Request For Proposal

for

Empanelment of Fintech(S) Companies

RFP Reference No: RFP # NTB/IT/Fintech Empanelment/2026/09/27 Dated: 05-09-2026

DISCLAIMER

The information contained in this Request for Proposal (RFP) document, or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of The Nainital Bank Limited or any of its representatives, employees, or advisors (collectively referred to as "Bank Representatives"), is provided to Bidders under the terms and conditions set out in this RFP document and any other applicable terms and conditions. This document shall not be transferred, reproduced, or otherwise used for any purpose other than it is specifically issued.

This RFP document is not an agreement and does not constitute an offer or invitation by the Bank representatives to any party other than those qualified to submit their proposals (Bidders). Its purpose is to provide Bidders with information to assist in the formulation of their proposals. This RFP document does not claim to contain all the information that each Bidder may require and may not be suitable for all recipients. It is not possible for the Bank representatives, their employees, or advisors to consider the investment objectives, financial situation, and particular needs of each party that reads or uses this RFP document.

The Bank, its employees, and advisors make no representations and shall have no liability to any person, including any applicant or bidder, under any law, statute, rule, regulation, tort, or principles of restitution or unjust enrichment for any loss, damages, costs, or expenses that may arise from or be incurred as a result of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, or reliability of the RFP and any assessments, assumptions, statements, or information contained therein, or arising from participation in this bidding process.

The Bank also accepts no liability of any nature, whether resulting from negligence or otherwise, for reliance by any Bidder on the statements contained in this RFP. Bidders are expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all required information or to submit a Bid that is not substantially responsive to the bidding document may be at the Bidder’s risk and may result in the rejection of the Bid. The Bank representatives may, at their absolute discretion and without any obligation to do so, update, amend, or supplement the information in this RFP document.

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its Directors, Officers, Employees, Contractors, Representatives, Agents, and Advisors disclaim all liability for any loss, claim, expenses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses, or disbursements incurred or incidental thereto), or damage (whether foreseeable or not) (“losses”) suffered by any person acting on or refraining from acting based on any presumption or information (whether oral or written, expressed or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it, regardless of whether the losses arise in connection with ignorance, negligence, inattention, carelessness, disregard, omission, default, lack of care, erroneous information, falsification, or misrepresentation on the part of the Bank or any of its Directors, Officers, Employees, Contractors, Representatives, Agents, or Advisors.

Checklist (for indicative purposes only)

The following items must be checked before submitting the Bid:

1. **Application Money**: Online/Offline transfer of ₹5000/-(Rupees Five thousand only), inclusive of GST@18%) in Envelope A (Eligibility Criteria Response).
2. **Bid Security (EMD): - Nil**
    - The electronic/wire transfer should be made to the designated bank account as detailed below:
    - **Account Name:** Application money & EMD.
    - **Bank Name:** The Nainital Bank Limited.
    - **Account No:** 999421390000001.
    - **IFSC Code:** NTBL0NAI999.
    - **Branch Name:** Head Office, Nainital.
    - **Address:** 7 Oaks Building, Mallital, Nainital.
    - The bidder should mention the RFP number and description in the electronic transfer details.
3. **Bid Preparation:** Eligibility Criteria cum Technical bid, must be prepared in accordance with the RFP document.
4. **Envelope A:** Include the Eligibility Criteria Response along with the Technical Criteria Response.
5. **RFP Document:** The RFP document must be duly sealed and signed by the authorized signatory on each page and enclosed in Envelope A.
6. **Supporting Documents:** All relevant certifications, audit reports, etc., must be enclosed to support claims made in the bid in the relevant envelopes.
7. **Signature Requirement:** All pages of documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.
8. Amendments notified to be checked by the bidder before final submission of the bid on the Bank's website i.e. www.nainitalbank.bank.in under tender section.

Definition of Terms

Throughout this RFP/Bid Document / Contract, the following terms shall have the meanings, as given below and shall be interpreted accordingly.

1. "RFP" means the Request for Proposal and Bank means to 'The Nainital Bank Limited.' (this document) in its entirety, inclusive of any addenda that may be issued by The Nainital Bank Limited.
2. "Proposal/ Bid" means the Bidder's written reply or submission in response to this RFP.
3. "Services" means all services, scope of work and deliverables, to be provided by a Bidder as described in the RFP and all ancillary services, necessary for the supply, design, delivery at the specified destinations, installation, testing, Implementation, Integration, putting into satisfactory operation, support & comprehensive maintenance, project management and facilities management services (FMS).
4. "System" or "solution" means and includes all the hardware, software, etc., required for operationalizing the proposed solution / Project and providing the Services as mentioned in the RFP.
5. "Bidder/Service Provider/System Integrator/Vendor" means an eligible entity/firm submitting a Proposal/Bid in response to this RFP. The legal entity who signs and submits the bid.
6. 'Bidder' means a vendor/ Fintech(s) / Start-up submitting the proposal in response to this RFP.
7. 'Fintech' means technologically enabled financial innovation that could result in new business models, applications, processes, or products with an associated material effect on financial markets and institutions and the provision of financial services
8. 'Start-up' means those entities who are,
    a. Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.
    b. Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees.
    c. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that an entity formed by splitting up or reconstruction of an existing business.
9. "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by the bank and shall include its authorized representatives, successors and permitted assignees.
10. "Acceptance of Bid" means the letter/email or any memorandum communicating to the Bidder the acceptance of its Bid.
11. "Agreement" means the contract signed between the Bank and the Selected Bidder and all the attached documents. The "Agreement" includes the RFP, subsequent modifications to the RFP, response/s of the selected bidder to the RFP and the contract document itself.
12. "Final Acceptance Testing" The bidder is required to ensure that the competent team of OEM conducts an audit of the implemented solution (production environment or test environment as decided by The bank), in order to confirm that implementation and configuration has been done as per OEM best practices and the design is suitable to deliver the required uptime, and the required performance before Final Acceptance Testing i.e., Stabilization certificate is issued by the OEM.
13. "Contract Period" means the period of 5 years computed, starting from the date of acceptance of the project by the bank i.e. Date of issuance of Purchase Order,
14. "Support & Maintenance" Comprehensive Annual Maintenance Contract (AMC) is a post acceptance support of the solution/project for the Contracted Period. Under AMC, the Bidder shall provide comprehensive support and services for all the hardware components of the proposed solution at all the project locations of the Bank.
15. "Annual Technical Support (ATS)" is for comprehensive Hardware/software maintenance post general warranty. Under ATS, Bidder shall provide comprehensive support for all the software of the proposed solution at all the project locations of the Bank. The ATS shall be for the Contracted Period.
16. "Authorized Signatory" means the person authorized by the Competent Authority of the respective bidder (say Board, in terms of applicable statutory provisions), for signing all the documents for purpose of this bid and to enter into contract thereafter, if successful in the bidding process. The documentary evidence to establish the identity and the authority of the authorized signatory must be submitted along with the bid document.

17. “Installation” or “Implementation” or “Commissioning” means the installation of the hardware equipment/software/appliance at the Bank premises or at such other location/s, as may be specified by the Bank implementation team and which will be considered complete only after successful sanity testing and integration of the installed solution with other existing IT/Non-IT infrastructure including security layers/components.
18. “Operationalization” means when all the components of the proposed solution are successfully commissioned, tested, and implemented. Thereafter, the solution must receive the necessary certifications from the respective OEMs, confirming that it is operating in full working conditions and is capable of supporting day-to-day operational requirements.
19. “Site” means the place where the product / service / solution is to be delivered and commissioned or places approved by the Bank for the purposes of the Contract together with any other places designated in the Contract as forming a part of the Site.
20. “Onsite Support” means Field engineer (FE) support to be provided by the bidder for the full tenure of the contract across The Nainital Bank Limited locations for any onsite infrastructure activities such as switch replacement, shifting, IOS upgradation, maintenance etc., which cannot be done remotely. Dedicated full-time on-site resources are not required to be deployed at all locations.
21. “One Time Cost” means cost which includes the cost of Supply, Design, Installation, Integration, Testing, Training and Implementation of Hardware, software, and any other required component of the proposed solution.
22. “Recurring Cost” means AMC/ATS for hardware, software, licenses, etc. including Resource/facilities management services FMS cost and any other recurring cost defined specifically.
23. “Uptime” of the solution/project means the duration of time all the services are available and operational. Guaranteed required uptime as specified in SLA and calculated on a monthly basis.
24. “Incident” refers to any event /malfunctioning/ abnormalities in the functioning of any of the components of the proposed solution that may lead to disruption in normal operations.
25. “Availability” means the time for which the services offered are available for conducting operations from the equipment / proposed solution hosted in the Bank proposed location.
26. “Support" means the 24x7 support which shall handle Change Management and resolution of Fault/incident Reporting, Trouble Ticketing, and related enquiries during the contracted period.
27. “Planned downtime / Scheduled downtime” means any time when any of the subsystems/proposed solution is/are unavailable because of Urgent Maintenance activities and any other scheduled maintenance or upgradation activities that may or may not be periodic. The planned downtime must be performed post approval from Bank at least 48 hours in advance or as required.
28. “Urgent Maintenance” activities are maintenance activities that cannot be postponed until the next available or scheduled maintenance window, and may include, but not limited to, restarting the applications, rebooting the servers, applying patches or fixes, reconfiguration, reloading of data etc. and must be performed post approval by the Bank.
29. “Response time” is defined as the time between the receipt of the incident report by the support team and its logging / generation of the ticket on the system.
30. “Restoration/Resolution Time” means the time taken (after the incident has been reported to the support system) till resolution subject to acceptance by the bank.

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1. Section 1 – Invitation to Bid

The Nainital Bank Ltd. Invites Bids (Technical) from eligible bidders which are valid for 180 days after the last date of submission of the bid date, for empanelment of Fintech(s) Companies.

