



# PSB Alliance Private Limited

Promoted by Banks

## Request for Proposal for Supply, Installation & Maintenance of End-to-End E-AUCTION Solution

**(RFP Ref. No. PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023)**

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

This document is prepared by PSB ALLIANCE PRIVATE LIMITED for Selection of Service Provider for Supply, Installation & Maintenance of End-to-End E-AUCTION Solution

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

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

PSB Alliance Private Limited (hereinafter referred to as "Company" / "PSB Alliance") invites proposals from interested and eligible bidder vide RFP No. PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023) for Supply, Installation & Maintenance of End-to-End E-AUCTION Solution with proven capabilities to design, develop, implement and manage the E-AUCTION Application along with the necessary hardware, operating system, database, security infrastructure, network infrastructure and links. For the purpose of this RFP, the vendor will be the single point of contact for the Company and will be entirely responsible for the project including performance, availability and efficiency of the solutions.

### Schedule of Events

RFP Reference No.	:	PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023
Date of RFP Document	:	31.03.2023
Last date for submission of queries	:	10.04.2023
Date of Pre-Bid Meeting	:	13.04.2023 at 3.00PM  PSB Alliance Private Limited, 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines Junction, Mumbai Pincode: 400020.  Pre-bid meeting in person would be preferred. However, in the event any Bidder prefers to attend the pre-bid meeting via any on-line mode then the Bidder as part of the pre-bid queries must request for the same. Bidders who have only requested for attendance through on-line mode as part of the pre-bid queries will be sent a link separately to their respective mail ID's mentioned for correspondence.
Last date for submission of RFP Response	:	02.05.2023 till 3:00PM
Address for Submission of Bids	:	PSB Alliance Private Limited, 4 <sup>th</sup> Floor, "METRO HOUSE", Mahatma Gandhi Road, Dhobi Talao, Near New Marine Lines, MUMBAI 400 020
Date of Opening of Bids	:	02.05.2023 at 3:30PM
<b>Reverse Auction</b>	:	Date and Time will be communicated to qualifying Bidders at a later date
Issued By	:	PSB Alliance Private Limited
Contact Person	:	Mr. Prasad Parkhe /Mr. Abhijit Gajakosh
Telephone	:	9820146082 / 9967446405
Email	:	dsb.it2@psballiance.com/ dsb.it1@psballiance.com
<b>Non-refundable Tender Application Fee</b>	:	Tender Application fee of Rs. <b>10,000/-</b> (Rupees Ten Thousand only) is to be submitted on or before the bid response submission by way of a Demand Draft favouring PSB Alliance Pvt. Ltd. payable at Mumbai / NEFT as per the detailed below: <ul style="list-style-type: none"> <li>• Payee Name: PSB Alliance Private Limited,</li> <li>• A/c No.: 41203155700</li> <li>• IFSC Code: SBIN0001821</li> <li>• Account Type: Current A/C</li> </ul>

		MSME Bidders will be exempted from payment of cost of RFP if bidder can furnish requisite proof subject to satisfaction of the Company. Bidder to note that no other relaxation will be provided to MSMEs
<b>Earnest Money Deposit (EMD)</b>  <b>EMD can be deposited by means of a Bank Guarantee issued by a Scheduled Commercial Bank as per Annexure-15</b> MSME Bidders will be exempted from payment of cost of RFP if Bidders can furnish requisite proof subject to satisfaction of the Company.	:	INR 2,00,000/- (Indian Rupees Two Lakhs only) <b>Validity period-</b> Valid for a period of 1 year with a claim period of 12 months

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## 1. Introduction

### 1.1 About PSB Alliance

"PSB Alliance Private Limited" (herein after referred to as the "Company") is an umbrella organization for all Public Sector Banks primarily focusing on delivering financial and non-financial banking services. This Company would drive this project on behalf of all the Public Sector Banks, providing them with a common platform with safe, secure, and efficient environment in a cost-effective manner.

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

### 1.1 Project Objective

The company is looking to engage the services of a reputed technology service provider who shall be responsible for developing an end-to-end E-AUCTION Solution on a high-availability technology architecture hosted on Cloud (AWS). The e-auction system developed will need to have a robust Mobile App, Web Portal, integration and connectivity with third party plugins required for automated KYC tool, payment gateway and auction engine. The technology developed shall be robust and flexible enough to support multiple plugins and service providers to cater to future requirements also.

To showcase fully digital accreditation body with all its stakeholders (internal/external) connected and communicating through the integrated portal cum website. It must provide real-time, dynamic, searchable information about all its listed properties. It shall also serve as a repository for all information, data, and documents, which are easily retrievable.

The anticipated total contract duration would be for 5 years which would include build and rollout for 6 months and support and maintenance for 4.5 years. Any further extensions will be based on mutually agreed conditions between the company and the Selected Vendor.

The objective of this RFP is to select a vendor with the requisite expertise and experience for providing and maintaining an end-to-end solution for E AUCTION.

### 1.2 Please Note

- This RFP document is circulated only to all interested bidders having proven past capability & experience.
- The prospective bidder will be invited to attend the pre-bid meeting at Office or through the Webex link.
- All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/ Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder.
- Tender offers will be opened in the presence of the bidder's representatives who choose to attend the opening of tender on the specified date, time and place.
- Technical Specifications, Bill of Material document, Terms and Conditions and various formats and proforma for submitting the tender offer are described in the tender document and Annexures.

### 1.3 Tender Document

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

### **Disclaimer**

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

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

## 2. Structure of RFP

1. An overview of services to be provided by the Bidder;
2. An overview of the solution architecture, software, hardware (cloud) and facilities management services required from the Bidder;
3. The technical and commercial evaluation methodology which shall be followed to select the successful Bidder and;
4. The terms and conditions to which this RFP and the Bidder responses shall be subject to PSB Alliance shall enter into a separate contract after selecting the bidder, which shall detail the terms and conditions.

A detailed set of annexures is provided to the bidder for formulation of responses for evaluation covering sections such as functional requirements, technical requirements, solution architecture requirements, proposed team fitment/ strength, training the requisite personnel, etc. The list of such annexures is provided in the table below.

Bid Formats attached in this document

Annexure Reference	Content
Annexure- 1	Technical Proposal Format
Annexure- 2	Commercial Compliance Certificate
Annexure- 3	Compliance Certificate
Annexure- 4	Proposed Agency Profile
Annexure- 5	Confirmation of Terms & Condition
Annexure- 6	Tender Offer Cover Letter
Annexure- 7	Submission Checklist
Annexure- 8	Pre-bid query format
Annexure- 9	Manufacturer's Authorization Form
Annexure- 10	NDA Format
Annexure- 11	Performance Bank Guarantee Format
Annexure-12	Compliance for Reverse Auction
Annexure- 13	Letter of Authority for participating in Reverse Auction
Annexure- 14	Integrity Pact
Appendix- 1A	Functional Specifications
Appendix- 1B	Technical Specifications
Appendix- 2	Commercial Bill of Material

### 3. Eligibility Criteria

#	Eligibility Criteria	Documents Required
1	The bidder should be a Government Organization/ PSU/ or a Public Limited Company/ Private Limited Company under companies act in India.	Certificate of Incorporation
2	The Bidder should have been in existence for a minimum period of three years in India.	Certificate of Incorporation
3	The Bidder should have a minimum turnover of Rs. 25 crores (Rupees Twenty Five crores) per annum (not inclusive of the turnover of associate companies) in last three financial years (2019-20, 2020-21 and 2021-22).	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet and/or 3. CA Certificate
4	The Bidder should have a positive net worth in the last three financial years (2019-20, 2020-21 and 2021-22).	
5	The bidder must be ISO 27001 OR CMMI level 3 or above Certified Company and the certificate should be valid as on date of bid submission	Copy of relevant certification
6	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
7	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Copy of GST certificate to be submitted 2. Copy of PAN Card to be submitted
8	The Bidder should be Original Equipment Manufacturer (OEM) or its Authorized reseller/seller or partner of the products offered	A valid Manufacturer Authorization Form from the OEM as per Annexure 14
9	The Bidder should have deployed/in-house one hundred (Qty-100) technical resources in the area of portal development/Software Development and infrastructure /cloud support.	Self-Declaration letter by Bidder authorized signatory.
10	The Bidder must have experience of having developed Website/Portal in any 1 (One) BFSI/ Government/ PSU in India catering to at least 40 lakhs transactions per year. One transaction here refers to All successful DML statement (other than login, maintenance activity, tickets)	Credential Letter OR Copy of Purchase Order/ Contract copy along with Sign off/ completion letter
11	The Bidder should have developed web portals or software development of at least 1 (One) Govt/PSU/BFSI customers in India.	Credential Letter OR Copy of Purchase Order/ Contract copy along with Sign off/ completion letter
<b>OEM's Eligibility Criteria</b>		
1	OEM's E-Auction Engine should have been implemented in at least two scheduled commercial banks/BFSI in India having a	Credential Letter OR

#	Eligibility Criteria	Documents Required
	minimum of 1000 branches. The solution must be live and in use by the clients.	Copy of Purchase Order/ Contract copy along with Sign off/ completion letter
2	OEM's E-KYC or Video KYC should have been implemented in at least two scheduled commercial banks/BFSI in India having a minimum of 1000 branches. The solution must be live and in use by the clients.	Credential Letter OR Copy of Purchase Order/ Contract copy along with Sign off/ completion letter
3	OEM's Payment Gateway should have been implemented in at least two scheduled commercial banks/BFSI in India having a minimum of 1000 branches. The solution must be live and in use by the clients.	Credential Letter OR Copy of Purchase Order/ Contract copy along with Sign off/ completion letter

\*PSB Alliance reserves the right to verify references provided by the Bidder independently. Any decision of PSB Alliance in this regard shall be final, conclusive and binding upon the bidder. Company may accept or reject an offer without assigning any reason whatsoever.

**Note:**

1. Bidders need to ensure compliance to all eligibility criteria points.
2. Based on the scope provided in the RFP, the bidder is free to propose any additional solutions from the OEM's / OSD's apart from what has been mandated above. In the event the bidder is proposing any additional solutions from OEM's / OSD's then the bidder is requested to provide the details of such solutions as part of their response to the RFP.
3. In-case of corporate restructuring, the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
4. In case of business transfer where Bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
5. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials (as applicable).
6. If an agent submits a bid on behalf of the Bidder/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
7. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - a. *In RFP, either the Indian agent on behalf of the Bidder/OEM or Bidder/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.*
  - b. *If an agent submits a bid on behalf of the Bidder /OEM, the same agent shall not submit a bid on behalf of another Bidder /OEM in the same RFP for the same item/product.'*

## 4. Scope of Work

### 4.1 Scope Summary

PSB Alliance envisages to select a Vendor for Supply, Installation, Implementation & Maintenance of a unified platform for Listing & E-Auction.

#### Business Objective

By Implementing this unified Listing & E-Auction portal, PSB Alliance is looking to achieve the primary objective of acquiring new customers through digital mode with aggressive growth target over the next 5 years.

#### End-to-End Architecture

The Solution should have a compatible end-to-end IT architecture covering:

- End-to-end solution architecture
- End-to-end integration architecture
- End-to-end implementation architecture

#### 24\*7 Availability

The solution design and deployment architecture should be such that the system is available to users 24 X 7 throughout the year without any downtime even during OLTP, daily, monthly, or annual closings, system maintenance, backups, report generation, MIS generation, and running of batch processes.

