any false statement or misrepresentation may lead to disqualification.

Authorized Signatory Name: _____

Designation: _____

Signature: _____ **Date:** _____

Company Seal: _____

Annexure 9.3 – Technical Proposal Format
(To be printed on the bidder’s letterhead)

RFP Reference No.: PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

Date: _____

To,
Senior Manager-IT & Procurement
PSB Alliance Pvt Ltd.
VIOS Tower, Wadala East,
Mumbai – 400 037

Technical Proposal Submission

We, the undersigned, submit our proposal in response to the *Request for Proposal (RFP) for “Digital Lending Partners”* issued by PSB Alliance Pvt Ltd.

We have examined the requirements, terms, and conditions in detail and hereby confirm our full compliance and willingness to deliver services as outlined in the RFP.

#	Particulars	Response from the Bidder
1	Name of the Bidder	
2	Year of establishment and constitution. (Attach a certified copy of Certificate of Incorporation / Partnership Deed as applicable)	
3	Location and full address of the Registered Office / Corporate Office	
4	Official Mailing Address of the Bidder	
5	Names and designations of authorized personnel empowered to make commitments to PSB Alliance	
6	Telephone and mobile numbers of authorized contact persons	
7	E-mail addresses of authorized contact persons	
8	Company Overview: <ul style="list-style-type: none"> • Nature and description of business • Business background and service portfolio • Client profile (including financial, government, and PSU clients) • Domestic & international presence (if applicable) • Alliances and partnerships (if any) 	
9	Compliance Confirmation: Declaration that the bidder meets all eligibility, technical, and quality standards as defined in this RFP.	

Declaration

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We unconditionally accept that PSB Alliance may apply any criteria it deems appropriate for shortlisting bidders, including those not explicitly defined in the RFP.
3. All details provided by us are true and correct to the best of our knowledge. In case of any misrepresentation of facts, PSB Alliance reserves the right to reject our proposal at any stage.
4. We confirm that this proposal shall remain valid for **180 days** from the date of bid opening.
5. We confirm that we have read and understood all clauses of the RFP and that there is **no deviation** from the terms and conditions stipulated by PSB Alliance.

Signature: _____

Name of Authorized Signatory: _____

Designation: _____

Company Name: _____

Company Seal: _____

Date: _____

Place: _____

Annexure 9.4 Compliance Certificate

RFP Reference No.: RFP Ref. No. PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

To,

Senior Manager-IT & Procurement,

PSB Alliance Pvt Ltd.

VIOS Tower, Wadala East, Mumbai

Dear Sir,

Ref: - RFP Ref. No. PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

1. Having examined the RFP including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the services in conformance to the said RFP and in accordance with our proposal.

2. We confirm that this offer is valid for 180 days from the date fixed for opening of bids.

4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

6. We agree that the Company is not bound to accept the lowest or any Bid that it may receive.

7. We are not blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ PSU/ PSE or banks in India.

8. We confirm that the empanelment under this RFP shall not automatically qualify a Bidder for award of any contract by the member banks. A contract shall be awarded to the selected empanelled Bidder only after completion of the due evaluation process undertaken by the Company, based on the specific requirements and the applicable terms and conditions of the concerned member bank. The contract period, Service Level Agreements (SLA), and other terms for the provision of digital lending services shall be governed by the individual contract awarded by the respective member bank.

Dated

(Signature)

(Name of Authorized Signatory) (Designation)

(Date) Place:

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

Annexure 9.5 Proposed Agency Profile

RFP Reference No.: PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

To,

Senior Manager-IT & Procurement,
PSB Alliance Pvt Ltd.
VIOS Tower, Wadala East, Mumbai

#	Particulars	Bidder Response
1	Names and designations of the persons authorized to make commitments to the Company (including mobile number and email ID)	
2	No. of years of experience providing services covered within the RFP	

#	Name of Client where the vendor was associated for similar type of services	Duration of association with the Client
1		
2		
3		
4		

We hereby confirm that the information provided by us is true and to the best of our knowledge.