Name of Project	Request for Proposal No. NTB/IT/Fintech Empanelment/ 2026/09/ 27 for empanelment of Fintech(s) Companies.
RFP Reference Number	NTB/IT/Fintech Empanelment/2026/09/27
Date of commencement of issue of tender document	05-09-2026
Application Money	Rs. 5000/- (Rupees Five Thousand only) plus GST@18 %) (non-refundable)
	Application money must be deposited as IMPS/NEFT/RTGS at the time of submission of Bid.
Bid Security Amount/ EMD (Earnest Money Deposit)	Nil. However, the provisionally selected Fintech(s) has to deposit a onetime Fintech(s) Empanelment Registration Fee of Rs.50,000/- (Rupees Fifty thousand only) plus GST within one week from the date of issue of Offer for Empanelment of Fintech(s), by the Bank.
Last date and time of submission of Bids	21-09-2026 (17:00 Hrs.)
Date and time of opening of Eligibility cum Technical Bids (Envelope A)	Date and time of opening of envelope A will be shared later to the Bidders (through the authorized e-mail ID shared by the Bidders.)
Validity Period	180 days after the last date prescribed for submission of bid
RFP Coordinator	Alok Sah Akshat Shukla

Interested parties may view and download the RFP Document containing detailed terms and conditions from the website: https://www.nainitalbank.bank.in/english/tender.aspx

***Note: IMPS/NEFT/RTGS should be made in favor of The Nainital Bank Limited.**
Exemption for Micro and Small Enterprises (MSEs) are exempted from paying the Application Money, provided they submit the necessary documentary evidence. Government of India provisions for MSEs shall be considered while evaluating the tender.

RFP Coordinator
Name: Alok Sah
E-mail – digitalbankingteam@nainitalbank.co.in
Contact No- +91-9927199959

Name: Akshat Shukla
Contact No- +91-8868997104
E-mail 1- ho.projects@nainitalbank.co.in
E-Mail2 - deepak.rautela@nainitalbank.co.in

1.1. Document Control Sheet

Tender Reference No.	NTB/IT/Fintech Empanelment/2026/09/27
RFP Issuance Date	03-09-2026
Name of Organization	The Nainital Bank Ltd.
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN – Empanelment.
Tender Category (Services/Goods/works)	Services / Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/Sell)	Supply/Service
Technical Evaluation (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Online/Offline
RFP Coordinator	Alok Sah E-mail 2 – digitalbankingteam@nainitalbank.co.in Akshat Shukla E-mail 1- ho.projects@nainitalbank.co.in
Bid Related Queries	E-mail – digitalbankingteam@nainitalbank.co.in Contact: +91 9927199959 Contact: +91 8868997104 Email id: ho.projects@nainitalbank.co.in
Last date of receiving written request for clarifications before the pre-bid meeting	17:00 hrs. on 10-09-2026 E-mail – digitalbankingteam@nainitalbank.co.in E-mail– ho.projects@nainitalbank.co.in
Pre-bid meeting	Pre bid meeting will be held through the online mode on 11.09.2026 between 11:00 AM and 5:00 PM. Bidder to submit the names of -2- authorized officials/persons (Maximum) along with their contact numbers, designations, and e-mail IDs on ho.projects@nainitalbank.co.in and deepak.rautela@nainitalbank.co.in Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the Bidder to join the Online Pre-Bid Meeting as per the schedule mentioned above. To join the On-Line Pre-bid meeting, the Bidder's representatives will have to click the link provided through E-mail by the Bank.
Last date and place of submission of RFP response (Closing date)	5:00 PM on 21-09-2026 at - The Nainital Bank Ltd, Head Office Seven Oaks Building Mallital, Nainital Uttarakhand - 263001
Mode of Submission of Bid	The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at the above address on or before 21.09.2026 (bid submission date). The date on dispatch of Courier / Registered Post / Speed Post receipt should be on or before the last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent to email id of RFP Coordinator mentioned in the Document Control Sheet. However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 3 days from the last date of bid submission in such

	circumstances the Bank shall not be liable, whatsoever, for such misplacement or non-delivery of the said bid envelope. Further, the Bidder, whose bid envelope is lost in transit, misplaced in transit or undelivered within 3 days since the last date of bid submission cannot resubmit his bid on the pretext of lost in transit, misplacement, or non-delivery of the Bid envelope.
Date and time and place of opening of Eligibility cum Technical Bids (envelope A)	Date and time of opening of envelope A will be shared later to the Bidders (through the authorized e-mail ID shared by the Bidders.)
Date and place of Technical Presentation (Presentation will be given by the eligible bidder only)	Date of technical presentation will be shared later to the eligible Bidders through authorized e-mail ID shared by the Bidders.
Contract Type (Empanelment/Tender)	Empanelment
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexures is compulsory	Yes
Application Money	Rs.5000/- (Rs. Five thousand only plus GST@18 %) (Non-Refundable) (Rupees Five thousand only) has to be deposited as IMPS/ NEFT/RTGS at the time of Bid submission. The Remittance should be sent on or before last date of Bid submission as per account details mentioned below: Account Name - Application money & EMD Account Number - **999421390000001** IFSC Code - **NTBL0NAI999** Branch Name - Head Office, Nainital
Bid Security (Earnest Money Deposit)	Nil
Bid Validity days	180 days after the last date of submission of bid
Location for Submission of Bid	The Nainital Bank Ltd, Head Office Seven Oaks Building Mallital, Nainital Uttarakhand - 263001
Validity of Empanelment	Three years from the date of Empanelment.
Address for communication	The Nainital Bank Ltd, Head Office Seven Oaks Building Mallital, Nainital Uttarakhand - 263001

Note: *IMPS/NEFT/RTGS should be made in favor of The Nainital Bank Ltd.

2. Section 2 – Instruction for bid submission

2.1. About the Nainital Bank Limited

The Nainital Bank Limited was established in 1922 with the objective of catering to the banking needs of the people in the region. Bank of Baroda, a premier nationalized bank, has managed the affairs of The Nainital Bank Limited since 1973. Currently, the bank operates in five states: Uttarakhand, Uttar Pradesh, Delhi, Haryana, and Rajasthan, with 179 branches, which may increase in the future as new branches open. The bank's Head Office is in Nainital, Uttarakhand, Regional Offices at Noida, Dehradun, and Haldwani, which may increase in future and other offices functioning elsewhere. The bank operates with a vision that states: "To emerge as a customer-centric national bank and become the most preferred bank for its products, services, technology, efficiency and financials."
For more details, you can visit the Bank's website www.nainitalbank.bank.in

2.2. Objective of this RFP

This Request for Proposal (RFP) document has been prepared solely by The Nainital Bank Limited ("the Bank") for empanelment of Fintech(s) Companies for enabling solutions which will enhance customer convenience and bring in process efficiencies in the organization. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and Fintech(s) Companies as identified by the Bank, after completion of the selection process as detailed in this document.

The Bank intends to empanel various Fintech(s) Companies to provide services to the Bank in specific IT areas as mentioned in the RFP. RFQ will be floated by the Bank among the Empaneled Fintech(s) Companies in the specific area and after a structured RFQ process, Bidder will be selected for providing the service / solution as per terms and conditions that will be specified in the RFQ.

2.3. Invitation to Bids

a) This request for proposal document (RFP document' or RFP) has been prepared solely to enable The Nainital Bank Limited (Bank') for empanelment of Fintech(s) Companies.

b) Bidders who are Fintech Companies and Fintech Startups and interested to get empaneled for providing identified IT Services for The Nainital Bank Limited are invited to submit their technical proposals in response to this OPEN RFP.

c) This OPEN RFP seeks proposals from bidders who possess the necessary experience, capability, and expertise to provide The Nainital Bank Limited with the required services, adhering to the requirements outlined in this document. The criteria and actual process for evaluating the responses and selecting the successful bidder will be at the bank's discretion.

d) This OPEN RFP is not an offer by The Nainital Bank Limited but an invitation to receive responses from bidders. No contractual obligation shall arise from this process unless a formal contract is signed and executed by duly authorized officials of The Nainital Bank Limited with a selected bidder. Preference will be given to bidders who have demonstrated experience in implementing and managing the outlined services within the banking industry.

2.4. Preparation for Bids

Before bid submission, the Bidder should consider all clarifications/corrigendum/s, (if any), published on the Bank's website related to the RFP/Tender Document.

Please go through the tender advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers/envelopes in which the bid documents have to be submitted and the number of documents - including the names and content of each of the documents that are needed to be submitted. Any deviations from these may lead to rejection of the bid.

Submission of Bids

a) The bidder has to provide as evidence of having paid the Application fees, in the form of Remittance Receipt in an envelope which must be marked as Envelope A along with other Pre-qualification documents.

b) In case the Application fees is remitted through IMPS/NEFT/RTGS, such details must also be submitted in the Format as mentioned in the Annexure. **(Annexure A1)**

c) The address of The Nainital Bank Ltd., name and address of the bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "**NOT TO BE**

OPENED BEFORE THE DATE AND TIME OF BID OPENING". If the envelope is not marked as specified above, THE NAINITAL BANK LTD. will not assume any responsibility for its misplacement, pre-mature opening etc.

d) The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at The Nainital Bank Limited, Head Office Seven Oaks Building Mallital – Pin 263001

e) The date on dispatch of Courier / Registered Post / Speed Post receipt should be on or before the last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent to the email id of RFP Coordinator mentioned in Document Control Sheet, immediately after dispatch.

f) However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or not delivered within 3 days from the last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, for such misplacement or non-delivery of said bid envelope.

g) Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 3 days from last date of bid submission, cannot resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.

h) One paper copy and one electronic copy of the technical Presentation (PowerPoint or Microsoft Word and Excel contained in storage media) with all documents submitted under the Technical Bid (Envelope A) must be supplied to the Bank at The Nainital Bank Limited Head Office Seven Oaks Building Mallital – Pin 263001 on or before the last date of bid submission and addressed as **"Technical Presentation of RFP Reference No: RFP # NTB/IT/Fintech Empanelment/2026/09/27. (Technical Presentation may also be submitted over the email: ho.projects@nainitalbank.co.in also CC to deepak.rautela@nainitalbank.co.in** (if in case required)

2.5. Document description

a) In this document, "RFP" shall mean "Request for Proposal." The terms "Bid," "Tender," and "RFP" are used interchangeably. Additionally, "Bank" refers to "The Nainital Bank Limited.". Similarly, the Terms "Bidder", "Vendor", "Service Provider" are used interchangeably.

b) Before submitting the bid, the Bidder is expected to examine all instructions, forms, terms and conditions, and technical specifications in the bidding document. Submitting a bid that is not responsive to the bidding document in every respect will be at the Bidder's risk and may result in the rejection of the bid without further reference to the Bidder.