#### Multi-lingual

The proposed solution should have multi-lingual capability minimum English and Hindi which can be extended to multiple languages as desired by the company. The multi-lingual functionality should be provided as per regulatory guidelines and should be functional with go-live. The data storage need not be in Hindi or any other language. Only the presentation layer to the user has to be in the language as desired by the customer.

#### Liaison with existing & future Vendor/OEM's

The bidder is required to liaise with the vendors of all existing/future applications, interfaces, delivery channel and network management etc., and draw their support in integration, other applications/utilities, interfaces and hardware implementation.

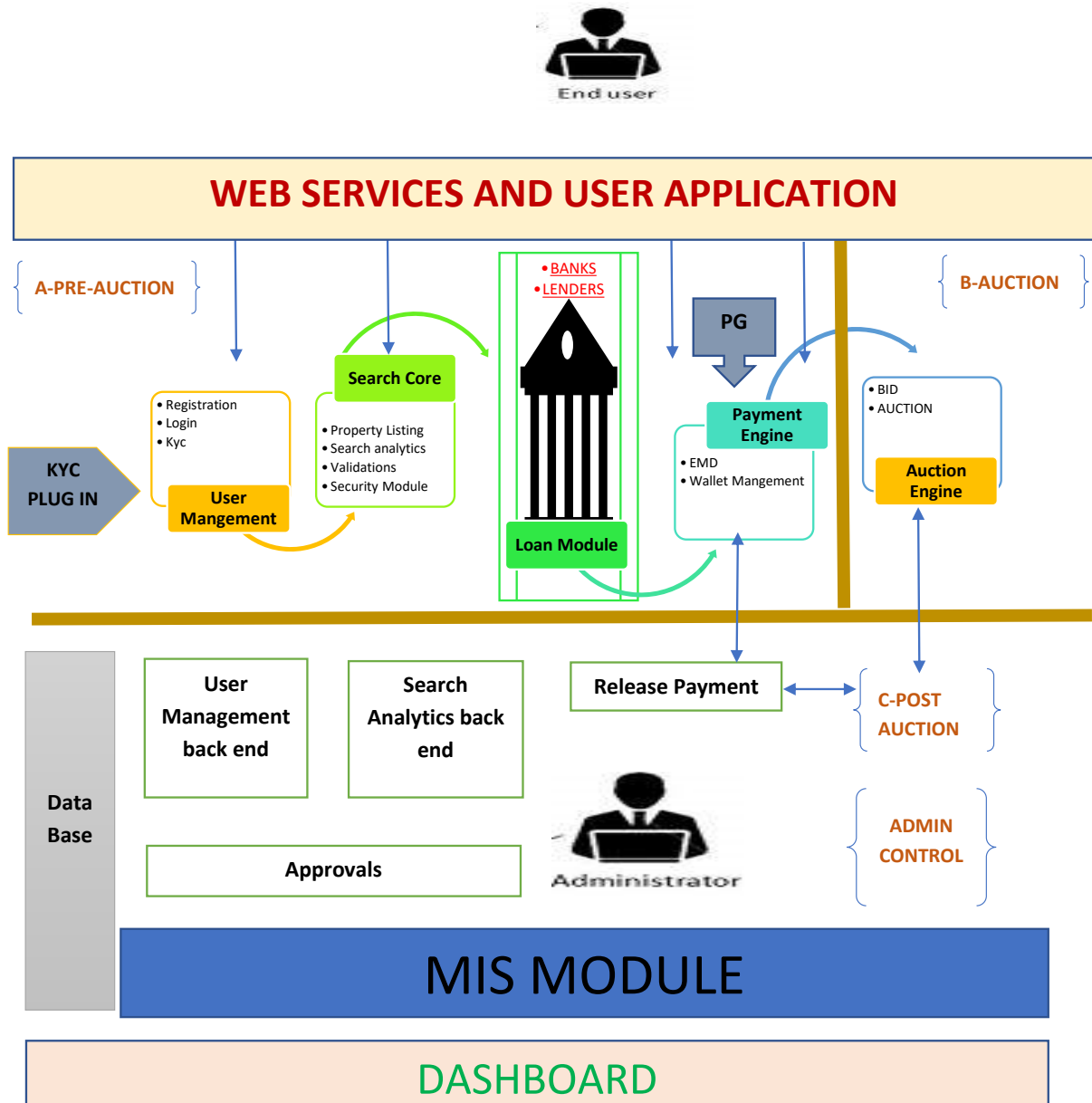
#### Volumetrics/Projections

Below are the growth projections which bidder needs to consider during the design, size, implementation & customization of the solution:

	<b>Year 1</b>	<b>Yea 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Count of properties to be listed on new portal	21,378	80,168	1,00,210	1,25,263	1,56,579	4,83,599
No of Auctions on the portal	5,345	20,042	25,053	31,316	39,145	1,20,900
Loan Applications for auctioned properties	1,069	4,008	5,011	6,263	7,829	24,180
<b>Total Transactions</b>	<b>27,792</b>	<b>1,04,219</b>	<b>1,30,274</b>	<b>1,62,842</b>	<b>2,03,552</b>	<b>6,28,678</b>

Bidder is required to host the Solution on Infrastructure as a Service (IaaS) a cloud-based solution. The above tables depict the minimum number of transactions and users. The count of transactions and users may increase over the tenure of the contract. Bidder to note that the company will pay no additional cloud (IaaS) charges up-to 10% increase in the transactions and users stated in the above table. However, if the total count of transactions and users increases over & above 10% of the total transactions and users stated in the above table for the particular year then the additional cloud (IaaS) charges would be paid on prorated basis.

### 4.2 Proposed Solution Architecture



### 4.3 Detailed Scope of Work

The Current web portal is developed inhouse using legacy and outdated tools and technologies. PSB alliance envisages to develop a new platform, its underlying admin application and the mobile app which also includes development of new functionalities, migration of existing portal features and contents and host the same on Private Virtual cloud with Disaster Recovery option in place. This

also includes redesigning and developing the existing portal with corporate theme design, mobile app following the latest web trends including migration of information of existing pages, restructure overall content with proper tagging to make the screens reader friendly.

PSB wants to develop the new website, the underlying portals and mobile app which also includes development of new functionalities, migration of existing portal features and contents and gets all these deployed in the secured hyperscaler public cloud (Virtual Private cloud) as a PaaS (Platform As a Service) with native Disaster Recovery option in place. The bidder has to provide the technology solution which would also include implementation of the final Portal architecture. This would involve redesigning and developing the web portal with corporate theme design its mobile app following the latest web trends including migration of information of existing pages, restructure overall content with proper tagging to make the screens reader friendly.

The Bidder shall be responsible for development/ deployment, Installation, Maintenance of cloud infrastructure including firewall, network, internet etc. and any other relevant native components and software including Operating System, Database for speedy and hassle-free processing of historical and incremental data. The Bidder shall be responsible for complete services of cloud including cloud infrastructure provisioning, Network and Bandwidth sizing, and setting up of all required environment. The Bidder should propose complete solution for building and maintaining a vibrant corporate website including data migration from the existing setup, testing, training, onsite support and maintenance of the solution.

The new enterprise portal should have all those features/modules (with new features) present in the existing portal. Key Areas for consideration and features to be implemented are detailed in subsequent sections of this RFP.

The key objective is to re-design and develop a responsive, dynamic, real-time and informational integrated portal cum website for PSB Alliance employing latest design and development practices. The portal shall automate all processes of Listing and support the integration with Auction platform.

Broadly, the Bidder must ensure that the proposed solution is/ has:

1. Bidder to propose a solution that improves system scalability for more users, more traffic, and transactions.
2. Easy integration with external services.
3. Improved & enhanced security. Bidder to ensure compliance to all security guidelines issued by Regulatory & Statutory bodies.
4. Improves the electronic presence to public in an attractive & user-friendly manner and organize the contents in a logical and intuitive manner.
5. Restructures the content of the website and mobile app to make it more user friendly so that information is easily accessible.
6. Provides a personalized experience to web portal visitors based on user insights, category and interest.
7. It should have a responsive User interface (Single Page Application architecture) that creates an interactive and engaging user experience
8. Makes the site accessible on all platforms like desktops, laptops, tablets, iPads, mobile phones, other handheld devices etc. as well as to make mobile app accessible to all type of devices.
9. Improves the website in such a way that adoption of new technologies become easier and reduces the overall go-to market time. Bidder to also ensure that all the existing functionalities are covered in the new developed solution with captive premium calculation and policy issuance.
10. The information should be easily searchable on the site. Also, the website should be optimized and scalable with capability to handle increased volume of data and visitors.

11. Hosting of the web application should be done through micro-service and containers-based architecture support that gives the Department the flexibility and portability to move data and workloads in and out of different clouds, to deploy more quickly, and to manage applications and data across environments. The solution should be designed keeping in view that minimal vendor locking especially from cloud service provider point of view is achieved.
12. The proposed Platform should be made of the micro-service architecture and should be able to scale up and scale out based on the dynamic need of the business
13. Bidder shall be responsible for end-to-end digitalization of property listing, integration with Auction platforms, and its associated processes, as well as information relevant to accredited conformity assessment.
14. The proposed platform should have quick site search functionality for variety of information/data. along with a separate fast search functionality powered by AI / ML.
15. The Bidder shall provide full access to finalized code and design files for future maintenance of the website which will be from the date of Go-Live.
16. Bidder to ensure that the total site load time on the 3G network should not be more than 3 seconds.
17. Bidder to ensure that an admin Panel should be deployed so that PSB Alliance has full control over content update which must be easy to use.
18. The Integrated Portal cum Website should have the provision for easy integration with other external portals through APIs.
19. The solution should have the capability of advanced notifications driven by AI / ML
20. The website must be extensible for future requirements such as collaboration, user login and profiles, chatbot etc.
21. Bidder to ensure that technical levers to achieve capabilities like Image caching and compression, CSS optimisation are deployed.
22. SSL is required to be set up from the beginning of the website/portal, enabling HTTPS for data collection from applicants.
23. Special emphasis on latest UI with sustainably long design life with all the information required for target audience available on main page and with simple drop-downs, easy and effective UX, fast speed site-load and minimum possible click searches.
24. Solution should have complete MIS & Dashboards functionality for complete operational reporting
25. Functionality for integration with e-KYC and Video-KYC should be provided to the users
26. The solution should have multi-lingual interface
27. The solution should follow the "3 clicks" rule, i.e., the user should be able to reach any specific piece in not more than 3 clicks
28. Bidder to Design, Size, supply, implement, commission and maintain the technical solutions and new initiatives like- Passwordless login & Chatbot etc.
29. The bidder needs to factor cloud (Infra as service) for DC and DR both location
30. Bidder to Design, supply, size, implement and maintain the API gateway for all third-party API consumed by the Portal.

The broad scope of work for the Bidder would include but not be limited to the following:

**1. Master web portal and mobile app for e-auction.**

There will be a single uniform Master platform for all end users for:

- i. Property Search
- ii. Register/Login
- iii. EMD/Wallet Management.

- iv. System should have seamless integration with the auction engine (to be provided by the bidder) for bidding and auction.
- v. MIS
- vi. Help & Support
- vii. The look and feel of the website shall also be updated as per current market trends and shall be user-friendly and fully secured to access, navigate, search and bid.