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
Place:
(Name and address of the bidder)
(Company Seal)

Annexure 9.6 Confirmation of Terms & Conditions

RFP Reference No.: RFP Ref. No. PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

To,

Senior Manager-IT & Procurement,
PSB Alliance Pvt Ltd.
VIOS Tower, Wadala East, Mumbai

Dear Sir,

Sub: Request for Proposal for _____

Further to our proposal dated _____, in response to the captioned RFP issued by PSB Alliance Pvt Ltd. we hereby covenant, warrant and confirm as follows:

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

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
Place:
(Name and address of the bidder)
(Company Seal)

Annexure 9.7 Tender Offer Cover Letter

RFP Reference No.: PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

To,

Senior Manager-IT & Procurement,
PSB Alliance Pvt Ltd.
VIOS Tower, Wadala East, Mumbai

Dear Sir,

Having examined the tender documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide _____ to PSB Alliance as mentioned in RFP document in conformity with the said tender documents, and in accordance with the Technical bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared keeping in view, any specific bidder.

If our tender offer is accepted, we shall obtain the guarantee of a bank for a sum of ₹2,00,000 (Rupees Two Lakhs only) valid for the entire duration of the contract, with additional claim period of Twelve (12) months. Any additional PBG and other terms & conditions shall be governed by the individual contract awarded by the respective member bank.

We agree to abide by this tender offer for 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Company any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with the Company's written acceptance thereof and the Company's notification of award, shall constitute a binding contract between us.

Dated this _____ day of _____, 20

Signature: _____

In the Capacity of:- _____ duly authorized to sign the tender offer
for and on behalf of _____

Annexure 9.8 Submission Checklist

RFP Reference No.: PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026

To,

Senior Manager-IT & Procurement,
PSB Alliance Pvt Ltd.
VIOS Tower, Wadala East, Mumbai

The bidder has to ensure that the following have been submitted as a part of the RFP submission process.

Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

The following files need to be completed

Formats

The following Letters and Formats need to be submitted.

Format	Description	Submitted (Bidder)
Annexure- 9.1	General Eligibility Criteria Compliance Format	
Annexure- 9.2	Product category specific Eligibility Criteria Compliance Format	
Annexure- 9.3	Technical Proposal Format	
Annexure- 9.4	Compliance Certificate	
Annexure- 9.5	Proposed Agency Profile	
Annexure- 9.6	Confirmation of Terms & Condition	
Annexure- 9.7	Tender Offer Cover Letter	
Annexure- 9.8	Submission Checklist	
Annexure- 9.9	Pre-bid query format	
Annexure- 9.10	NDA Format	
Annexure- 9.11	Performance Bank Guarantee Format	
Annexure- 9.12	Integrity Pact	
Annexure- 9.13	EMD Format	

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

Annexure 9.9: Pre-Bid Query Format

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

If, bidder, desiring to respond to RFP, require any clarifications on the points mentioned in the RFP may communicate with PSB Alliance (Company) using the following format.

All questions received before deadline specified in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed.

Pre-Bid Query Format

Query Reference #	RFP Section (Point number)	RFP Page Number	RFP Excerpt	Query Description/ Clarification sought

Name and signature of authorized person issuing this request for clarification

Signature/Date

Official designation

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

Annexure 9.10 NDA Format

(On Rs.100 Non-Judicial stamp paper)

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

BY AND BETWEEN

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

AND

PSB Alliance Pvt. Ltd., a body corporate, established under the _____ Act _____ and having its Head Office at _____ (hereinafter referred to as "Company" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Company are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. PSB Alliance a Company created by the Public Sector Banks (PSBs), can act as an intermediary for all the PSBs and create a common applications/platform by drawing on the experience and inputs from these Banks and take advantage of the combined Scale of operations.
2. PSB Alliance will identify and empanel experienced digital lending service providers as Digital Lending Partners with PSB Alliance. The empanelled partners will support the Company in providing its member banks or scheduled commercial banks in the design, development, and maintenance of digital lending journeys, in accordance with the business requirements communicated by the member banks to the Company from time to time
3. In the course of such assignment, it is anticipated that PSB Alliance or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").
4. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of PSB Alliance. The Vendor undertakes to safeguard and protect such confidential information as may be received from the Company.