2.6. Cost to bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including the cost of presentation for the purpose of clarification of the bid or otherwise. The Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

Clarification on RFP Document

a) A prospective bidder requiring clarification on the RFP document may submit queries via email to the Bank's email address: ho.projects@nainitalbank.co.in. Queries must be submitted in the following format (in an Excel file, *.xls) to be considered for clarification:

b) Email Subject: Pre-bid Queries - RFP # NTB/IT/Fintech Empanelment/2026/09/027dated 03-09-2026.

Sr.	**Document Reference**	**Page No**	**Clause No**	**Description in RFP**	**Clarification Sought**	**Additional Remarks (if any)**

c) The Bank will only respond to queries submitted in the above excel format. All queries must be received on or before pre bid meeting, the last date and time specified by the Bank as per the document control sheet of this RFP document. The Bank's responses (including the queries, without identifying the source of inquiry) will be provided to respective bidders and published on the Bank's website: www.nainitalbank.bank.in. Bidders are responsible for checking this website for any clarifications or corrigenda, as well as the Bank's responses. Please note that responses to pre-bid queries will become part of this RFP document.

d) Note: Inputs/suggestions/queries submitted by bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however, THE NAINITAL BANK LTD. is not mandated to accept any submission made by the bidder and nor will the bidder be given any written response to their submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on the Bank's website.

2.7. Amendment of RFP Document

a) At any time prior to the last date for receipt of bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document through an amendment.

b) Amendments, if any, will be notified in writing on the Bank's website www.nainitalbank.bank.in under the Tender Section and shall be binding on all bidders. Amendments will be provided in the form of addenda to the bidding documents and will be binding on bidders. It will be assumed that bidders have taken into account the amendments in their bids.

c) From the date of issue, addenda to the tender shall be deemed to form an integral part of the RFP.

d) To afford bidders reasonable time to incorporate the amendments into their bids, the Bank may, at its sole discretion, extend the last date for the receipt of Bids. The extended deadline will be posted on the Bank's website.

2.8. Bidder Qualification

e) The "bidder" as used in the RFP documents shall mean the one who has signed the Tender Form. The bidder may be represented either through the Principal Officer or their duly authorized representative; in either case, he/she shall submit a certificate of authority. All certificates and documents (including clarifications sought and subsequent correspondence) received hereby, should, as far as possible, be furnished and signed by the representative and the principal.

f) It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the bidder firm/company, or as a duly authorized representative of the bidder firm/company.

g) The authorization must be indicated by the written power of attorney accompanying the bid. Any change in the Principal Officer must be communicated to The Nainital Bank Ltd. in advance. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

2.9. Application Money

a) Bidders shall furnish, as part of their bid, an Application Money) of Rs. 5000/- (Rupees Five Thousand only) plus GST@18 %) (Non-Refundable)

b) The Application Money must be submitted in the form of IMPS/ NEFT/RTGS, favoring The Nainital Bank Ltd.

c) In case of bidders being an MSE (with valid Udyam registration number) under registration of any scheme of the Ministry of MSE, they are exempted from the payment of Application money. A valid certificate in this regard issued by the MSE/NSIC must be submitted along with the bid. (Please refer to pt. no. 2.15.11 Micro and Small Enterprises clause for details)

d) Electronic or wire transfers can be made to the designated account of The Nainital Bank Limited as detailed below:
   - Account Name: Application money & EMD
   - Name: The Nainital Bank Limited
   - Account No: 999421390000001
   - IFSC Code: NTBL0NAI999
   - Branch Name: Head Office, Nainital
   - Address: 7 Oaks Building, Mallital, Nainital

e) The bidder should mention the RFP number and description for reference in the electronic transfer details to the Bank.

2.10. Empanelment Fees.

While no earnest money has been prescribed, the bidder on being selected for empanelment has to be deposit a one-time non-refundable Empanelment Registration Fee of Rs.50,000/-(Rupees Fifty thousand only) plus applicable GST of 18 %, within one week from the intimation letter of the Bank to deposit the Empanelment fees. Bidders who do not pay the empanelment fee or provide proof of payment of Empanelment fee will not be considered for empanelment.

2.11. Period of Validity of Bids

Bids shall remain valid for 180 days from the last date (last date inclusive) of submission of bid date as mentioned in Section 1 or as may be extended. The Bank reserves the right to reject any bid valid for a shorter period as non-responsive, without any correspondence.

2.12. Extension of Period of Validity

In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids. This request and response shall be made in writing. Any clarification/request or response thereto on extension of period of bid submission or extension of period of validity shall be done as per this RFP documents.

2.13. Format and Signing of Bid

a) The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement/Contract. Such authority must be in the form of a written and duly stamped **Power of Attorney (Annexure- G)** or a Board Resolution certified by the Company Secretary, accompanying the bid.

b) All pages of the bid, except for un-amended printed literature, shall be initialed and stamped on by the person or persons signing the bid.

c) The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per the Checklist. Responses with illegible, incomplete information sheets or insufficient documentary evidence shall be rejected.

d) The Bidder shall duly sign and seal its bid with the exact name of the firm/company/LLP to whom the contract/agreement is to be issued.

e) The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the bidder, which must be initialed by the person signing the bid.

2.14. Documents comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

Envelopes A - Eligibility / Pre-Qualification and Technical Bid envelope

The Pre-qualification and Technical Bid envelope, besides the other requirements of the RFP, shall comprise the following: (The envelope should be marked as “Envelope- A Pre-Qualification and Technical Bid envelope)”

The following documents, in the listed sequence, shall be included in Envelope A:

a) Index

b) Bid submission cover letter

c) Application money details of IMPS/NEFT/RTGS (Annexure A1)

d) Bid Offer Form (without price) – Annexure B.

e) Bidder Information – Annexure C.

f) Declaration of Clean Track Record by Bidder – Annexure D.

g) Declaration of Acceptance of Terms and Conditions – Annexure E.

h) Declaration of Acceptance of Scope of Work – Annexure F.

i) Power of Attorney for signing the bid – Annexure G.

Note: Written power-of-attorney or latest Board Resolution in case of company authorizing the Principal Officer/Authorized representative to submit and duly sign the bid. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

j) Eligibility Criteria Matrix – Annexure H.

k) Audited Balance Sheet and Profit and Loss Statements, along with Auditor Reports and Notes to Accounts for the last three years. Turnover Certificate

l) CA Certificate stating that the total turnover has never exceeded Rs. 100 Cr since incorporation/registration (if applicable and only for start-ups).

m) RFP Document duly sealed and signed by the authorized signatory on each page.

n) Additional necessary supporting documents.

o) Technical / Functional Specifications (Annexure R)

p) Undertaking for Information Security as per format provided in -Annexure P

q) Client Details as per – Annexure- J also include Performance Certificate/ Email Confirmation/ Purchase Order from each client along with Letter of Empanelment.
r) Non-Disclosure Agreement - Annexure L

2.15. RFP Terms & Conditions

2.15.1. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date for submission of queries / clarifications on the RFP.

2.15.2. Correction of Errors

Correction of errors in bids will be treated as follows:

a) If there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail; and
b) If discrepancy between the part-wise quoted amounts and total quoted amount, the part-wise rate will prevail.
c) If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis will prevail.
d) If there is a discrepancy between the unit and total price, the unit price will prevail for calculation of the total price.
e) If there is a discrepancy in the total, the correct total will be arrived at by the Bank. The amount stated in the bid, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case The bank will be free to accept the amounts mentioned in the commercial bid. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.
f) Terms and Conditions of Bidders : Terms and conditions of the Bidders which are not in conformity with the RFP will not be considered part of their bids. The terms and conditions outlined in the RFP of the Bank will prevail.

2.15.3. Consortium

Consortium bids are not allowed.

Last Date & time for Receipt of Bids

a) Bids will be received by the Bank at the address specified under Section 1 - Invitation for Bids no later than the time and date specified in Section 1 -Invitation for Bids.
b) The Bank may, at its discretion, extend the last date for the receipt of bids by amending the RFP Document, in which case all rights and obligations of the Bank and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.15.4. Late Bids

Any bid received by the Bank after the last date and time for receipt of bids prescribed by the Bank, pursuant to Section 1- Invitation for Bids, shall stand rejected.

2.15.5. Modification and Withdrawal of Bids

No bid may be altered or modified after the closing time for receipt of bids. Unsolicited correspondence will not be considered. No bid may be withdrawn in the interval between the receipt date of bids and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in forfeiture of the EMD submitted by bidder.

2.15.6. Bidder's Address for Correspondence

The Bidder must designate an official mailing address for all correspondence from the Bank.