## Technology Stack

Bidder to ensure that the Application is:

1. Application to be designed as a Micro-service
2. To be containerized adhering to Open container Initiative (OCI) based standards (both for run time and image) using cloud native containerization service and orchestrated using Kubernetes based container orchestration tools in a multi-node/ cluster formation leveraging both OS and VM level virtualization.
3. Data Processing, Event processing, Log Aggregation, Metric collection, website activity tracking, stream processing etc. to be handled using Kafka based messaging frameworks coupled with ELK stack.
4. The Bidder/ CSP should adhere to serverless computing services model i.e. Function-as-a-Service or FaaS. All critical components and services to be on PaaS however non critical components/services may be Cloud Native.
5. The content should be delivered through managed cloud native Content Delivery Network (CDN) services from the CSP for achieving better response and security.
6. The proposed design Pattern should implement distributed caching environment where the data can span multiple cache servers and be stored in a central location for the benefit of all the consumers of that data. The dedicated caching layer should enable systems and applications to run independently from the cache with their own lifecycles without the risk of affecting the cache enabling application nodes to scale in and out dynamically. The cache should serve as a central layer that can be accessed from disparate systems with its own lifecycle and architectural topology.

Bidder needs to note that the application needs to be deployed on secured hyperscaler public cloud (Virtual Private cloud) and needs to be managed by bidder under back-to-back support from public cloud CSP- AWS. All the cost of hosting all the environment as mentioned in the RFP needs to be factored in by the bidder in the Commercial bill of material with proper details and break up. During selection of the Cloud service provider, the bidder needs to ensure the following:

1. The bidder has to develop the application based on PaaS (all critical components as PaaS however non critical components may be cloud native) model of hosting for the web application and to be based on micro-service and containers-based architecture to support the flexibility and portability.
2. The infrastructure elements including server, storage, backup storage and network of the Cloud should provide strong tenant isolation, granular identity and access management capability and encryption and be logically separate from the public and other cloud offerings of the cloud service provider. There should be logical separation (of servers, storage, network infrastructure and networks) to protect data, applications and servers and provide robust virtual isolation for the Cloud to PSB Alliance. The cloud service offering should support Network and security with firewall and load balancer integration for auto-scale functions.
3. The Bidder is required to set up different environments like Development, UAT, Production, DR and PreProd.
4. Database as a Service- The Bidder/ CSP should provide & support relational and non-relational database service compatible to store both Structured data and Unstructured data (like but not limited to MySQL/ PostGres SQL/ MongoDB/ Cassandra/ Hadoop based or equivalent as

applicable) provided as a native cloud service enabled to handle routine database tasks such as provisioning, patching, backup, recovery, failure detection, and repair etc. The cloud native database has to be compatible to support Big data requirements also.

5. The Bidder/ CSP should adhere to serverless computing services that are able to run code in response to events and automatically manage the compute resources. The CSP should offer highly scalable and high-performance container management service (e.g. Kubernetes or equivalent) in a multi node/ cluster formation leveraging both OS and VM level virtualization.
6. Bidder needs to host all the environment (Development, UAT, Production, DR and PreProd) on MeitY empanelled secured hyperscaler public cloud (Virtual Private cloud) with Private Subnets and Built-in Firewalls to control how accessible the VMs are by configuring built-in firewall rules and Gateway, and other services to implement the serverless architecture.
7. Data Centre and Disaster Site (DR) shall be in India and in different seismic zones. Bidder and CSP has to ensure for all type of data should reside within India. There is no restriction if the bidder provisions the DC and DR to be hosted by two different CSPs as per the hybrid cloud strategy.
8. Conduct periodical DR Drills (a minimum of one in every Calendar quarter).
9. Bidder has to ensure that DR setup is ready on the date of Go Live of solution
10. Bidder should carry out the deployment of the application in Development, UAT, Production, DR and PreProd as applicable.
11. Providing network, security and other components at DR site shall be in scope of the bidder and it shall be responsibility of Bidder to ensure similar configuration at DR to that of DC site
12. To achieve complete replication of data and maintaining one copy of data on DR site, the data shall be replicated 100% and shall be sized accordingly to maintain the data at DR site at all the time. Disaster Recovery resources other than data are to be configured scalable (on demand) to 100% of Production Data Centre capacity.
13. Bidder needs to provide RTO of 30 mins and RPO of 15 mins
14. Bidder should consider high-availability (active-passive/ active-active) between DC and DR setup for Portal and Mobile app. And the bidder needs to implement and configure asynchronous/ synchronous replication between DC and DR for all the Application, Database, Stateless and IT infrastructure components are replicated to DR site and are operational at all the time.
15. Recovery time operations (RTO of 30 mins and RPO of 15 mins) to be maintained using Global Server Load Balancing (GSLB) / Cross-Region DNS-based load balancing and failover between DC and DR and within the site using Application Load balancer, Network Load balancers and Gateway load Balancers as applicable.
16. The infrastructure, Storage should be offered as a service. DC and DR set up must comply with all current and future Indian regulatory guidelines defined for providing cloud- based services in India.
17. The Internet connectivity should be available to the applications as per the SLA requirements Additional charges for Data Ingress or Egress will be paid by PSB Alliance as applicable.
18. Cloud must be hosted in India including DC and DR in India, no network, and data sharing/ replication to any data center outside the boundaries of the country is permitted. The bidder will be bound by Indian law and Indian IT Act (Cyber Law). No data in any circumstances should be shared/ copied/ transmitted without Company's consent/ written permission of PSB Alliance and it should be as per the Indian IT act (Cyber Law).
19. The hyperscaler public Cloud service provider should be MeitY (Govt. of India) empanelled. The bidder will be required to migrate the application and data to an alternate MeitY (Govt. of India) empanelled hyperscaler public Cloud service provider in case the existing public cloud service provider is de-empanelled by MeitY for whatsoever reasons during the tenure of the contract, at no extra cost to PSB Alliance beyond the existing terms and conditions of the RFP.

20. The data files along with archives and individual file storage should be hosted in India for primary and secondary copies
21. The bidder must provide the Application Deployment Architecture with diagrams, identifying components and specifications for each component with description. Description must detail the number of servers, specifications for each resource (Web server, Application, DB, File server, Resource Monitoring servers etc.), Operating System and configuration as well as function of each server, Network Bandwidth Requirements and Storage Requirements.
22. The bidder is responsible for actual sizing of the infrastructure as per the scope of work, activities and Service Levels and projections as defined in this RFP
23. The proposed infra should be IPv4 and IPv6 compatible
24. CSP Shall have to provision for the below security components at the minimum to secure the environment (1) DDoS protection (2) Firewall (3) Anti-virus (4) Data Encryption at rest and in transit (5) SSL off-load/ Data protection/ Zero Day Vulnerability protection (6) Web Application Firewall (WAF) (7) Basic SIEM and Security Reporting (8) Network Zoning and segmentation (9) Others (If required)
25. The system must provide the ability to perform backups and recoveries of the system including, but not limited to, virtual machines, storage, the database, core and customized software, software and database configuration options, and user preferences and rights
  1. The Bidder should ensure to perform backups and restores in a full, incremental and differential manner (daily incremental and weekly full backup) to support the recovery time objectives mentioned in the RFP.
  2. The system must support the ability to perform online backups without interruption to system functions or features.
  3. The backup should be tested on a half yearly basis. However, PSB reserves the right to define/ update the backup strategy for different applications and Bidder shall configure the backup policies as per PSB's requirements.
  4. The Bidder shall submit a well-defined plan for backup and recovery including processes and procedures etc. related to recovery or continuation of services.
26. Load balancing: Bidder needs to provision, size and configure fully supported PaaS based load balancing capabilities which should operate at both layer 4 (Global Service Load Balancing/ External HTTP(S) Load Balancing) and layer 7 (application Load balancing/ Internal HTTP(S) Load Balancing).
27. Caching (CDN) : The CSP should offer content delivery network service to speed up distribution of static and dynamic web content. CSPs should have content delivery network edge locations in India. The bidder needs to provision at least eight (8) CDN pops for the application. The dynamic and static contents of the web portal to be cached using cloud native CDN service for the quick transfer of assets needed for loading Internet content including HTML pages, javascript files, stylesheets, images, and videos. The vendor has to do appropriate sizing of cloud infrastructure to ensure smooth functioning of the website even in case of failure/ absence of CDN. The CDN service should be able to improve website load times, reduce bandwidth consumption costs for website hosting on origin server, increasing content availability and redundancy, improving website security by providing DDoS mitigation, improvements to security certificates, and other optimizations. The vendor should be able to monitor and control the content being delivered through Content Delivery Network (CDN).
28. c) In memory Caching Engine: The proposed architecture should implement enterprise level in memory caching engines like Redis or equivalent cloud native solutions throughout various layers of technology including Operating Systems, Networking layers including Content Delivery Networks (CDN) and DNS, web applications, and Database.

## Solution Design

### a. Parameter Driven

- The bidder has to ensure that the solution is highly parameterizable and hard coding of any values should be strictly avoided as a rule
- The bidder will have to provide a document for all parametrizable value in the system along with the parameter values and their resultant effect
- In case of any hard coded values a separate document detailed the hard coded values and the reasons for such hard coding will have to be provided to the Company, discussed and agreed with the Company.

### b. Workflows

- The solution should be completely workflow driven and enabled
- Process and approval workflows should be enabled for most of the process
- The system should be able to capture approval levels, hierarchy and should be able to automatically assign tasks for approvals based on the role and hierarchy
- The system should be able to automatically reassign tasks based on business logic / role change
- All operating staff should be able to see a single dashboard on the pending activities, approvals and actions to be taken
- The system should be able to capture TAT's and as per the TAT's escalate tasks not fulfilled and give alerts to the respective personnel
- All activities not limiting to user creations, operations, approvals, reassignment, closure, escalations etc. should be workflow based.

### c. BI & Reporting

- The vendor will be responsible for developing BI dashboards and reports
- The BI dashboard should be made available on handheld and mobile devices
- The reporting engine should be capable of reporting current data and figures on a near to real time / as of the last day
- The list of reports and dashboards will be mutually agreed between the Company and the vendor as part of the SRS
- The vendor should provide for a report writing tool with easy field drag and drop features enabling non-technical users to generate adhoc reporting
- The vendor for the purpose of costing should factor for:
  - ✓ 20 BI dashboards
  - ✓ 40 reports

### d. Development

1. Bidder to ensure that full stack development is done using any open-source platform like Java , Spring Boot, express JS, node JS for backend and Frontend to be in open-source frameworks like Angular/React JS
2. Mobile App should be a in Hybrid Platform and not tied to web portal but to be an independent platform
3. Bidder to develop middleware logic and rules
4. Bidder to develop the database logic

5. Bidder to ensure Integration with existing systems and 3<sup>rd</sup> Party channels/ portals (Vahaan, IIB, Aadhar, NSDL, Payment Gateways, Banks), Communication (SMS gateway, SMTP gateway, WhatsApp Business API), Google Analytics, etc.
6. Web portal should also to be developed as a Headless PWA -allowing sending push notification
7. Bidder to propose a Content Management Solution
8. Bidder to ensure API Gateway implementation as mentioned in the RFP
9. The website to be compatible with the upcoming potential user front end, by adapting to Headless Architecture (Decoupled architecture) by providing data to be rendered in json/XML format and delivers it in the raw form to the front-end wherever required
10. Bidder to ensure Cloud Native Microservices Architecture Implementation & Distributed Cache implementation
11. Solution should have Digital Marketing (SEO (Search Engine Optimisation etc. ) and Social Media integration capabilities
12. Solution should have role based logins and dashboards for all stakeholders including Agent/intermediary role and Hierarchy Management using front end form.
13. There should be a provision to restful API for integration with external services
14. Bidder is required to customize the database as per the requirement finalized during SRS pha

#### e. DevOps

1. Bidder to utilize (CI/CD -Continuous Integration/Continuous Delivery) tools like Jenkins etc.,
2. Bidder to use version control through Git /Github,
3. Solution should be able to provide Log data analysis from any source and create helpful visualizations for data analysis through storage with Elastic search, processing and data collection with Logstash and visualization with Kibana (ELK Stack ) ,
4. Bidder to ensure Implementation of microservices deployment and orchestration tools like Kubernetes/Docker Swarm

#### f. Application Design

1. Bidder is required to design the overall web portal and core application architecture in terms of modules, components data structures etc.
2. Bidder to design the overall application controls and security framework & document the high level and low-level solution design including security architecture and framework
3. Bidder to Identify and define the data and integration requirements & document and define the overall high-level and low-level data and integration strategy and architecture
4. Bidder is also required to document the data migration strategy wherever applicable.