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

1. Confidential Information:

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

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

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

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

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

Nothing contained herein shall in any manner impair or affect rights of PSB Alliance in respect of the Confidential Information.

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

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

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that

contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify PSB Alliance immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

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

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

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

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

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

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

Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to PSB Alliance shall include PSB Alliance's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

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

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

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

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

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

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

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

()

(Designation)

For and on behalf of PSB Alliance

()

(Designation)

Annexure 9.11: Performance Bank Guarantee Format

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

Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Period

Account

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at _____ day of _____ Two Thousand _____

BY:

_____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____

(Hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

PSB Alliance, a body corporate, established under the _____ Act and having its Registered Office at _____ (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS Company had called for the bids for _____ and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on (Agreement) with Company subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Company, the Services / Systems and other required applications, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favour of the Company, from a Bank acceptable to the Company for a sum of Rs.....

(Rupees..... Only) being 10% of the total contract value for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the

Guarantee in favour of the Bank for a sum of Rs. (Rupees.....Only)
being the 10% of the total Contract value

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- (1) The guarantor hereby agrees and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.
- (2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Company at its office at Mumbai forthwith, and all monies payable by the Vendor to the extent of Rs..... against any loss, costs, damages, etc. suffered by the Company on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Company, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Company and the Vendor or any dispute between the Company and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
- (3) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
- (4) The Company shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Company, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Company in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
- (5) To give effect to this guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.
- (6) The liability of the Guarantor, under this Guarantee shall not be affected by
 - (a) any change in the constitution or winding up of the Vendor or any absorption, merger or
 - (b) amalgamation of the Vendor with any other company, corporation or concern; or
 - (c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
 - (a) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
 - (b) any change in the constitution of Company / Vendor; or
 - (c) any change in the setup of the Guarantor which may be by way of change in the constitution,

- (d) winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
- (7) This guarantee will remain in force for up to 66 months from the date of signing the contract.
- (8) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Company, from time to time.
- (9) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.
- (10) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Mumbai where the Company has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
- (11) Notwithstanding anything contained herein above
- I. Our liability under this Bank Guarantee shall not exceed Rs (Rupees only)
 - II. This Bank Guarantee shall be valid up to.....
 - III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before (mention validity period + claim period)

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

SIGNED AND DELIVERED BY
the within named
Guarantor,

,
by the hand of _____, its authorized official.

Annexure 9.12 Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid precontract Agreement (hereinafter called the integrity pact is made on day of the month of _____ 202_, between, on one hand, PSB Alliance Pvt. Ltd., having its headquartered and Corporate Office at _____, acting through _____, _____ (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s _____ represented by Shri _____, authorized signatory of M/s ----- (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns)of the second part .

WHEREAS the BU-YER proposes to procure (Name of the Store /Equipment /item and the BIDDER /SELLER is willing to offer /has offered the store and

WHEREAS the BIDDER is a private company/public company/Government /undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Government of India, Public Sector Insurance Company.

Now, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said store/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this integrity pact and agree as follows: -

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or accept, directly or through intermediaries, any bribe, consideration, gift, reward favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford a n advantage t o that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitment of BIDDERS

The BIDDERS commit itself to all take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives, and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has such any amount been paid promised or intended to be paid to any such Individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract details or/and the services agreed upon for such payments.

3.7 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government Department in India that justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender proposed or the contract, if already awarded. Can be terminated for such reason.

5. Earnest money (security deposit)

5.1 While submitting commercial bid, the BIDDER shall submit a declaration as per the format mentioned in the RFP for Earnest money/security.