2.15.7. Contacting the Bank

Bidders shall not contact the Bank regarding their bids from the time of bid opening until the Contract is awarded. Any attempt or effort by a bidder or any person acting on its behalf, to influence the Bank's bid evaluation or contract award decisions may lead to rejection of the Bidder's bid.

2.15.8. Opening of Bids by Bank

The Bank will conduct a bid opening session as per time schedule and may ask one representative from each bidder After this, Bank will further evaluate the Bid of only those agencies whose application fees, eligibility criteria are found to be in order.

2.15.9. Evaluation of Bids

a) Bank will evaluate the bids. The decision of the Bank would be final and binding upon all the Bidders. The purpose of this clause is only to provide the Bidders with an idea/overview of the evaluation process that the Bank may adopt. However, the Bank reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

b) Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Bank's requirements, as described in the RFP Documents. Bidder must possess the technical knowhow and the commercial wherewithal that would be required to successfully deliver the project as part of the solution and also to provide the maintenance and management support services sought by the Bank, for the entire period of the agreement/contract.

2.15.10. Preliminary Examination

a) The Bank will examine the bids to determine whether they are complete, whether the bid format conforms to the RFP requirements, whether any computational errors have been made, whether required application money has been furnished, whether the documents have been properly signed and whether the bids are generally in order as required under this RFP.

b) A bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.15.11. Assistance to bidders

Any queries relating to the RFP Document and the terms and conditions contained therein should be addressed to the RFP Coordinator indicated in this RFP.

Micro and Small Enterprise (MSE/ NSIC - with valid number)

a) MSEs/ NSIC with valid numbers are exempted from paying the application money and Bid security amount for which the enterprise concerned needs to provide necessary documentary evidence. For MSEs, Government of India provisions shall be considered while evaluating the tender. Bids received without EMD and tender cost (application money) from bidders not having valid NSIC/ UDYAM number for exemption will not be considered.

b) To qualify for Tender Fee / Cost (application fee) exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered Tender Fee / Cost exemption (application fee). However, there will be no waiver of the Onetime Fintech Empanelment Registration fee of Rs.50,000/- (Rupees Fifty thousand only) which has to be remitted within one week of Receipt of Provisional offer for empanelment.

c) Bids received without Application Money for bidders not having valid registration documents for exemption will not be considered.

2.15.12. Due Diligence

Bidders are expected to examine all instructions, terms, and specifications stated in this RFP. The bid shall be deemed to have been submitted after careful study and examination of this RFP document. Bids should be precise, complete, and in the prescribed format as per the requirements of this document. Failure to furnish all information or submitting a bid that is not responsive to this RFP will be at the bidders' risk and may result in rejection of the bid. The decision of The Nainital Bank Limited regarding the rejection of bids shall be final and binding, and the grounds for rejection shall not be questioned after the final declaration of the successful bidder.

2.15.13. Language of Bids

The bids prepared by the Bidder, along with all correspondence and documents related to the bids exchanged between the Bidder and the Bank, shall be written in English language.

2.15.14. Empanelment Period

The Nainital Bank Limited intends to empanel the Fintech who have submitted the successful bids, for a period of 3 years from the date of empanelment. However, if the services are not satisfactory, the Bank reserves the right to cancel the empanelment of the particular bidder, after giving due notice of 3 months.

2.15.15. Clarification

- **a)** When deemed necessary, during the tendering process, the Bank may seek clarifications or ask the Bidders to make technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.
- **b)** THE NAINITAL BANK LTD. reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

2.15.16. RFP Abandonment

- **a)** The Bank reserves the right to abandon the selection process at any time before the notification of award.
- **b)** THE NAINITAL BANK LTD. reserves the right to request a fresh set of documents or seek clarifications on already submitted documents.

2.15.17. Disqualification

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

2.15.18. Obligations of successful Bidder

- **a)** Successful bidder should participate in the RFQ process in the specific area where the Bidder is empaneled, for selection of the Service Provider. Non participation in the RFQ by the bidder may lead to cancellation of empanelment of the Fintech(s) Company, by the Bank.
- **b)** Successful Bidder shall be responsible for any act of its employees that may result in security breach in respect of the Bank network.

3. Section 3 – Indicative areas for Empanelment

The broad indicative areas for empanelment of Fintech Companies are mentioned below:

1. Digital Journeys including end to end process for Customer Onboarding Video KYC, Online Account Opening.
2. Implementing Artificial Intelligence (AI) and /or Robotic Process Automation (RPA) including Identification of Processes, Discovery of Steps / Workflows, Supply of Licenses for RPA Tools, and providing Manpower support on Man and material basis, Training etc."
3. Developing and/ or implementing Application Programming Interfaces (API) including API Gateway, API Management and API Security solutions.
4. Implementing Data Analytics including Dashboards, ETL processes along with supply of licenses of the identified tools and providing manpower support on Man and material basis for customization of Reports and its dissemination to the identified stake holders, Dashboards including creation of Reporting servers.
5. Design and Development of ETL Tools, Data Mart, Data warehouse, Data Lakes etc including Data Extraction from Source Systems.
6. Designing Data Governance Framework, providing and implementing tools for creating Enterprise Data Dictionary, Implementing Single Source of Truth and improvement in the practices of Data Management.
7. Providing value added Solutions in the area of Performance Management, Budget Management, Human Resource Management, Payroll Management, Expenditure Management etc.
8. Implementing Document Management System along with processes for scanning of documents, Storing and retrieval of documents, managing document life cycle etc.
9. Digital Journeys for Loan Processes including Customer Onboarding, Loan Origination System, Loan Management System, Loan Monitoring system across delivery channels like Branches, Self Service using Website and Kiosks, Internet Banking, Mobile Banking and through Mobile apps.
10. Implementing Co-lending processes and solutions including onboarding of Co-lending Partners.
11. Implementation of Payment Switch Solutions and other supplementing solutions in the area of Digital Banking.
12. Implementing Artificial Intelligence in identified areas.
13. Providing AI Driven Loan Collections and Repayment Facilitation solutions.
14. Enabling process improvements in Areas relating to IT Services, Process Management, Capacity Utilisation and Management of, Network and Security Management, Bandwidth Management and Optimisation etc.
15. Implementation of Cyber Security Tools and services for improving the Cyber Security Posture of the organization, including supply of the components and providing Manpower for support in respect of these identified areas.
16. Implementation of QR Code based services for Branch and Office location / identification and discovery and related services.
17. Marketing of Banks Products and Services using QR Code enabled solutions including lead management.
18. Providing solution for Patch Management, Asset Management, Capacity Management, Inventory Management, Service Management, endpoint Posture Management, Security Management and Control, Device Management, User Management, Identity and Access Management, Authentication Management, Storage Management, Privilege Access Management, Server Management, VM Management etc.
19. Providing Solutions for enhancing Email process efficiency, control and security and implementing the same.
20. Providing Solutions in the area of Payment Gateways (including Financial Switching Solutions), Financial Inclusion, UPI etc.
21. Providing and implementing Customised Solutions for Bank's Corporate / Retail Clients by integrating the application of the Bank Clients with that of the Bank as per requirements.
22. Software customization including integration with various identified portals as per requirement.
23. Providing Solution for Performance Monitoring of Applications and required analytics to enable performance improvements.
24. Providing manpower support for Help Desk of Applications, Server Management, HCI Management, Data Migration, Onsite support services in respect of various Technologies and Applications.
25. Providing solutions for Realtime / Near Realtime reconciliation services in respect of Financial Transactions/ applicable Non using Automated solutions with reduction / elimination of manual interventions.
26. Customisation of Mobile and Web applications and support.
27. Developing and Implementing Mobile Applications and / or Web based applications for various Banking Services / products.

28. Any other area which will improve the Customer Convenience, Bank Profitability, Process Efficiency, Automation of Processes, Security and Controls etc.
29. Developing and Implementing Banking Applications specifically for usage in Social Media and other related channels.
30. Supply, Integration and Implementation of Biometric Devices / Hardware Tokens with Banking applications.
31. Supply, Implementation and Integration of Network Management and Security Solutions.
32. Supply and implementation of Audit Tools including Cyber Security Audit with performance improvements and reduction in manual intervention besides improvement in Turnaround time.
33. Implementing and integrating AI enabled Chatbots in Web Applications and Mobile applications.
34. Providing Centralised Web Proxy and Gateway Solutions for improving Cyber security of the enterprise.
35. Design and Development of Enterprise Architecture, IT and Digital Architecture and align with the Banking Architecture.
36. Fintech(s) can also propose areas of Banking Services where they can participate in providing solutions, which the Bank will consider for empanelment based on merits.

Note 1: Wherever applicable, the empaneled Fintech companies need to recommend / provide the requisite tools / licenses as applicable for implementation of the solution.

Note 2: The Bank intends to empanel a maximum of 5 Fintech Companies for each indicative area of empanelment.

Note 3: If adequate number of Technically qualified bidders and finally empaneled FinTech's in a particular area after this empanelment process is inadequate, the Bank may reinitiate the process of empanelment for those areas, at any time, at its discretion, so that adequate number of FinTech's and Fintech Startups are empaneled in the respective area.

Note 4: The Bank may also change the indicative areas for empanelment based on emerging needs and priorities of the Bank

3.1. Project Timeline

The Bank intends to onboard the FinTech's based on this RFP within a maximum indicative period of 90 days. However, the RFQs to the empanelled FinTech's for the required area of implementation will be issued from time to time as per the needs of the Bank and as per notes mentioned in Section 3.

3.2. Subcontracting

The Bidder is not permitted to subcontract the services. However, wherever the licenses are required, the same will be procured by the Bank either from the Bidder, Identified vendors of the Bank or OEM as per the discretion of the Bank. In case bank has enterprise agreement with the OEM, the same will be utilized as applicable.