#### g. Solution Build / Development

1. The bidder is expected to develop / build the core application along with the web portal, mobile app and billing module including integration / interfacing with KYC tool, payment gateway, wallet, auction engine and any other third-party systems/plugins as required, contact centers, helpdesk and all Public Sector Banks.
2. The applications build must have all the necessary security and control features built in.
3. The application should provide an open API framework and all services should be API enabled.
4. The application coding should follow industry best practices and should be reviewed periodically by the Company for adherence to coding standards.

5. The application built should be flexible and should be parameterized to the extent possible. Hard coding of any values should be strictly avoided.
6. The vendor will be expected to develop / build the core portal along with the customer app, web portal, grievance and redressal management system, admin app, billing solution including integration / interfacing to E KYC/VIDEO KYC ,Payment gateway ,Auction portal and banks loan modules. The vendor will need to factor in all connectivity and security requirements that will be needed for remote working from the chosen cloud service provider to the vendors respective ODC environment for application build and development. Such costs have to be factored as part of the overall implementation and for remote support as part of the FM costs. The Company will not make any additional payments for the same.
7. The vendor will be expected to set up a separate secured ODC for the purpose of this project. Some of the Key consideration of the ODC are:
  - Specific network to be created with security for the development
  - Secured Access – card / biometric
  - Secured enclosed area with access controls
  - No internet/data copying facility on machines used for development
  - All workstations to be connected through a specific IP's
  - No access to any internal portal of the company from the ODC
  - Facility for 3 company executives to be seated there and on a separate network with access to internet and other policies
  - The Company will inform the successful bidder about its security policies and controls required at the ODC
  - The Company will have to have a self-audit mechanism of the ODC and the same should be done on a periodic basis – at least once every quarter and once before the teams move to the ODC for the first time.
  - The Company from time to time will audit or engaged 3<sup>rd</sup> party auditors for a complete ODC audit and the vendor will have to ensure that all audit observations are successfully addressed
  - The Company will not pay any additional charges for the ODC the vendor will have to factor the same in the implementation and support costs as the case may be.
8. The application should be tightly coupled and built on a micro services architecture
9. The application must support a variety of different clients including desktop browsers, mobile browsers and native mobile applications.
10. The application will need to be expose API's for 3rd parties to consume.
11. Solution needs to be integrated with other applications via either web services or a message broker.
12. The application has to be capable of handling requests (HTTP requests and messages) by executing business logic; accessing a database; exchanging messages with other systems; and returning a HTML/JSON/XML response.
13. Bidder to ensure that integrations are completely API based
14. The application coding should follow industry best practices and should be reviewed periodically by the Company for adherence to coding standards.
15. The application built should be flexible and should be parameterized to the extent possible. Hard coding of any values should be strictly avoided.
16. All apps developed should be built on Progressive Web Application technology
17. The solution developed should be based on low code technology

#### h. Design customer journeys and workflows

1. The Company envisages the E AUCTION solution to be completely digital offering the best-in-class customer experience.
2. The bidder will be expected to conduct a voice of customer survey to understand the current customer expectations, issues and grievances.
3. The bidder is expected to design customer journeys and workflows keeping in mind the customer experience at all times.
4. The bidder is expected to bring in best in class domestic and global experiences in re-designing customer journeys and workflows.
5. The bidder will need to design the customer experience UI / UX.
6. The screen formats, workflows, designs etc. will need to be agreed by the Company before development and deployment.
7. All design/ images/ tools required for deployment of the solution shall be provided by the selected bidder as part of the solution.

#### IVR

Bidder is required to propose IVR on a service based model.

- Bidder to suggest the preferred Service Provider and manage the co-ordination with Service Provider for installation and maintenance/troubleshooting of the PRIs.
- Bidder will need to size and factor connectivity from agent location to DC and DR setups and its installation as well maintenance
- Bidder must work closely with the Service Provider for routing the customer calls based on DNIS to provide required language options
- Bidder must take responsibility for the proper and harmonious operation of integrations with the PSB portal and chatbot with website and mobile apps
- Bidder must ensure encryption of data at rest and in motion
- Bidder must ensure that the platform adheres to the security policies set up by PSB. Bidder must provide a platform that is secured and scalable as per industry standard
- Bidder must supply subscription licenses for the proposed platform such that it supports the agreed IVR call flows and chat sessions over the website and mobile app
- Bidder must finalize business requirements, functional requirements, and technical requirements of the platform, comprising of Chat Bot engine and IVR flow with the PSB stakeholders
- Bidder must ensure definition and configuration of use cases and workflows in the proposed solution based on functional requirements
- Bidder must ensure that before go-live, all the required integration aspects such as data format, data exchange standards, REST API, etc. are established for all integration touchpoints and tested with test data
- Solution must have a module to provide and view statistics such as number of concurrent users, number of messages/calls received over a time, flow of conversation tree, details of resolved/unresolved chats and calls etc.
- Solution must have the ability to interact with callers/chat users by capturing certain mandatory details. For chatbot users, construct a pre-chat form to capture details of the users like name, contact number, etc. with the option to make questions (or fields) mandatory. This will help assign chats to live agents based on the details registered by the customer.
- Solution must have the ability to handover chats to support agents when the Chat Bot fails to or is failing to respond to the customer successfully, as well as, when necessary, in the designed workflow.

- Solution must have the ability to enable admin controllers to add/update responses of the unanswered queries based on conversation analysis
- Solution must have the ability to provide easy to build workflows for the solution. Any enhancements or modifications to existing workflow should be easily handled. The solution must provide easy to use multiple drag and drop smart nodes. The nodes should be used to create complex workflows within few minutes for any use case with no dependency on technology teams or developers
- Bidder should ensure the IVR is able to converse with the callers in the language selected by them
- Bidder must ensure that IVR works with the PSB portal to authenticate the caller before routing them to a live agent. The live agent interacts with the caller in the same language as opted by them in the IVR flow
- Bidder to provide the hardware accessories required by the agent: Windows Desktop/Laptop and Headsets. Agent Seating Space to be provided by PSB
- Bidder to ensure fallback to DTMF inputs in case of failed speech recognition attempts on the IVR
- Bidder to maintain the SLA levels of 99.5% uptime for the proposed solution
- Average speed of call answer by an agent should be <= (less than or equal to) 15 sec
- Average ACW/wrap-up time by an agent should be <= (less than or equal to) 10 sec
- Supervisor should be able to coach the agents wherever needed and have a visibility into the agent occupancy
- Supervisor should be able to barge-in to a live call to assist the agent
- The average call handling time by an agent should not be more than 180 seconds (3 min)
- The agents required for these services are expected to have the following attributes:
  - Must have: At least 12th standard pass with basic computer awareness and typing skills in computer and or Graduate in the ratio of 75:25 with a mix of fresh / experienced in the ratio of 60:40.
  - Must have: Language proficiency - English and the required Indian language if applicable
  - Good to have: Experience of 6 months in a Contact Centre, for customer service or in direct selling/ telemarketing in the service industry
- The supervisors required for these services are expected to have the following attributes:
  - Must Have: A graduation degree
  - Must Have: 2-6 years of experience in a Contact Centre, or in direct selling/ telemarketing in the service industry
  - Must have: Ability to coach and manage in a combined sales and servicing call Centre environment

## Application Requirements

### A. PRE-AUCTION PROCESS

Pre-auction process will Include the following

#### 1. User Management

User types:

- Bank user maker and checker
- PSB Admin
- Customer
- Single registration process from a single web portal.
- Configurable Registration Form
- Login: user login from a single web portal.
- Create the login Credentials while sharing the basic information
- Attach the relevant certificates / documents (Configurable)
- User Authentication through OTP / PKI / Email Verification
- Option to Collect registration fee, if any

- Notification to the registered bidder about the opportunities
- Access to e-Auction Document

## **2. Automated KYC plugin**

- KYC plugin will perform automated KYC validation.
- This plugin module may be developed or outsourced to third party service provider (OEM) who will provide tools for KYC validation automated process.
- Facial ID & Biometrics: Liveness check, Face match
- Fetch digitally signed and verified ID documents from AUTHORISED SOURCE eg. NSDL / UDIAI.
- ID documents classification, tamper prevention, OCR & verification.
- Geotagging, Call records & Audit Trails.
  - KYC validation shall meet the requirements /guidelines set forth by Government /Reserve Bank of India, CVC, or any other statutory body, and KYC validation process needs to be flexible to adopt to any change in requirements/applicable rules and regulations.

## **3. Search Core**

- Property Listing
- Search analytics
- Validations
- Security Module
- Advanced Listings Search Features: An advanced search for property listings will have the following features:
  - ✓ Auto Suggest Locations: For a property listings search, the most important search criteria, is the location.
  - ✓ The location field should accept an accurate search location, detailed right down to the zip code.
  - ✓ To auto suggest locations based on keywords entered by a user.
  - ✓ the search box will also provide spelling suggestions, like 'Did you mean...' for misspelled place names.
  - ✓ Broad Match Search: Usually, the keywords entered in the search criteria are matched exactly and search results are displayed. In a broad match search, not only the phrase is searched for, but also individual words, and close variations are also searched.
  - ✓ Fast Search: When searching through a large database of posted listings, providing an optimized and speedy search is the most important. A search server that uses indexing can substantially speed up a search query.
  - ✓ Instead of going through each and every document to find a word being searched, indexing links words to pages (similar to a glossary index in a book).
  - ✓ Assigning weights to parameters: Each parameter used for the search (e.g., location, price, etc), has priorities. For example, the location might be of the highest priority, thus it will drive the search results. Next might be price, and then the other factors. Each factor will have a weight that decides the priority.
  - ✓ Search Location Suggestions: If the search criteria do not match any listing for a particular location, the search server would suggest nearby locations, based on recognized location data. If a database like Geo names is used, you can provide suggestions like: "Search for Properties Nearby: Location 1, Location 2, Location 3...", etc.
  - ✓ Highly Scalable: For a PROPERTY website, new listings will be added frequently, thus the search server has to be highly scalable. The search engine servers have

to be highly scalable. Assured scalability is provided by the use of advanced search engines (cluster indexes). To achieve this, need to automate the server to regularly index new content that comes on the site.