5.2 The declaration against Earnest money / Security deposit shall be valid for the contract period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer
- (viii) To recover all sum paid in violation of this pact by bidder (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned in Para 6.1(i) to (x) of this pact also on the commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of corruption.

6.3 The decision of the BUYER to the effect that breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor (s) appointed for the purpose of this pact.

7. Fall Clause

The BIDDER undertakes that it shall not supply similar Product/systems or subsystems in comparable business circumstances at a price lower than that offered in the present bid in respect of any other Public Sector Banks/Insurance Companies in India and if it is found that within one year after the signing of the contract that similar product/systems or sub-systems is supplied by the BIDDER to any other Public Sector Banks/Insurance Companies in India at a lower price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Facilitation of Investigation

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and place of jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Mumbai.

10. Other Legal Actions

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of this signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The BIDDER undertakes that he shall not approach the Court while representing the matter to External Independent Monitors (IEMs) and he will await their decision in the matter within a time ceiling of 90 days.

13. The parties hereby sign this Integrity Pact at _____ on _____

Signed, Sealed and Delivered for "PSB Alliance Pvt. Ltd." By its constituted Authority	Signed, Sealed and Delivered for M/s _____ by its constituted Authority
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
Company Seal	Company Seal
Witness I	Witness II
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

Annexure 9.13 Format for Earnest Money Deposit (EMD) Bank Guarantee

This Bank Guarantee (hereinafter called “**Guarantee**”) is issued by <Name of Bank> (hereinafter “**Guarantor**”, which expression shall mean and include its successors) in favor of **PSB Alliance Private Limited** a company incorporated under the Companies Act, 2013 and having its registered office at Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East.Mumbai-400 037.(hereinafter referred to as “**Company**”) for and on behalf of [•] (hereinafter referred to as the “**Bidder**”).

WHEREAS:

1. The Company has issued a Request for Proposal (“**RFP**”) for as set out in the RFP reference no. **PSBA/RFP/Digital Lending/2025-26/762 Dated 27/02/2026**.
2. As per the terms of said RFP the Bidder needs to furnish a Bank Guarantee for a sum of Rs. [•]/- (Rupees [•] Only) as Earnest Money Deposit.
3. The Bidder, who are our constituents intends to submit their Bid for the said work hereby furnish guarantee in respect of the said sum of Rs. [•]/- (Rupees [•] only).

NOW THIS GUARANTEE WITNESSETH THAT:

1. We the Bank do hereby agree with and undertake to the Company, their successors, assigns that in the event of the Company coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Company, pay without demur to the Company, a sum of Rs. [•]/- (Rupees [•] Only) that may be demanded by Company. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. [•]/- (Rupees [•] Only).
2. We the Bank also agree to undertake to and confirm that the sum not exceeding Rs. [•]/- (Rupees [•] Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Company on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Company shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Company within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the Company under this guarantee shall be independent of the agreement or agreements or other understandings between the Company and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the Company.
3. We the Bank hereby further agree that –
 - a)Any forbearance or commission on the part of the Company in enforcing the conditions of the said RFP or the binding contract as per the terms of the RFP or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the Company to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. [•]/- (Rupees [•]Only)
 - b) Our liability under these presents shall not exceed the sum of Rs. [•]/- (Rupees [•] Only).
 - c)Our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

- d) This guarantee shall remain in force up to 180 days from the date of reverse auction, provided that, if so desired by the Company, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Company alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Company against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Company Guarantee shall not exceed Rs. [●]/- (Rupees [●] only).
- b) This Company Guarantee shall be valid up to [●].
- c) We are liable to pay the guaranteed amount or any part thereof under this Company Guarantee only and only if you serve upon us a written claim or demand on or before [●].
- d) All claims under this bank guarantee will be made payable at <bank's local branch (in India)>
- e) This guarantee shall be returned to us immediately upon its expiry. However, we shall be discharged from all liability under this guarantee upon its expiry, whether or not this document has been returned to us.

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

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

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

Yours faithfully,
For and on behalf of

Authorized official