4. Section 4 – Eligibility Criteria

4.1. Eligibility Criteria

4.1.1. Common Criteria

#	Criteria	Documents to be submitted
1	Bidder should be any of the following:	Certificate of Incorporation issued by Registrar of Companies wherever applicable along with
	a. Incorporated as a public/private limited company (as defined in the Companies Act, 2013) or	1. Copies of Memorandum of Association 2. Copies of Articles of Association
	b. Registered as a partnership firm (registered under section-59 of the Partnership Act, 1932) or	1.Partnership Deed. 2.Registration Certificate for the firm.
	c. A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.	Shareholding pattern along with Registration Certificate
	d. Companies registered as MSME Entrepreneur & still categorized as MSME as on EOI submission date.	MSME Registration Certificate.
	e. Start-up company recognized from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion).	Registration Certificate PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.
	The company/firm must neither be a foreign company nor subsidiary of any foreign company.	Self-declaration to this effect on the company's letterhead should be submitted. Supporting documents to be submitted.
3	The solution offered by the company should not violate any Intellectual Property Rights and must comply to data localization and have strict policies with regards to Data Privacy as per the Digital Personal Data Protection Act 2023 and any further amendment to the same.	Self-declaration to this effect on the company's letterhead should be submitted.
4	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Annexure C (Para 8.4) to be submitted.
5	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.
6	The Bidder should be providing software / solutions in the Fintech Category to BFSI	Implementation certificate from at least two Clients in BFSI sector specifying that the solution in the respective category /area has been provided by the Bidder.
7	The FinTech must ensure adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure.	Self-declaration to this effect on the company's letterhead should be submitted.

4.1.2. Criteria for Fintech Start-ups

1	The company should not be formed by splitting up or reconstructing any existing business/company	Self-declaration to this effect on the company's letterhead should be submitted. Supporting documents to be submitted.
2	The "Certificate of Recognition" as a "Start-up" from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) OR the FinTech entity should be in the process of applying for the same.	Startup India Recognition Certificate (DPIIT Recognition) issued by the Department for Promotion of Industry and Internal Trade. to be submitted. The firm/company should be

	The participating Startup company should be in business of Banking Technology/ Digital Product and the categories for which the bidder applied.	a “Start-up“ as on date of signing the contract with the bank.
3	The FinTech entity should not be older than a period of ten years from the date of its incorporation/ registration	The relevant supporting document to be submitted.
4	The turnover of the start-up should not have been greater than Rs. 100 crores from the year of commencement or last ten years whichever is later.	Certificate from the Chartered Accountant to be submitted.

4.1.3. Criteria for Other than Fintech Start-ups

1	The FinTech should have a paid-up capital of ₹ 50 lakhs and above.	Certificate from the Chartered Accountant to be submitted
2	The FinTech should have achieved minimum annual turnover of ₹ 5 Crore from the FinTech business for its Indian operations during preceding financial year.	Certificate from the Chartered Accountant to be submitted.
3	The FinTech shall have a minimum net worth of ₹ 25 lakh as per its latest audited balance sheet	Certificate from the Chartered Accountant to be submitted.
4	The FinTech should have undertaken similar projects in any of the Banks in India.	Satisfactory work Certificate in this regard should be submitted.
5	The conduct of the Bank account of the FinTech as well as its promoter/ director should be satisfactory.	The relevant supporting document to be submitted.
6	The credit history of the promoter/ director/FinTech should be satisfactory.	Self-declaration clearly mentioned Bank/FI from which credit availed by bidder. Bidder will also mention ongoing & pending litigation as on date of bid submission.
7	The FinTech should be able to demonstrate that the products/services are technologically ready for deployment.	Self-declaration to this effect on the company’s letterhead should be submitted.
8	The FinTech must ensure compliance with the existing regulations/laws on consumer data protection and privacy.	Self-declaration to this effect on the company’s letterhead should be submitted.

4.1.4. Empanelment Period

Empanelment would be for a period of three (03) years from the date of issuance of empanelment letter / agreement subject to satisfactory service and half yearly review. However, Bank may decide to empanel fresh set of companies before expiry of empanelment period of three (03) years if found necessary for any reasons.

If the service provided by the bidder is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any tender is false or if irregularities shown by the bidder for applying for the tenders, Bank shall reserve the right to remove such vendors from the empanelled list without giving any notice to the vendor in advance. If called for, the bidder should be ready to participate in Banks’s tender process as per the terms and conditions of the respective RFQ. Any bidder, empanelled under this empanelment, if fails to participate in more than 3 (three) tenders / Request for Quotes (RFQ) floated by the Bank, it is upto the discretion of the Bank to remove the said vendor from the list of empanelment.

5. Section 5 - Bid Opening and Bid Evaluation

Eligibility cum Technical Bid i.e. Envelope ‘A’ will be opened.

5.1. Opening of Eligibility and Technical Bids Envelope A

Nainital Bank will open Eligibility cum technical bid (Envelope ‘A’) on the date, time and address mentioned in Section 1 or as amended by Nainital Bank from time to time.

5.2. Objective of Evaluation Process

a. The Evaluation will be undertaken by an Internal Committee formed by the Bank. The Bank may consider recommendation made by External Experts /consultants on the Technical Evaluation. The decision of the technical evaluation committee shall be final.

b. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required eligibility and technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation. This shall be binding on all Bidders and the Bank’s decision in the matter will be final.

c. Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.

d. Bank may call for any clarifications/additional particulars on the Eligibility cum Technical bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder’s offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. The Nainital Bank Ltd. also reserves the right to conduct Reference Site Visits at the Bidder’s client sites, which the Bidder has to organise as and when indicated by the Bank.

e. Adherence to Terms and Conditions: The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. The bidder is required to put in a no deviation bid as per **Annexures.** 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.

5.3. Eligibility cum Technical Bid

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

a. Brief about the company

b. Specialization of the bidder in various domain areas specified by the Bank

c. Any other relevant areas

Maximum of 3 participants per firm/company will be allowed for in-person or a virtual presentation as per the Bank’s discretion.

5.4. Technical Evaluation Criteria

Table-A

Evaluation of Bids: - FinTech (Start-up)				
Sl.	**Parameters**	**Max. Marks**	**Criteria**	**Marks**
1a	Experience / Case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank	**10**		Bidders having relevant Experience in Scheduled Commercial Bank. (Maximum 15 marks) (3 marks for experience in each Scheduled Commercial Bank /)

				(Purchase Order along with customer credential letter / Completion Certificate to be submitted
1.b	Empanelment as Fintech Startup in any Scheduled Commercial Bank	**5**	Letter of empanelment issued by the Respective Bank	Maximum 5 marks with one mark for each Bank where empanelled.
2	Experience of the Fintech (Track Record)	**15**	No of Completed Projects (in Particular Domains of RFE)	
	a). Similar Projects (as mentioned in Section 3 – Indicative areas of Empanelment) experience Executed in Scheduled Commercial Bank sector (Purchase Order along with Customer Credential letter/ Completion Certificate to be submitted)	10	Above 5	10
			4-5	8
			3	6
			2	4
			1	2
	b). Number of years of operation in India as on date of RFP (Publication Date)	5	Upto 3 years	3
			>3 years	5 (Additional 1 mark for each additional year. subject to max of 5 marks)
3	Presentation (Part of Technical Evaluation) *(Presentation will be evaluated by Bank's internal Committee)*	**20**	Presentation Covering Experience/ Technical Proposal including Methodology & Approach, Team Composition, Work Schedule and Activity Schedule including Specialization of the bidder in various domain areas specified in the RFP.	15
			Demo on Projects executed (on Projects specified in RFE)	5
	Total	**50**		

Table-B

Evaluation of Bids: - FinTech (Other than Start-up)				
Sl.	**Parameters**	**Max Marks**	**Criteria**	**Marks**
1a	Experience / Case studies of relevant experience of projects as per context of this RFE. Relevant Experience of working with Scheduled Commercial Bank	**10**		Bidders having relevant Experience in Scheduled Commercial Bank '. (Maximum 15 marks)

				(3 marks for experience in each Scheduled Commercial Bank) (Purchase Order along with customer credential letter / Completion Certificate to be submitted
1b	Empanelment as Fintech in any Scheduled Commercial Bank	**5**	Letter of empanelment issued by the Respective Bank	Maximum 5 marks with one mark for each Bank where empanelled.
2	Experience of the Fintech (Track Record)	**15**	No of Completed Projects (in Particular Domains of RFP)	
	a). Similar Projects (as mentioned in below Table-C) experience Executed in Scheduled Commercial Bank (Purchase Order along with Customer Credential letter/ Completion Certificate to be submitted)	10	Above 5	10
			4-5	8
			3	6
			2	4
			1	2
	b). Number of years of operation in India as on date of RFP (Publication Date)	5	Upto 3 years	3
			>3 years	5 (Additional 1 mark for each additional year. subject to max of 5 marks)
3	Presentation (Part of Technical Evaluation) (Presentation will be evaluated by Bank's internal Committee)	**20**	Presentation Covering Experience/ Technical Proposal including Methodology & Approach, Team Composition, Work Schedule and Activity Schedule including Specialization of the bidder in various domain areas specified in the RFP.	15
			Demo on Projects executed (on Projects specified in RFE)	5
	Total	**50**		

- The Technical Proposal will be evaluated for technical suitability as mentioned in **Technical Evaluation Criteria**. The bidder needs to achieve a cut – off score of **35 marks (out of 50 marks)** in this evaluation stage to be **Technically Qualified**.
- Total marks in **Technical Evaluation are 30 and 20 marks** for the Presentation.
- Based on the marks scored out of **50 marks** (i.e. including presentation which shall carry **20 marks)**, the Top Scoring Bidders will be selected for empanelment, as per discretion of Bank.
- The Bank proposes to empanel a maximum of 5 bidders for each category of Indicative areas of empanelment, as listed in Section 3 of the RFP. This will be based on the Top 5 bidders who have scored

the maximum number of marks in the technical evaluation and unconditional acceptance of the provisional offer for empanelment for a particular area of empanelment.