- ✓ Sorting and Filtering Options: The search results can be sorted not only based on the relevancy, but also based on the freshness of the listing. Thus, the most recent listings can be displayed first. Filtering options are also provided, such as price range filters, locality filters, etc.

#### **4. Lead Generation module**

Lead generation module integrated to banks lead generation systems to offer customer funds support based on their property search criteria. Lead generation system will redirect customers preferred bank for sanction and processing of funds for the selected property.

#### **5. EMD management/wallet management**

- ✓ A system of global pre bid EMD concept shall be adopted.
- ✓ The bidder shall deposit the EMD amount in his wallet, without declaring the property against which such EMD shall be used.
- ✓ This gives the bidder the flexibility to bid on any property subject to it having the requisite EMD amount in his wallet.
- ✓ It also prevents assimilation of information about prospective bidders for any property which assuage the fear of leakage of such information resulting in cartel formation or outside influence on the bidding.
- ✓ During auction, the EMD of the highest bidder gets blocked to the extent of the required EMD for the property. The moment the bidder gets out-bid, its EMD is released and the bidder may bid again for the same property or may use the amount in some other ongoing property auction.
- ✓ The system will block the highest bidder's money only and release the amount of all the bidders immediately to their E-wallet without awaiting confirmation of Authorized Officer and bidders will be notified instantly through sms /email notification.

#### **6. Payment gateway plugin:**

Fully functional and always available Payment gateway plugin will perform all the payment related functions.

- ✓ All the payments towards e-Auction of properties are to be collected by the company and will be shared with the service provider.
- ✓ To facilitate the bidders for making payment of earnest money system if configured with both offline and online payment gateway.
- ✓ In case of offline payment bidders can select the Challan option from the system, on the selection of challan a system-generated challan copy would be displayed to bidders to download and pay by visiting any nearest bank branch.
- ✓ In the case of online payment, bidders can select the Online Payment option from the payment gateway; here bidders can select the payment options like pay through cards (credit/debit) or Pay through Net Banking to make the payment of earnest money deposit.

### **B) BID AND AUCTION PROCESS**

1. Bidders will login only to single uniform PSBA EAUCION portal for searching listed property,
2. Properties to be auctioned will also be displayed on single uniform portal.
3. Interested bidders will be redirected to auction engine to participate in e-auction.

4. Bidder has an option to propose its own auction engine or third-party auction engine.
5. The auction timings will be as per the details provided by the respective banks. An auto extension may be decided during the development phase.
6. The bidders can increase the bid amount by minimum increment value or its multiple, during the auction.
7. The prevailing highest bid will be visible to the bidders but the name of the bidders won't appear anywhere during the auction.
8. All property ID's (lots) receiving at least one bid in the auction shall have a status 'Pending'; else the status will be 'No Bid'.
9. The AO can view the online bidding of a property authorized by the respective bank by logging-in on the PORTAL. After completion of auction, the AO shall declare his/her decision about approval or rejection of the H-1 bid(s) for property.
10. AO authenticates the decision online. On submission of the decision by the AO, the system should send an email /sms conveying the decision of the AO to the concerned bidder with a copy to the AO and respective bank.
11. The system will transfer automatically the EMD of approved properties (lots) by AO to the designated bank account as mapped with the respective properties.
12. Confirmation of Auction – Option to be given for not to confirm the auction due to court order and EMD of unsuccessful Auction bidder be released. Many times, DRT assess order permitting to conduct auction, but not to confirm. Option to be provided to keep the Auction pending due to Court / DRT order by retaining the bid amount of successful bidder and release of bid amount of unsuccessful bidder.
13. The system will only block the highest bidder's money and release the amount of all the bidders (unsuccessful). Bidders will be notified instantly through SMS /email notification.

**C) POST AUCTION PROCESS**

1. Payments/refund approvals and wallet management will be handled at PSBA Master portal, with the payment gateway plugin.
2. MIS
  - a) The system will have all logs which will be sent to MIS module for reporting.
  - b) The MIS showing details of transfer (UTR No, Date, Amount etc) shall be made available with Admin/AO's login. A consolidated report of all transactions can be made available under MIS module.
  - c) MIS module will be designed for access to user-on-user role basis and need to know basis.
  - d) DASHBOARD will be provided for monitoring and reporting of all the auction-related activities.
    - i. Accepted Bid
    - ii. Rejected Bid
    - iii. Reason for rejection
    - iv. Bidder IP wise report
    - v. Bid log of the auction cycle
    - vi. Lot wise winning bidder
    - vii. Date & Time of the Final Bid Submission
    - viii. Comparison: Reserve price – H1 Price
    - ix. Gain attained in % / Value
    - x. Interested Bidders List
    - xi. Consolidated Bid Bonds/ Commitment payments Report
    - xii. Pre & Post Bid Collection Report: Successful Bidders
    - xiii. Re-Payment report: Unsuccessful Bidders

**D) Integrated functions of Proposed e-Auction Platform**

1. Provision to map Department Hierarchy to the system, assigning rights to the designation.
2. Central Monitoring of the items put to auction & their payments
3. Integrated reports such as
  - i. Total registration of users
  - ii. E-Auction event wise bid history,
  - iii. Saving / Gain Report,
  - iv. EMD collection report,
  - v. EMD refund report,
  - vi. Royalty Collection report,
  - vii. Penalty report.
4. Integrated Payment Gateway for Auction Fees & EMD Collection, Refund Management & Payment to the suppliers
5. Integrated Workflow
6. Mobile App for notifying the bidders / buyers
7. All transactions can be tracked online in real time by the bidders / buyers i.e. Payment Successful / Unsuccessful / pending & also provision to download the receipt of the same

**E) Admin Control Panel**

All participating Banks will be provided with an Admin Panel of AO (Authorized Officers) at Head Office/Zone/Circle/Branch levels to perform following activities

- i. User Management back end
- ii. Upload Property listing
- iii. Search Analytics and listing back end
- iv. Approvals back end

**F) Regular Audits and testing including IS Audits, VAPT**

The entire e-auction system will be subject to regular audits and testing including IS Audits and VAPT. It is the responsibility of the successful bidder to comply with observations of such an Audit. The Auction Engine shall be STQC Certified.

**G) Security Management of entire e-auction activity**

The e-auction portal should be fully secured and should comply with the RBI and other regulatory authorities.

**H) Marketing and publicity**

1. Notifications through SMS/email and app to end users.
2. On portal publicity and notifications through Marquee / Banner.
3. Use of Digital marketing integration that uses digital media and platforms to promote products and services.

**I) Grievance Redressal**

1. A feature shall be available in the Customer portal for raising complaints. This shall be routed to an appropriate level depending upon the category of complaint.
2. The module driving this feature shall help in tracking, updating and reassigning the complaints.
3. The workflow enabler components within the E-AUCTION Solution are being leveraged to provide this capability.

4. Reports corresponding to complaints raised, closed in progress, etc. shall be available for appropriate user levels for proper tracking and redressal.

**J) Application Support**

Selected Bidder shall extend application support covering L1, L2 and L3 services. For L2 and L3 Support, the bidder's resources shall be stationed at the Company's office for the initial period till the application stabilizes and post stabilization the same can be done remotely from the bidder's premises (in consultation and with written consent from the company).

**K) Training**

1. The selected Bidder shall be responsible for providing training to different groups of users. Indicative (but not limited to) user groups are:
  - PSB Alliance Admin users
  - Bank Admin Users
  - On demand training for customers willing to participate in the auction
- ✓ The training shall be conducted during the initiation phase and later on an annual basis.
- ✓ The training may be conducted in online mode.
- ✓ User manuals, FAQs and training videos shall be the part of deliverables.
- ✓ A similar set of training materials shall also be considered for customers.
2. All the training material shall be made available online.

### Hosting Infrastructure and Operations Management

- Bidder is required to provision an Infrastructure as a Service (IaaS) solution. The minimum transactions are stated in the RFP and the count of transactions may increase over the tenure of the contract. Bidder to note that the company will pay no additional (IaaS) cloud charges upto 10% increase in the transactions stated in this RFP. However, if the total count of transactions increases over & above 10% of the total transactions stated in this RFP then the additional IaaS cloud charges would be paid on prorata basis.
- All the deployments including Development, UAT and Production environment, are proposed to be over MeitY (Govt. of India) empanelled and STQC audit compliant (for Public Cloud service offering) Cloud Infrastructure with provision of data localization in India.
- The bidder should ensure that the MEITY empanelment and certifications if any are valid throughout the period of the contract. At no point in time the cloud service provider empanelment or certifications should have expired.
- The bidder should ensure they have undergone a complete security audit including VAPT of the application for IT controls by a Cert-in empanelled audit agency before the system is put into production. The bidder will be expected to provide the Company the reports of such audits along with the resolution and open points if any.
- Data Center / DR Site of the Cloud Service provider must be situated in India Only. Deployment over block chain technology may also be explored.
- Proposed infrastructure must ensure high availability with minimum uptime of 99.5% calculated on monthly basis.
- Information security guidelines of RBI and Government of India shall be the binding on the Vendor. The vendor is expected to confirm to any new guidelines which may come up from time to time during the contract period. Conformity to guidelines is the responsibility of the bidder
- Network and Security infrastructure shall be the part of the IaaS Cloud solution.

- Proper maintenance of documentation of Physical and Network Security devices, processes and policies.
- Maintenance of infrastructure management tools and reports.
- Diligent carrying out of System Administration, System upgrades management, Application Deployment and Upgrades, Maintenance and management of the Operating System, Database Network and Security administration system.
- Data backup as per mutually agreed schedule and preservation of backed up data. Regular backup will be "provided to the company".
- Proper handling of application failure within the primary data center and the disaster recovery site.
- Maintenance of incident and false report tracking.
- Monitoring of Internet connectivity, including liaising with network service provider for line faults, provisioning of new lines and related matters.
- The solution should have highest security standards like Virtualization, Data (both in motion and at rest) encryption using higher standard hardware based (HSM), Segregation of servers, compartmentalization, secured coding practices, OWASP etc. for implemented for Data Security of integrated databases and software.
- Bidder should also provide ticketing tool/helpdesk tool as a service
- All the data which includes service related and Customer Data is sole property of respective Bank only and it must be ensured that it is not being stored anywhere other than the designated servers of the E AUCTION solution.
- It shall be the responsibility of the selected bidder to conduct periodic IS Audit including VA-PT through Cert-In empanelled Auditor and ensure compliance of findings of such Audit. Nevertheless, PSB Alliance or individual Banks may also conduct independent Audit of the system on their own cost. It is responsibility of the service provider to assist in such audit and ensure compliance of the finding thereupon.
- The link provide by the bidder has to be in Active – Passive at DC and DR.
- The connectivity should be available to the applications as per the SLA requirements. Additional charges for Data Ingress or Egress will not be paid by company.
- The Cloud service provider should be certified to be compliant to the following control standards and all these certificate needs to be submitted in technical proposal with a valid date:
  - ISO 27001 – Data Centre and the cloud services should be certified for the latest version of the standards
  - ISO/IEC 27017:2015 – Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology.
  - ISO 27018 – Code of practice for protection of personally identifiable information (PII) in public clouds.
  - ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services

### Supply, install, customize and maintain Software and Infrastructure for Application build/ development, test, Production and DR

1. The bidder will be expected to supply, install, customize and maintain all software, database, operating system software, IVR (As a service), hardware, (Infrastructure as a Service), network and security components as would be required to build, customize, commission and maintain the E AUCTION solution along with all integration for all environments such as development, test, production and DR.