- However, the number of empanelled bidders for each parameter may vary at the discretion of the Bank.
- In case there are no adequate qualifying participants for a particular area mentioned in Section 3- Indicative areas of empanelment, the Bank will have the discretion to lower the cut off for Technical Qualification.

5.5. Post- Empanelment Phase

Empanelled Bidders will be able to participate and submit commercials quotes along with technical expertise details called through **closed RFQ** process as per Banks requirement. Bank will have the discretion not to consider the empanelled bidder for the specific purpose, if they do not possess necessary skill set/ technical manpower required to carry out the work.

6. Section 6 - Terms and Conditions

Bank's Right to Accept Any Bid and Reject Any or All Bids

The Bank reserves the right to accept any bid, to annul the RFP/tender process, and to reject all bids at any time prior to the award of the Contract, without incurring any liability to the affected Bidder or Bidders, or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

The Bank proposes to empanel a maximum of 5 bidders (including both Fintech and Startup FinTech's) for each of the Categories for Empanelment based on the technical evaluation of the Bids.

In case there are inadequate number of eligible bids in some of the areas specified in Section 3 – Indicative areas of empanelment, the Bank may reinitiate the process at a later time as per discretion of the Bank, to get more number of bidders for empanelment for those areas of empanelment, where the bids received are less in number. The objective is to have adequate number of empaneled vendors in each indicative category of empanelment.

6.1. Notification of Award

Prior to the expiration of the period of bid validity (180 days after the last date of submission of bid date), the Bank will notify the successful Bidder in writing that its offer for empanelment has been provisionally accepted subject to payment of one-time nonrefundable Fintech Empanelment Registration fee of Rs.50,000/- plus GST. The bidder has to submit the acceptance of the offer for empanelment along with the proof of payment of Onetime non-refundable Fintech Empanelment registration fee. The acceptance letter should be submitted within one week from the date of issue of Offer for Empanelment of Fintech by the Bank.

The Bank will publish the list of empaneled Fintech Companies in the Website, after the evaluation process and Final acceptance of the Offer of empanelment by the successful bidders.

6.2. Empanelment

After the Technical evaluation process, the selected bidders will be notified as to the Bank's intention to empanel in a particular area, on completion of the requisite formalities and payment of the prescribed empanelment fee.
The list of the empanelled Fintech Companies along with the area of empanelment will be displayed in the Bank's website, after completion of the requisite formalities.
The Bank will float RFQ among the empanelled Fintech Companies (empanelled for the specific particular area) along with the scope of work, functionalities required, Terms and Conditions etc., as per Bank needs and as and when required. The bidder to whom the RFQ is issued should follow the guidelines for submission of the response to the RFQ as per the RFQ document as and when floated by the Bank.

6.3. Termination of Empanelment

1. The Bank shall serve the 30 days' notice of termination to the Shortlisted Fintech Company before terminating the Empanelment of the selected bidder.
2. The Bank will be entitled to terminate the Empanelment, without any cost to the Bank and recover expenditure incurred by the Bank, on the happening of any one or more of the following:
   - The selected Fintech Company breaches any of the terms and conditions of the bid.
   - The selected bidder goes into liquidation voluntarily or otherwise or appointment of receiver or manager of any of the successful bidder's assets or insolvency of the successful bidder.
   - Distress, execution or other legal processes being levied on or upon any of the successful bidder's goods and/ or assets.
   - If the successful bidder assigns or attempts to assign his interest or any part thereof of the project assigned.
   - An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
   - Non-satisfactory performance of the successful bidder during implementation and operation.
   - An act or omission by the successful Bidder, its employees or its agents in the performance of the services provided in the contract and this RFP including delay in performance of the services beyond the specified period or any other reason which in the judgment of the Bank does warrants termination of contract
   - Failure to perform services to the satisfaction of Bank.

- Material discrepancies in the Services noted by the Bank. The Bank reserves the right to procure the same or similar service from the alternate sources at the risk, cost and responsibility of the Successful bidder.
- Successful bidder is found to be indulged in frauds.
- The Bank suffers a reputation loss on account of any activity of empaneled vendor or penalty is levied by regulatory authority.
- The Bank identifies that the solution is no longer required due to change in business needs or is not meeting the intended objectives.

In the event of subcontract or assignment contrary to the terms of agreement

3. FURTHERMORE, THE NAINITAL BANK LTD. may, at any time, terminate the Empanelment by giving written notice of -30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract will be invoked.
4. In case of any takeover/merger/acquisition/transfer of ownership of bidder, the responsibility for smooth transition to the new entity lies with the bidder. Moreover, Bank will be informed in advance through written notice of likely event of any takeover/merger/acquisition/transfer of ownership of Bidder. If the contract is terminated by the Bank, the Bank shall also be entitled to get back the infrastructure and hardware, if any, provided by the Bank. Termination of contact by the Bank may also be accompanied by a de-facto blacklisting of the successful bidder.

6.4. Conflict of Interest

The Bank requires that bidder shall provide professional, objective, and impartial advice and at all times hold the Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Bank. Bidder has an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment

6.5. Confidentiality and Non-Disclosure of the Document

1. The RFP Document submitted by the bidder is confidential. The Bidder shall ensure that no part of the RFP Document is disclosed in any manner. The document contains information that is proprietary to the Bank. Additionally, the bidder will have access to internal business information of the Bank and its associates. The bidder shall ensure that its employees maintain full confidentiality of all information. Disclosure, reproduction, or transmission of this RFP, any amendments, specifications, plans, drawings, patterns, samples, or any related information to parties not directly involved in providing the requested services may result in disqualification, premature termination of the contract, and legal action for breach of trust.
2. No media release, public announcement, or reference to the RFP or any related program shall be made without the Bank's written consent. Reproduction of the RFP or any other document without written consent of the Bank, through photographic, electronic, or other means, is strictly prohibited. The successful bidder will be required to sign a Confidentiality and Non-Disclosure Agreement with the Bank.

6.6. Prevention of Corrupt and fraudulent practices:

It is required that every participating bidder is required to sign a pact:

1. Every Bidders / Suppliers / Contractors/Service Providers are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy.
2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
3. "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

4. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.7. Tender Related Condition

The Bidder must confirm unconditional acceptance of full responsibility for completing the job and executing the 'Scope of Work' as detailed in this tender. This confirmation should be submitted as part of the Technical Bid.
The Bidder shall also be the sole point of contact for all matters related to the Contract. The Bidder should not be involved in any major litigation or arbitration that may impact the delivery of services as required under this contract. If any suppression or falsification of such information comes to the Bank's attention during the tendering process or during the term of the Contract, the Bank shall have the right to reject the bid or terminate the contract without any compensation to the Bidder and/or claim damages before the court resulting from such rejection or termination.

6.8. Rejection Criteria

Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under the following circumstances:

6.8.1. General Rejection Criteria

a) Bids submitted without or with improper Application Money.
b) Bids received through telex, telegraphic means, fax, or email will not be considered for evaluation.
c) Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
d) Bids that do not confirm unconditional validity as prescribed in the Tender.
e) If the information provided by the Bidder is found to be incorrect or misleading at any stage during the Tendering Process.
f) Any effort by a Bidder to influence the Bank's bid evaluation, comparison, or contract award decisions.
g) Bids received after the last date and scheduled time for receipt as prescribed by the Bank.
h) Bids lacking power of authorization and any other document providing adequate proof of the signatory's ability to bind the Bidder.

6.8.2. Technical Rejection Criteria

a) Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to RFP document in every respect.
b) Bidders not quoting the offered area for empanelment as indicated in the RFP Document, corrigendum/ addenda (if any), and subsequent information given to bidders.
c) Bidders not complying with material technical requirements regarding functionality, specifications, and general terms and conditions as stated in the RFP Document.
d) Bidders not producing the required evidences for substantiating the compliance in respect of the bid format.
e) The Bidder not confirming unconditional acceptance of full responsibility for providing services.
f) Bidders not scoring the minimum marks as mentioned in the Tender.

6.9. Force Majeure

Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.

6.10.Arbitration

Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter. If the designated official of the Bank and the Bidder are unable to resolve the dispute within -30- days from the commencement of such informal negotiations, they shall immediately escalate the dispute to their Senior Authorized Personal. If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in, Nainital Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The right to appoint arbitrator shall lie with the bank only

6.11.Jurisdiction

The jurisdiction for all disputes shall be in Nainital, Uttarakhand, India.

6.12.Safety

All safety codes and preventive measures for this type of work shall be strictly followed. All personnel and staff will remain under the authority of the bidder. In the event of any mishap causing injury, disability, or death on-site or off-site during or after the project due to negligence by the bidder’s staff, the bank shall not bear any responsibility in any case. No claims in this regard shall be paid by the bank.

6.13.Statutory Laws

The vendor shall comply with all applicable statutory rules, regulations, and notifications regarding taxes, duties, labor, and other relevant matters in force at any given time, including registration, labor laws, payments, ESIC, PF, insurance etc. The vendor shall coordinate these matters directly with the relevant authorities directly.
Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement

6.14. Confidential Information

All information exchanged between the parties will remain confidential. If the implementation project requires the disclosure of, or receipt of confidential information, such actions will be made with mutual agreement and may involve a separately executed MoU or non-disclosure agreement with the vendor by the bank.

6.15. Terms of empanelment

The empanelment will be valid for 3 years from the date of empanelment. However, the Bank may terminate the empanelment at any time, after due notice, in case of performance deficiencies in the works awarded to the Bidder, based on RFQ process subsequent to empanelment. Further the Bank may reduce the period of empanelment due to changes in the emerging requirements and focus on new areas of implementation.