2. The application along with all necessary database, operating systems, hardware, and infrastructure will be housed on a public cloud infrastructure with a service provider approved by MeitY.
3. The bidder is expected to use all legally licensed software only for the purpose of this engagement. Open source which is completely supported by the OEM may be used by the bidder. However, use of such open-source software will have to be agreed by the Company post evaluating the OEM of such open source and their support facilities and commitments.
4. The solution and the environments (test, development, DR) will need to be appropriately sized by the bidder based on the information provided by the Company in this RFP. At no point will the Company entertain any plea from the bidder for assumptions made by them for sizing and pay any additional amounts till such time the load and volumes as specified in the RFP are breached.
5. Bidder is required to host the Solution on Infrastructure as a Service (IaaS) a cloud-based solution. The above is the minimum transactions and the count of transactions may increase over the tenure of the contract. Bidder to note that the company will pay no additional cloud (IaaS) charges up-to 10% increase in the transactions stated in the above table. However, if the total count of transactions increases over & above 10% of the total transactions stated in the above table for the particular year then the additional cloud (IaaS) charges would be paid on prorated basis.
6. The bidder will be responsible for DR testing as per the IT policy of the Company

### Design Specifications

The proposed solution should have stable environment, clean and modern design that meets latest UX & UI trends. The proposal should include the complete designs solution for the Company. The following is an inclusive but not necessarily exhaustive list of the requirements, desired features, and deliverables for the Design Phase:

- Conduct necessary user research and usability testing throughout the life of the project to achieve objectives.
- Create design according to the world-class standards;
- Propose minimum of 3 (three) unique design options for the home/login page and templates that correlate with PSB Alliance's style and will be used throughout the application
- Use intuitive, well organized, aesthetically pleasing, visually compelling design that represents excellence that the clients expect from the Banks;
- Successfully utilize the latest web/mobile trends and techniques to attract technologically proficient users without alienating users who feel more comfortable with traditional methods of browsing.

The design shall refine the information infrastructure, which will:

- Prioritize content
- Simplify discoverability
- Provide the best UX to users.

### Integration / Interface Requirements

The application is expected to be integrated to the following minimum systems as stated below:

- Payment Gateway for Auction Fees & EMD Collection, Refund Management & Payment to the suppliers.
- Provision to map Department Hierarchy to the system, assigning rights to the designation.
- Central Monitoring of the items put to auction & their payments
- Integrated reports such as

- a. Total registration of users
  - b. E-Auction event wise bid history,
  - c. Saving / Gain Report,
  - d. EMD collection report,
  - e. EMD refund report,
  - f. Royalty Collection report,
  - g. Penalty report.
- KYC systems
  - Auction port
  - Any other 3rd party system that the bidder is proposing (including security solutions) as part of the overall project
  - Any other integration / interfacing requirements as identified during the SRS and application design phase
  - The integrations / interfaces designed have to be secured
  - The integrations / interfaces can be real time / near real time or batch as may be required to complete a particular business process
  - Integrations should to a large extent be API based and in cases may be flat file
  - The bidder may choose to use a ESB or develop point to point integrations / interfaces as desired. However, the vendor has to factor for the resources and management of the same as the case may be.

### Design the Overall SDLC Methodology

1. The bidder will be responsible for defining and documenting the detailed Software Development Life Cycle (SDLC) methodology along with the procedures, approval matrix and templates that would be used across the project life cycle.
2. Conduct training sessions for the Company's core team on the defined SDLC methodology and use of templates.
3. The bidder will be responsible for defining and agreeing with the Company the TAT's, escalation matrix, SLA's, entry and exit criteria for each phase of the project.
4. Agree and sign-off on the SDLC methodology.

### Additional Software/ Tools

- To manage the Disaster Recovery Operations more efficiently, Bidder should provide an Automated Disaster Recovery (ADR) Management tool. ADR license should be in the name of the company and should be provided in capex mode.
- To monitor & manage the application performance, bidder should provide an Application Performance Management solution. APM license should be in the name of the company and should be provided in capex mode.
- Identity and governance management to ensure role-based rights, auditability, traceability and management of right revocation etc.
- Mobile device and app security
- Password less Authentication: The proposed software should be able to do the following
  - Integrate with multiple channels like Whatsapp, SMS, IVR, etc.
  - Ability to have the physical presence test to avoid frauds
  - Provide capability to have the option to using QR code or password as per the customer wish
  - The proposed Software should have below mentioned Authentication methods
    - Biometric
    - OTP

- Face recognition
- Lively test
- QR Code
- Password

## Security

The Bidder shall devise the system for handling all security issues like handling authentication, role-based access control, portlet security, and web services security. The Bidder needs to secure connections between clients and the Portal and Mobile app etc. The security document requires to be approved before implementation.

- The E AUCTION solution should incorporate necessary security features against hacking and defacement.
- The security design should follow the leading practices as per the security policy of company, CERT-In/ Government guidelines.
- The solution should comply fully with the guidelines issued from time to time by Govt. of India.
- The Bidder will arrange security audit of portal and mobile app from one of the empanelled agencies (by CERTIn)
- The Bidder should assist company to formulate a security policy to address various security issues related to web portal and mobile app.
- Encryption of data on volumes, disk I/O, and snapshots using industry standard AES-256 cryptographic algorithm.
- In-transit control plane data is encrypted by using Transport Layer Security (TLS) 1.2 or later
- DevSecOps- DevSecOps through Code Analysis, Automated Testing, Change Management, Compliance Monitoring, Threat Investigation, Personnel Training for security integration across all stages of the software development process chain, addressing security concerns at the very start of every stage has to be ensure
  - Insecure code, such as code vulnerable to SQLi, XXS, XXE; OR weak encryption Malicious artifacts such as IPs, domains and files Sensitive data or Secrets
  - Through DevSecOps Detect over different secret or sensitive data, such as keys, passwords, usernames, URLs, domains in various artifacts, like: Uncompiled application code Software libraries, such as Node.js npm packages Software deliverables such as Android apps Production artifacts such as logs and storage Containers
- Application Security-The Application Security (WAAP) solution must be zero touch configuration based on Contextual AI and ML based to protect the web applications and API. it must meet the following characteristics or specifications. Incorporate the following protection technologies & integration:
  - Web Application Protection
  - API Security
  - Bot Prevention
  - Application Vulnerability Virtual Patching & IPS The IPS function shall provide traditional signature-based protections for web-based CVEs (Common Vulnerabilities and Exposures). For the container visibility & admission control solution, there should be a unified management console.
- Container Security-Solutions need to continuously scan the K8s clusters checking for vulnerabilities & malwares. The solution must be able to identify vulnerable dependencies during image scan. The solution must detect when a container is performing abnormal actions

& must show all the processes based on the behavioural profiling. The solution shall be able to provide admission control by only allowing images to be deployed with code from approved registries. The solution includes static code analysis for container images capable of detecting vulnerable dependencies, embedded credentials, overtly permissive. The solution supports the integration of the static code analysis into a CICD pipeline (including AWS Code Pipeline, AWS DevOps, Jenkins, GitLab, CircleCI, etc.) The solution must allow users to create custom rules and rulesets for assessing admission control scenarios without writing code The solutions must be able to block privilege escalation within K8s pods The solution should monitor all 'exec' on K8s pods and create detection alerts even if it's approved

### Solution Testing

1. The bidder will be responsible for end-to-end unit, integration, migration, regression, UAT and security testing.
2. The bidder will be responsible for developing the test strategy, entry / exit criteria, escalation matrix, TAT's, SLA's, test cases and templates to be used for testing
3. The bidder will be expected to provide a test monitoring and defect capture tool
4. The bidder will be required to support the Company's team during testing

### Solution Rollout

1. The bidder will be responsible for rolling out the complete end-to-end solution as per the timelines specified by the Company.
2. The bidder will be responsible to rectify any defects, bugs or errors that come up during and post roll out.
3. All defects, bugs and errors should be documents and captured in a defect tracking system which will need to be provided by the bidder.
4. Daily progress and defect tracking reports will need to be published by the bidder.

### Other Important Considerations

1. E-AUCTION Solution and its related software/mobile applications/Websites/Dashboards etc. shall be the intellectual property of and shall be owned by PSB Alliance Private Limited The structure, organization, and code of the E-AUCTION Solution and its related software contain valuable processes and confidential information of the Company. Any form, database, or software that is altered, conceived, made, or developed in whole or in part of this Project during or as a result of company's relationship with the bidder shall become and remain the sole and exclusive property of the company. The bidder shall make no claim in the rights or ownership of any such form, database or software.
2. The bidder has to provide all necessary software and tools required for the development, deployment and maintenance of E-AUCTION Solution. These software and tools include but not limited to KYC tool, payment gateway, auction engine, OS, development tools, environmental software and Database Management Systems etc. The bidder has to quote for all software license requirements. All such licenses shall be procured in the name of the Company and the Company shall have the rights to use all such software and tools even after termination of contract with the bidder.
3. The future technology platforms developed shall be robust and flexible so as to support multiple Banks. The Company envisages the vendor to design, develop and build a centralized E AUCTION solution (E AUCTION) integrated to all Public Sector Banks. The application developed will be the IP (Intellectual Property) of the Company. The vendor may use any existing solution/framework

on which this application can be built. The IP / code of the framework / existing solution will need to be transferred to the Company in case the vendor desires of using an existing solution/framework for developing the new E AUCTION solution. The solution, customization and all future enhancements developed for the Company will be the property of the Company.

## Training

- Bidder & OEM are required to mandatorily provide user training to optimal number of personnel identified by PSB Alliance on the functional, technical and operational aspects of the entire solution.
- The training may be conducted in online mode. Vendors are encouraged to use a good e-learning platform for conducting such trainings
- The training may be conducted in online mode. Vendors are encouraged to use a good e-learning platform for conducting such trainings
- Bidder is also required to conduct annual refresher training.
- Types of training:
  - ✓ Executive training – classroom
  - ✓ PSB Alliance Admin users – classroom
  - ✓ Bidders coming for auction – on-line
  - ✓ Users – online
  - ✓ Branch Users – on-line
  - ✓ Branch controlling users – online
  - ✓ Contact centre Agents – on-line
- Training schedule is defined in the Bill of Material. Bidder to ensure that each batch should accommodate additional 20% of resources over and above the limit prescribed
- At the end of each training session, an evaluation test needs to be conducted to ascertain the effectiveness of the training.
- Training deliverables shall be
  - User Training Plan
  - Training Material (in English)
  - User Manuals including customizations specifically done for PSB Alliance.
- Similar set of training material shall also be considered for customers.
- All the training material shall be made available online

On receipt of each deliverable, PSB Alliance will review each deliverable within agreed time frame. It is also the responsibility of the Company to identify and ensure attendance of appropriate personnel.