7. Documents Envelope A

7.1. Annexure A1 - Bidder's Letter for Application Money Details

To,
Chief Operating Officer
Nainital Bank Ltd
Head Office
Mallital, Nainital -263001 (Uttarakhand)

Selection of Service Provider for Empanelment of Fintech(s) companies

Subject: RFP # NTB/IT/Fintech Empanelment/2026/09/027 Dated: ______________for "RFP for empanelment of Fintech Companies"

We have enclosed an Application Money in the form of a IMPS/NEFT/RTGS - UTR No__________________ issued by the branch of the______________________Bank, for the sum of Rs___________________________ (Rupees_________________________).

This Application money is as required by clause 2.11 of the Instructions to Bidders of the above referred RFP.

Thanking you,

Yours faithfully,

(Signature of the Bidder)
Name:
Designation:
Seal:
Date:
Business Address:

7.2. Annexure B - Bid Offer Form (Bidder's Letter Head)

OFFER LETTER

Date:

To,
Chief Operating Officer
Nainital Bank Ltd
Head Office
Mallital, Nainital -263001 (Uttarakhand)

Dear Sir,

Subject: RFP # NTB/IT/Fintech Empanelment/2026/09/027dated ___________ for "Request for proposal for Empanelment of Fintech(s) Companies"

We have examined the above-mentioned RFP document. As per the terms and conditions specified in the RFP document, responses to the pre-bid queries and in accordance with the schedule of prices indicated in the commercial bid(at the time of RFQ) and made part of this offer.

We acknowledge having received the following addenda / corrigenda/ pre-bid responses to the RFP document.

Addendum No. / Corrigendum No/Pre-bid responses	Dated

While submitting this bid, we certify that:

We place our offer for empanelment in the following Areas.

1.
2.
3.

We have also attached proof of implementation in at least two BFSI organizations for each of the above Areas offered for empanelment.

1. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
2. We agree that the Terms, and conditions furnished in this RFP are for The Nainital Bank Limited.
3. If our offer is accepted, and we are empaneled we undertake to abide by all the terms and conditions of empanelment.
4. We agree to abide by this offer till 180 days after the last date of submission of bid date stipulated by The Nainital Bank Limited for submission of bid, and our offer shall remain binding upon us and may be accepted by The Nainital Bank Limited any time before the expiry of that period.
5. Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, The Nainital Bank Limited will have the right to disqualify /blacklist us.

We undertake to comply with the terms and conditions of the bid document. We understand that The Nainital Bank Limited may reject any or all the offers without assigning any reason whatsoever.

Yours sincerely,
Authorized Signature
[In full and initials]:
Name and Title of Signatory:
Name of Company/Firm:
Address

7.3. Annexure C - Bidder Information

(Bidder's Letter Head)

To,
Chief Operating Officer
Nainital Bank Ltd
Head Office
Mallital, Nainital -263001 (Uttarakhand)

Sub: Request for proposal (RFP) for RFP # NTB/IT/Fintech Empanelment/2026/09/027 dated __________.

Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items/activities mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

We also submit the required information along with documentary evidence in the following format:

Sr.	Particulars	Details
	Name of the Bidder	
	Address of the Bidder	
	Status of the Company (Public Ltd/ Pvt. Ltd)/Firm/LLP etc.	
	Details of Incorporation of the Company/Firm	
	Details of Commencement of Business	Date: Ref
	GSTIN Number HSN Number	
	Permanent Account Number (PAN)	
	Name & Designation of the authorized contact person to whom all references correspondence shall be made regarding this tender Including (Contact no and Email id:)	
	Telephone No. (with STD Code) a) Landline b) Mobile	
	E-Mail of the contact person:	
	Fax No. (with STD Code)	
	Website	
	Nature of Company (Whether Startup Fintech or Fintech other than startup Fintech)	
	Details of IMPS/NEFT/RTGS transaction details (if Application Money, Fees for proposed solution features, and EMD are credited to Bank through electronic mode).	
	Category in which Bidder is proposing empanelment (Out of List as per Section 3 – Indicative areas for Empanelment)	
	Details of accounts wherein the EMD amount is to be returned if the EMD is sent through IMPS/ NEFT / RTGS.	The following details are to be submitted: Account Name – Account Number – IFSC Code – Bank Name - Branch Name -
Financial Details (as per audited Balance Sheets) (in Cr)		

	Year	2022-2023	2023-2024	2024-2025	2025-26
	Net worth				
	Turn Over				
	Operating Profit				
	Net Profit After Tax (PAT)				

If our Bid is accepted, we undertake to comply with the Terms and conditions as mentioned in the Tender Document.

1. We agree to abide by this Tender Offer for 180 days after the last date of submission of bid date and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
2. This Bid, together with your written acceptance thereof and your notification of empanelment, shall constitute a binding Contract between us.
3. We undertake that in competing for and if the empanelment is made and subsequently if any work is awarded 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".
4. We certify that we have provided all the information requested by the bank in the format requested for.
5. We agree to the condition that the Bank shall empanel a maximum of 5 bidders in each category/areas of empanelment as mentioned in Section 3 of the RFP – Indicative areas for empanelment.
6. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or for any other reason.

Dated this…………………………by ……………………….2026

Yours faithfully,
Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

7.4. Annexure D - Declaration for Clean Track Record

(Bidder's Letter Head)

To,
Chief Operating Officer
Nainital Bank Ltd
Head Office
Mallital, Nainital -263001 (Uttarakhand)

Dear Sir,

Subject: RFP # NTB/IT/Fintech Empanelment/2026/09/027 _________ for "Request for proposal for Empanelment of Fintech Companies"

I have carefully gone through the Terms & Conditions contained in the NTB/IT/Fintech Empanelment/2026/09/027 dated ________
I hereby declare that my company has not currently been debarred/blacklisted by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am a competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal Date:
Business Address:

7.5. Annexure E - Declaration for Acceptance of RFP Terms and Conditions

(Bidder's Letter Head)

To,
Chief Operating Officer
Nainital Bank Ltd
Head Office
Mallital, Nainital -263001 (Uttarakhand)

Dear Sir,

Subject: RFP # NTB/IT/Fintech Empanelment/2026/09/027 dated _________ for "Request for proposal for Empanelment of Fintech Companies"

I/WE have carefully gone through the terms & conditions contained in the NTB/IT/Fintech Empanelment/2026/09/027 dated _______.
I/WE declare that all the provisions of this RFP/Tender Document are acceptable to my company. I/WE further certify that _____________ is the authorized signatory of my company and, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal Date:
Business Address:

7.6. Annexure F - Declaration for Acceptance of Scope of Work

(Bidder's Letter Head)

To,
Chief Operating Officer
Nainital Bank Ltd
Head Office
Mallital, Nainital -263001 (Uttarakhand)

Dear Sir,

Subject: RFP # NTB/IT/Fintech Empanelment/2026/09/027 dated _________ for "Request for proposal for Empanelment of Fintech Companies.

I/WE have carefully gone through the scope of work (including the scope of work mentioned in responses to pre-bid queries/Corrigendum/Corrigenda) contained in the NTB/IT/Fintech Empanelment/2026/09/027 dated _______

I/WE declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal Date:
Business Address:

7.7. Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we ---------------------------(name of the company and address of the registered office) do hereby appoint and authorize ----------------- (full name and residential address) who is presently employed with us holding the position of-------------------------------as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for----------- in response to the NTB/IT/Fintech Empanelment/2026/09/027 dated _________ for “Request for proposal for Empanelment of Fintech Companies ”, including signing and submission of all the documents and providing information/responses to The Nainital Bank Limited in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this day of_____________________ 2026.
For .

(Signature)

(Name Designation and Address)

Accepted

(Signature)
(Name Designation) Date:
Business Address:

7.8. Annexure HA - Undertaking for Eligibility Criteria

(Bidder's Letter Head)

Common Criteria

Sr.	Criteria	Documents to be submitted
1	Bidder should be any of the following:	Certificate of Incorporation issued by Registrar of Companies wherever applicable along with
	a. Incorporated as a public/private limited company (as defined in the Companies Act, 2013) or	1. Copies of Memorandum of Association 2. Copies of Articles of Association
	b. Registered as a partnership firm (registered under section-59 of the Partnership Act, 1932) or	1.Partnership Deed. And 2.Registration Certificate for the firm.
	c. A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.	Shareholding pattern along with Registration Certificate
	d. Companies registered as MSME Entrepreneur & still categorized as MSME as on EOI submission date.	MSME Registration Certificate.
	e. Start-up company recognized from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion).	Registration Certificate PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.
2	The company/firm must neither be a foreign company nor subsidiary of any foreign company.	Self-declaration to this effect on the company's letterhead should be submitted. Supporting documents to be submitted.
3	The solution offered by the company should not violate any Intellectual Property Rights and must comply to data localization and have strict policies with regards to Data Privacy as per the Digital Personal Data Protection Act 2023 and any further amendment to the same.	Self-declaration to this effect on the company's letterhead should be submitted.
4	Bidder should not have been debarred / black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Annexure C (Para 8.6) to be submitted.
5	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.
6	The Bidder should be providing software / solutions in the Fintech Category to BFSI	Implementation certificate from at least two Clients in BFSI sector specifying that the solution in the respective category /area has been provided by the Bidder.
6	The FinTech must ensure adequate safeguards built in its IT systems to ensure that it is protected against unauthorised access, alteration, destruction, disclosure.	Self-declaration to this effect on the company's letterhead should be submitted.

Criteria for Fintech Start-ups

1	The company should not be formed by splitting up or reconstructing any existing business/company	Self-declaration to this effect on the company's letterhead should be submitted. Supporting documents to be submitted.
2	The "Certificate of Recognition" as a "Start-up" from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) OR the FinTech entity should be in the process of applying for the same.	**Startup India Recognition Certificate** (DPIIT Recognition) issued by the Department for Promotion of Industry and Internal Trade. to be submitted. The firm/company should be a "Start-up" as on date of signing the contract with the bank.

	The participating Startup company should be in business of Banking Technology/ Digital Product and the categories for which the bidder applied.	
3	The FinTech entity should not be older than a period of ten years from the date of its incorporation/ registration	The relevant supporting document to be submitted.
4	The turnover of the start-up should not have been greater than Rs. 100 crores from the year of commencement or last ten years whichever is later.	Certificate from the Chartered Accountant to be submitted.

Criteria for Other than Fintech Startups

1	The FinTech should have a paid-up capital of ₹ 50 lakhs and above.	Certificate from the Chartered Accountant to be submitted
2	The FinTech should have achieved minimum annual turnover of ₹ 5 Crore from the FinTech business for its Indian operations during preceding financial year.	Certificate from the Chartered Accountant to be submitted.
3	The FinTech shall have a minimum net worth of ₹ 25 lakh as per its latest audited balance sheet	Certificate from the Chartered Accountant to be submitted.
4	The FinTech should have undertaken similar projects in any of the Banks in India.	Satisfactory work Certificate in this regard should be submitted.
5	The conduct of the Bank account of the FinTech as well as its promoter/ director should be satisfactory.	The relevant supporting document to be submitted.
6	The credit history of the promoter/ director/FinTech should be satisfactory.	Self-declaration clearly mentioned Bank/FI from which credit availed by bidder. Bidder will also mention ongoing & pending litigation as on date of bid submission.
7	The FinTech should be able to demonstrate that the products/services are technologically ready for deployment.	Self-declaration to this effect on the company's letterhead should be submitted.
8	The FinTech must ensure compliance with the existing regulations/laws on consumer data protection and privacy.	Self-declaration to this effect on the company's letterhead should be submitted.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal Date:
Business Address:

7.9. Annexure HB Turnover Certificate

[To be provided by Statutory Auditor/Chartered Accountant on their Letterhead]

NTB/IT/Fintech Empanelment/2026/09/027 dated _________ for "RFP for Empanelment of Fintechs."

This is to certify that M/s ___________________________, a company incorporated under the Companies Act, 1956 with its headquarters at, ____ has the following Turnover, Net Profit/Loss, and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY2023-24, FY2024-25 and FY2025-26.

Financial Year (for Three Consecutive FY)	**Annual Turnover (in Rs.)**	**Operating profit/loss (in Rs.)**	**Net Profit/Loss (in Rs.)**	**Net Worth (in Rs.)**
2023-24				
2024-25				
2025-26				

I/WE declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal Date:
Business Address:

7.10. Annexure I - Client Details

(To be included in Envelope A- Technical Bid Envelope)

Sr.	Particulars	Details
A.	Organization Details	
1.	Name of the Organization	
2.	Address	
3.	Contact Person Name and Designation	
4.	Phone Number of the Contact person	
5.	Email Address of the Contact person	
B.	Project Details	
1.	Name of the Project	
2.	Start Date	
3.	End Date	
4.	Current Status (In Progress / Completed)	
C.	Size of Project	
13	Value of Work Order (In Lakh) (only single work order)	

(Signature)
(Name) (In the capacity of)

7.11.Annexure J - Performance Certificate

(To be provided on letter head/ email confirmation from the issuing company)

[RFP Ref. No. NTB/IT/Fintech Empanelment/2026/09/027 dated ________

RFP for empanelment of Fintech Companies

To,
The Chief Operating Officer
Nainital Bank Ltd
Head Office
Mallital, Nainital -263001 (Uttarakhand)

This is to certify that M/s __________________ has supplied/implemented the following solutions.

Name and Full Address of the Purchaser	Purchase Order Number and Date	Name of the Solution	Specifications (in brief)	Date of GO LIVE/ Sign Off

The services provided by the M/s ___________________ for the specified solutions are:

a) Satisfactory
b) Good
c) Very Good [Select and tick only one]
d) Excellent

and working fine since the date of go-live/ sign-off till date.

The certificate has been issued on the specific request of the company.

Date: ________________

Place:________________

[Signature of Authorized Signatory]

Name of Signatory:
Designation:
Email ID:

7.12. Annexure K - Declaration for Undertaking of Information Security

(Bidder's Letter Head)

To,
Chief Operating Officer
Nainital Bank Ltd
Head Office
Mallital, Nainital -263001 (Uttarakhand)

Dear Sir,

Subject: RFP # NTB/IT/Fintech Empanelment/2026/09/027 dated ________ for "Request for proposal for Empanelment of Fintech Companies"

We hereby undertake that the proposed hardware/ software/firmware and other solutions to be supplied will be free of malware, free of any bugs/vulnerabilities and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.
We also undertake that: -

a) The Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:

1. Inhibit the desires and designed function of the equipment.
2. Cause physical damage to the user or equipment during the exploitation.
3. Tap information resident or transient in the equipment/network.

b) The software solution provided is in compliant of OWASP guidelines.

c)The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.

I/WE declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal Date:
Business Address:

7.13.Annexure L - Non-Disclosure Agreement

(To be submitted by all Bidders for Empanelment of Fintech Companies)

(TO BE STAMPED AS AN AGREEMENT AS APPLICABLE TO STATE OF UTTARAKHAND)
This NON-DISCLOSURE AGREEMENT **("NDA")** is made at Nainital this _______ day of _________ 2026
BY AND BETWEEN
THE NAINITAL BANK LTD, a public limited Banking Company incorporated under the Companies Act, 1956 (now the Companies Act, 2013) having its Registered Office at G.B. Pant Road, Nainital and its Head Office at Seven Oaks Building, Mallital, Nainital (CIN No. U65923UR1922PLC000234) (hereinafter referred to as the "**Bank**" which expression shall mean and include its legal representatives, successors-in-interest and permitted assigns) and represented herein by its authorized signatory, of the **ONE PART**.
AND
_____________________________ a company within the meaning of Section 2(20) of the Indian Companies Act 2013, having its registered office at____ ___, INDIA (hereinafter referred to as the "Bidder" which expression shall mean and include its legal representatives, successors-in-interest and permitted assigns) and represented herein by its authorized signatory, of the **OTHER PART**;
Bank and Bidder are hereinafter individually referred to as the "Party" and collectively as the "Parties", as the context may require in this Agreement.
RECITALS
WHEREAS:
Bank pursuant to its working relationship which has been or may be established, with the Bidder, anticipate that it may have to disclose or deliver certain documents, components, parts, information, drawings, data, sketches, plans programs,
specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention, research, design or development of information system and any supportive or incidental sub-systems, (collectively, "Proprietary Information"); and which may be accessible / available to the Bidder.
WHEREAS, Bank desires to ensure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;
NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, Bank and Bidder hereby agree as follows:
1-CONFIDENTIAL INFORMATION

- **a)** All Bank's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of the Bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that the Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the Bidder of its obligations.
- **b)** The Bidder shall not make or retain any copies or record of any Confidential Information submitted by Bank other than as may be required for the performance of the Bidder.
- **c)** The Bidder shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- **d)** The Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable the Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
- **e)** Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- **f)** The Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Bank under any other Agreement to any third part unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any

other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

g) Bidder shall not disclose the name of the Bank, or the existence, nature or substance of any agreement, relationship and/or negotiations between Bank and the Bidder, in any publicity material or other communications to any third parties without the prior permission of Bank.

h) However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- Prior to the disclosure by Bank was known to or in the possession of the Bidder at the time of disclosure;
- Was disclosed or parted with the prior consent of Bank;
- Was acquired by the Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank.

i) The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

j) In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforce in India.

2-PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by Bidder from Bank, including all Proprietary Information, shall remain at all times the sole property of Bank, and this Agreement shall not be construed to grant to Bidder any patents, licenses or similar rights to such property and Proprietary Information disclosed to Bidder hereunder.

3-INDEMNITY

a) The Bidder hereby agrees to indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Bidder and /or its employees and shall immediately reimburse and pay to Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.

b) The Bidder acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Bank for which monetary damages may be difficult to ascertain or an inadequate remedy. The Bidder therefore agrees that the Bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

c) In event, the Bank arrives to the conclusion that the bidder has disclosed the confidential information in breach of NDA, the Bank will appropriate the EMD deposited by the bidder along with the RFP apart from other available remedies of seeking compensation from the bidder.

4-TERMINATION AND SURVIVAL

d) The terms of this Agreement shall be for twelve months unless terminated by Bank with thirty days' prior written notice to Bidder, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.

e) Unless Bank otherwise agree in writing, Bidder duty to protect Confidential Information expires one year from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall remain confidential forever or until such time when the Bidder no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

5-GOVERNING LAW AND JURISDICTION:

a) The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by Bank. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under.

b) The place of Arbitration shall be at Nainital. The language of arbitration shall be English and the courts at Nainital shall have the exclusive jurisdiction to try any matters arising from this Agreement.

6-SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed, if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

7-NO LIABILITY

Bidder understands and agrees that neither Bank nor any of its directors, officers, employees, agents, advisors or representatives

(i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or

(ii) shall have any liability whatsoever to Bidder or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

8-MISCELLANEOUS

5. No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
6. This Agreement is in addition to any prior written agreement between Bank and Bidder relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.
7. This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by Bank and bidder.

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

Signed by, for & on Behalf of the Nainital Bank Ltd through	**Signed by, for & on Behalf of Bidder**
Designation:	**Designation:**
IN THE PRESENCE OF	**IN THE PRESENCE OF**
Designation:	**Designation:**
Date: **Place:**	

---End of Document---