## Facilities Management and ATS

The Bidder will be single point of contact and responsible for ATS, guarantees & warranties for all, components, software, etc. the products and solutions proposed by the Bidder by way of this RFP should come with warranty. Thereafter, the Bidder should provide ATS for these products and solutions (a warranty of 1 Year for Software). Also, the facilities management function should be carried out from PSB Alliance's premises. The bidder must note that the managed services as a part of facilities management should be available for all environments viz., Production and Non-Production. Bidder to note:

- a. Warranties pertaining to Software / Applications starts post UAT signoff of the solution with the period of warranty as one year. ATS for Software/ Application shall begin post Completion of Warranty.
- b. During FM period, Bidder will be responsible for:

- i. Overall maintenance and working of the Solution
  - ii. Bug fixing and delivery of patches/ version changes effected
  - iii. Creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, etc.
  - iv. Provision should be available for version control and restoring the old versions if required by PSB Alliance
  - v. Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, changes till the SRS Sign off will be provided at no additional cost to the Company. During FM period, if due to any statutory and regulatory requirement, system requires any enhancement due to which there is major impact on sizing, then the overall price impact will be mutually agreed between the parties.
  - vi. Providing the sizing for anti-virus software, PSB Alliance will provide the required anti-virus.
  - vii. Configuration changes, version up-gradations, performance monitoring, troubleshooting, patch installation, running of batch processes, database tuning, replacement/support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP document.
  - viii. Bug fixing should be undertaken in the event of software failure causing an interruption of operation of the proposed application as per the response/ resolution times defined by the Company. In case of any software/ hardware/ network failure, the solution should continue to function seamlessly.
  - ix. All the detected software errors must be notified and corrected, as per the agreed timelines
  - x. Support the Company in integrating any new applications to the proposed applications
  - xi. Provide Company with weekly hardware utilization/ performance monitoring reports and alert the Company in case of any performance issues by suggesting future capacity planning
  - xii. The operational support staff should have on-site support experience for the proposed applications
  - xiii. Conduct DR drills in conjunction with PSB Alliance's policies/procedures
  - xiv. Routing the transactions through backup system in case the primary system fails, Switching to the DR site in case of system failure
  - xv. Service records and calls to helpdesk must be maintained and tracked for support, which will be reviewed monthly by the Company
- c. Software/ Applications Delivery must coincide with the delivery of the Hardware.

Bidder has to deploy competent resources for the team to provide necessary maintenance and support as per the requirements of the Bank. Bidder has to deploy adequate resources to ensure that the systems are up and customer services are not impacted. To ensure that the SLAs are met, the Bidder if required will need to deploy additional resources during the contract period including implementation schedule without any additional cost to the Bank. Bank has the right to interview and reject resources deployed by the Bidder.

Bidder has to submit the team profiles comprising of a dedicated Project Manager, Solution Architect, UI/ UX resources and L1 & L2 resources.

Kick-off meeting shall happen within 15 days after the execution of the contract.

The successful bidder shall not change any member of the project team during the course of the project without written consent from bank.

### **Project Management and Monitoring Implementation Services**

The bidder is required to project manage the entire implementation and Go-live of the Solution. The bidder is expected to provide expert project management resources to hand hold PSB Alliance

throughout the project management life cycle and define an effective IT Governance mechanism for them.

The bidder will be responsible for setting up the project office the Company's registered office in Mumbai. All the key project personnel including the designated project manager will be stationed on-site at the project office.

Bidder is required to propose at least 4 PMO resources for the said project. Resources should have experience of Project Management in at least 2 scheduled commercial banks in India.

As part of the project management exercise, the bidder is expected to:

1. Setup the project management office and framework comprising of:
  - Project charter formulation
  - Project risk analysis
  - Assistance in project management and project delivery team identification and resourcing
  - Change management procedures
  - Project planning and detailing
  - Project quality management procedures
  - Employ a formal project methodology on all projects undertaken with the level of detail and control scaled appropriately to the magnitude of the project effort and adhere to all project management processes and procedures
2. Project Manage the following phases of the project:
  - Current State assessment
  - Business parameterization
  - Gap analysis and Customization
  - User Acceptance testing
  - Data migration
  - Rollout
3. Closure of issues pending for resolution
4. Measure the progress made in the implementation of the project
5. Track customization and gaps
6. Monitor closure of gaps and customizations as per delivery schedules
7. Provide regular updates to the steering committee and board as required by PSB Alliance
8. Participate in all technical and functional discussions relating to the projects
9. The bidder is required to project manage the Go-Live and provide executive reports.

*Bidder to note that since this is a ground up development the Company will not pay any additional charges for any change requests / new customisation/enhancements till 90 days post go-live sign-off. The bidder has to factor the same in the implementation cost itself. Any changes post 90 days of go-live sign off will be treated as a Change Request and will follow the Change request processes which will be agreed and documented with the final selected bidder.*

## Escrow

PSB Alliance and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code of the listing platform including all customizations done on Commercial off the shelf software products supplied/ procured by the Bidder to PSB Alliance in order to protect its interests in an eventual situation. PSB Alliance and the selected bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent.

### Application Support

- Vendor shall extend application support covering L1, L2 and L3 services. For L2 and L3 Support, the vendor's resources shall be stationed at the Company's office for the initial period of 6 months till the application stabilizes and post stabilization the same can be done remotely from the vendor's premises. However key project personnel will have to be stationed at the Company's premises if required. For critical support during off business timings/hours/holidays the vendor will have to provide the same on an on-call basis. The vendor will need to provide the resumes of the support resources and the Company will interview the resources suggested by the vendor for the particular job roles. The vendor will need to size the support personnel based on the Service levels. The vendor will need to provide for a call logging system and will need to provide regular updates on the number of calls logged, pending calls and resolutions provided. Business timings will be from 10 am to 6 pm.

### Other Important Considerations

E-Auction Solution and its related software/mobile applications/Websites/Dashboards etc. shall be the intellectual property of and shall be owned by PSB Alliance Private Limited. The structure, organization, and code of the E AUCTION Solution and its related software contain valuable processes and confidential information of the Company. Any form, database, or software that is altered, conceived, made, or developed in whole or in part of this Project during or as a result of company's relationship with vendor shall become and remain the sole and exclusive property of the company. vendor shall make no claim in the rights or ownership of any such form, database or software.

The vendor has to provide all necessary software and tools required for the development, deployment and maintenance of E AUCTION Solution. These software and tools include but not limited to OS, development tools, environmental software and Database Management Systems etc. The vendor has to quote for all software license requirements. All such licenses shall be procured in the name of the Company and the Company shall have the rights to use all such software and tools even after termination of contract with the vendor.

The IP for third-party OEM solution like Database, OS, ESB, BI / Reporting solution, Security tools and products will rest with the particular OEM's.

### Manuals/Documents

Bidder has to provide soft copies of Job Cards, User and Technical Manuals for all the functionalities/modules/ tools proposed for the solution separately. In addition, all the applications/utilities should have online contextual help with search option for all the users

Bidder has to follow industry leading practice and standards for documentation for the entire system development life cycle. The documents and manuals should be kept up to date with proper version control during the entire contract period. Company may require the bidder to deliver the following documents in hard and soft copy during development and implementation of the solution.

1. Detailed System Requirements Specification Document
2. High Level and Low-level architecture document
3. Customization retro fitment document
4. Techno-functional risks and mitigation document
5. Functionality traceability matrix which would provide details on the interdependence of technical components for the realization of a functionality
6. High Level Design document

7. Low Level Design document
8. Data migration strategy document
9. Interface strategy document
10. Test cases with results during UAT, SIT and any other test cases
11. Deployment plan document
12. Change management methodology document
13. Security guide
14. User management guide
15. Release notes
16. Impact matrix
17. All code developed for the company needs to be documented and provided to the company as well as  
any change in code during contract will be supplied to the company. Further, Bidder will have to provide the source code in escrow and should be updated periodically throughout the tenure of the contract. The bidder will need to provide the complete information of the Escrow agency and suggest at least 2 companies for the escrow arrangements. The company after doing due diligence will select a company. If the company does not find any escrow agency suitable as suggested by the bidder, then the bidder will need to provide another alternative for the same. The cost of escrow has to be borne by the Bidder.

## 5. Terms & Conditions

The following are the general terms and conditions proposed to be included in the Contract. Company reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.

The Bidder, selected for the project, will have to enter into a contract agreement directly with the Company. The contract agreement will contain various terms and conditions relating to payment, delivery, installation and commencement of operations, training, commissioning and acceptance, support during periods of warranty and maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by the Company, will also form a part of the agreement.

Bidders not complying with the terms and conditions of the RFP are liable to be rejected.

The successful bidder must initiate work on the project within 15 days of execution of the contract.

The first page of the contract agreement shall be on a stamp paper of appropriate value.

The bill for the services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document.

Payment shall be made on the actual procurement however the commercial evaluation shall be on the Total Cost of Ownership (TCO).

### **General Terms & Conditions**

#### 5.1 Terms of Assignment

The selected Bidder should perform activities as mentioned in "Scope of Work". However, if for any reason the work is not completed as per the requirements of the RFP within the stipulated time the Company will impose Liquidated damages and applicable penalty.

#### 5.2 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Company, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment. All prospective Bidders may check Company's web site for amendments and it will be binding on them.

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

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

#### 5.3 Confidentiality of Bid Document

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

#### 5.4 Documents Consisting of the Bid

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

Technical Bid – Part I of the bid document. The Bidder shall furnish as part of its technical bid, documents establishing the bidder's experience to perform the Contract. As part of its technical bid, the bidder should submit documents agreeing to the bid's terms and conditions. The documentary

evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Company's satisfaction:

- that, the Bidder has the financial and technical capability necessary to perform the Contract;
- that, the Bidder meets the qualification requirements
- Bid document as per format enclosed in Annexure
- Duly Signed and Stamped RFP Document with Corresponding corrigendum/addendums

The Company may, at its discretion, reject any bid document not accompanied by the above.

### 5.5 Adherence to Terms & Conditions

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

### 5.6 Execution of Agreements/ NDA

The selected bidder shall execute Non-Disclosure Agreement (NDA) on the draft suggested by the Company. As the selected bidder will have access to the data/information of the Company while implementing the project as per defined scope under RFP, the Company will require the selected bidder to sign a non-disclosure agreement along with the Contract in the NDA format provided by the Company, undertaking not to disclose or part with any information relating to the Company and its data to any person or persons, as may come into possession of the selected bidder during course of the implementation and security integration. All expenses and costs for execution of the Contract/Agreement and NDA shall be borne by the successful Bidder. The conditions stipulated in the NDA shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Company including recovery of liquidated damages as specified in this RFP or NDA.

### 5.7 Substitution of Project Team Members

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

### 5.8 Professionalism

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

## 5.9 Expenses

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

## 5.10 Performance Bank Guarantee

1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 3% of the TCO / total project cost for entire duration of the contract including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 21 days of issuance of the PO.
2. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
3. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Company on the printed letterhead of the issuing Company. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Company Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
4. Each page of the PBG must bear the signature and seal of the BG issuing Company and PBG number.
5. In the event of the Successful Bidder committing a material breach of the terms and conditions of the contract, the Company shall provide a cure period of 30 days and thereafter invoke the PBG.
6. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Company shall provide a cure period of 30 days and thereafter invoke the PBG, if required.
7. Notwithstanding and without prejudice to any rights whatsoever of the Company under the contract in the matter, the proceeds of the PBG shall be payable to the Company as compensation by the Successful Bidder for its failure to complete its obligations under the contract. The company shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
8. The Company shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him due to collusion, misconstruction or misstatement.
9. The PBG may be discharged/ returned by the Company upon being satisfied that there has been due to performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

## 5.11 Single Point of Contact

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

## 5.12 Applicable Law and Jurisdiction of Court

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

### 5.13 Project Timeline

S.No.	Milestone	Timeline in Months
1	BRS Completion	T+ 1 month
1	SRS Completion	T+ 2 months
2	Installation of Solution on cloud environment	T+ 3 months
3	UAT Deployment	T+ 5 months
4	Go-Live	T+ 7 months

*\*T will be date of signing of contract*

### 5.14 Liquidated Damages

The Company will consider the inability of Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of Bidder. The liquidation damages represent an estimate of the loss or damage that the Company may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the Omni-Channel Solution) by Bidder and is applicable only if the delay is solely attributable to Bidder.

Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any component or other services mentioned in the order
- Non-delivery of supporting documentation
- Delivery/Availability, but no installation of the components and/or software
- Ill-integration
- System operational, but unsatisfactory to the Company

If Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in this RFP, the Company shall, without prejudice to its other remedies under the RFP, deduct from the Total Project Value, as liquidated damages, a sum equivalent to 0.50% of the effected service amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the effected Service Value. Once the maximum is reached, the Company may consider termination of the contract.

Further, the Company also reserves the right to cancel the order and invoke the Bank Guarantee/Performance. Guarantees in case of inordinate penalty in the delivery/ installation of the equipment. Company may provide a cure period of 30 days and thereafter foreclose the Bank guarantee without any notice. In the event of Company agreeing to extend the date of delivery at the request of Bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Company before the expiry of the original Bank guarantee. Failure to do so will be treated as breach of this RFP. In such an event Company, however, reserves its right to foreclose the Performance Bank Guarantee.

### 5.15 Insurance- Obligations of Vendor

The equipment (software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained for an amount equal to 100% of the invoiced value of the goods on all risks" basis. The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to Company. The successful bidder shall ensure that the insurance policy is in force and make necessary arrangement for renewal of the policy whenever required.

Should any loss or damage occur, the selected Bidder shall:

1. initiate and pursue claim till settlement; and
2. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

The Bidder shall not hold the Company responsible for rejection of the insurance claims of the Vendor by the insurer.

The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations hereunder, and the Bidder's liability to the Company shall not be limited to the amount of coverage required hereunder. All the disputes arising out of or in connection with the agreement shall be deemed to have arisen in Mumbai. Only the courts in Mumbai shall have the jurisdiction to determine the same to the exclusion of all other courts.

### 5.16 Force Majeure

Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party.

### 5.17 Authorized Signatory

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

### 5.18 Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify the Company against all third-party claims (subject to notice in writing within 30 days of receipt of claim) arising out of the infringement of Intellectual Property Rights, including patent, trademark, copyright that is directly attributable to the bidder in concurrence with the Vendor's Limit to Liability agreed under the contract.

The bidder, subject to being notified within 30 days of such claims and shall have full rights to defend itself therefrom. Subject to the above, if the Company is required to pay compensation to a third-party resulting from such infringement, the Bidder will bear all court awarded damages/ expenses including legal fees, as awarded by the Court.

### 5.19 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of

the Company and any such sale, lease, assignment or transfer otherwise made by the selected Bidder shall be void and of no effect.

## 5.20 No Employees- Employee Relationship

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

## 5.21 Vendor's Liability

Notwithstanding anything contained in this RFP, the Vendor's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) shall be at actuals and limited to the overall contract value. The vendor's liability in case of claims against the Company resulting from willful misconduct of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual property rights or breach of confidentiality (excluding personal sensitive data), shall be limited to two times the contract value.

In no event shall either party be liable to the other for any indirect, incidental or consequential damages or liability, loss of profits or goodwill, revenue, and anticipated savings. Gross Negligence means serious disregard which involves an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Wilful Misconduct means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.

## 5.22 Intellectual Property Right

Each Party shall always retain the exclusive ownership to its Pre-existing Material.

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Company. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Company, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Company

Other than as agreed herein, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this RFP. Other than as agreed herein, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products

(including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this RFP.

### 5.23 Subcontracting

The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Company. However, the bidder must note that the subcontracted personnel shall have the same qualification / skill set as asked for bidder's team deployment in the RFP / subsequent corrigendum document – these will be confirmed through the documentary evidence submitted by the bidder to the Company. Compliance to SLA will be the bidder's responsibility.

### 5.24 Dispute Resolution

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

### 5.25 Ownership of Deliverables

All the deliverables as per scope of this RFP will become the property of Company, provided, however, there will not no transfer of ownership of the bidder's intellectual property rights contained in such deliverable. However, any customization done specifically for the Company by the bidder during the tenure of the contract will be the intellectual property of the Company.

### 5.26 Exit Management

#### *Purpose*

- Transfer of Assets
- Cooperation and Provision of Information

The existing vendor will promptly on the commencement of the exit management period supply to the Company or its nominated vendors the following:

- Information relating to the current IT Set up at the Company, and reports
- Documentation relating to Intellectual Property Rights
- All other data relevant to the solution and confidential information

Before the expiry of the exit management period, the current vendor shall deliver to the Company or its nominated vendor all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the current vendor shall be permitted to retain one copy of such materials for archival purposes only.

Before the expiry of the exit management period, unless otherwise provided under the contract, The Company or its nominated vendor shall deliver to the existing vendor all forms of vendor confidential information

### *Transfer of certain Agreements*

On request by the Company or its nominated vendor, the current vendor shall effect such assignments, transfers, innovations, licenses and sub-licenses in favour of the Company or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

The Company and its appointed nominees shall have the right of Access to Premises where the assets are hosted or from where services are being provisioned.

### 5.27 Contract Period

The contract period will commence from the date of acceptance of the PO and will be valid for 5 years (extendable for 2 years on basis annual renewal on mutually agreed terms & conditions).

### 5.28 Title of Ownership

The Title of ownership and risk of goods supplied under this contract will be passed on to the Company on delivery of the material at the Company's location. However, Bidder is required to provide insurance in-line with the RFP.

### 5.29 Integrity Pact

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

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

### 5.30 Payment Terms

The term of the contract will be five (5) years. The Bidder must accept the payment terms proposed by the Company as proposed in this section.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/any payments will be made subject to LD / penalty / compliance of Service Levels defined in the RFP document.

#### **Procedure for claiming payments:**

The Bidder's requests for payment shall be made to the Company in writing accompanied by Original Invoice detailing the systems, software delivered, installed and accepted by the Company.

The invoices and other documents are to be duly authenticated by Bidder.

On receiving each payment, the Bidder shall submit a stamped receipt for the payment received including TDS. The payment after deducting applicable TDS will be released by the Company. All payments will be made only by electronic transfer of funds either by NEFT or RTGS. The Bidder therefore has to furnish the Company account number to where the funds have to be transferred for effecting payments.

The bidder needs to ensure they meet the technical specifications as needed to meet the overall requirements of the RFP and service delivery. For meeting the overall requirements of the RFP and specifications the bidder may choose to offer 3rd party software products for Application Performance Monitoring, Identity and Governance Management, Chatbots and ADR. The bidder is free to offer such 3rd party technical products as a software license product or as part of the IaaS cloud offering provided such products meet the specifications as laid out in Appendix B: Technical Specifications. In the event the same is being offered as a software license the same will need to be costed for in the software cost sheet along with ATS from year 2 onwards.

In the event the same is being offered as a IaaS offering then there will be no software / ATS cost that need to be factored. The same will be part of the IaaS cost. In no event the cost should be factored at 2 places.

Payments as per the schedule given below will be released only on acceptance of the order and on signing the agreement/contract by the selected bidder and also on submission of performance guarantee through Bank Guarantee.

<b>Deliverable</b>	<b>% of Payment</b>	<b>Criteria</b>
Software Cost- APM & ADR, Chatbot, Identity and governance	70%	On Delivery of Licenses for the respective site
	20%	On Installation of Licenses for the respective site
	10%	On Implementation of the solution & Sign off for the respective site.
Cloud Charges (IaaS) & Contact Centre Infrastructure	Monthly in arrears	Payment will be made monthly in arrears as per the cloud cost (IaaS) quoted in the Bill of Material.  Please note that the company will pay no additional IaaS cloud charges upto 10% increase in the transactions stated in the above table. However, if the total count of transactions increases over & above 10% of the total transactions stated in the above table then the additional IaaS cloud charges would be paid on prorated basis in arrears at the end of month
ATS / AMC	Annually in advance / Quarterly in Arrears	ATS / AMC shall commence on completion of warranty period of one year. ATS / AMC will be payable annually in Advance in the event the bidder provides a Bank Guarantee (BG) equivalent to the Amount of advance paid for that year. The BG should be valid for period of 12 months with a claim of additional 6 months in case of an advance. Else Payment will be made quarterly in arrears
FM- Manpower (L1,L2,L3)	Monthly in arrear	The payment will be paid in arrears at the end of every month
FM – Contact centre infrastructure	Monthly in arrear	The payment will be paid in arrears at the end of every month. Monthly Payment = Total Amount / 12 for that particular year.
IVR Cost	Monthly in arrear	The payment will be paid in arrears at the end of every month.
Training	In arrear	Will be paid in arrears on Completion of respective training and submission of feedback by participants to the Company

Deliverable	% of Payment	Criteria
Escrow Cost	Annually in advance	Will be paid annually in advance on submission of proof of code deposit to escrow agent (as needed)
Other Cost	In arrear	Will be paid in arrears on Completion of respective services.
E AUCTION solution-Development & Implementation including portal application, mobile application, password less authentication, APM,ADR,API gateway, Identity and Governance management and call flow, speech implementation, security, chatbot, reporting and integration	20%	SRS sign off for the respective solution
	20%	Installation of Solution on cloud environment for the respective solution
	25%	UAT sign off for the respective solution
	25%	Go-Live for the respective solution
	10%	1 month from Go-Live for the respective solution

The Company shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill or any other component of the bill shall be raised by the Company within 21 days from the date of receipt of the invoice, only in exceptional circumstances will Company raise a dispute beyond 21 days. The Bidder is required to provide the clarification on the disputes within 14 days of dispute being highlighted by the Company. In case of Disagreement/dispute between Company and the bidder exists even after receiving the clarifications such disputed can be dealt as per contract provisions.

Upon settlement of disputes with respect to any disputed invoice(s), the Company will make payment within thirty (30) Days of the settlement of such disputes.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Company. The entire benefits / burden, arising out of fall / increase taxes, duties or any other reason, must be passed on to Company as a benefit / burden. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty. The Company will not pay any out-of-pocket expense. Any benefit due to fall in prices will need to be discussed and passed on to the Company.

### 5.31 Erasures of Alteration

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated

by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

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

The Company reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of the Company in this regard shall be final, conclusive and binding upon the bidders. The Company reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Company's action. During any stage of evaluation process, if it is found that the bidder does not meet the qualification criteria or has submitted false /incorrect information the bid will be summarily rejected by the Company and no further correspondence would be entertained in this regard. Company further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Company also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further please note that the Company would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Company and the bidder.

### 5.33 Softcopy of Tender Document

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

### 5.34 Awarding of Purchase Order

Following techno-commercial evaluation, Purchase Order may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Company from both a techno-functional and commercial point of view.

The Company reserves the right to award the Purchase order in whole or in part. The acceptance of the bid will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Managing Director & CEO at the address given in this RFP. The terms and conditions of purchase order and RFP shall constitute a binding contract.

### 5.35 Compliance with Statutory and Regulatory Provisions

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

### 5.36 Legal Compliance

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

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

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

### 5.37 Conflict of Interest

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

### 5.38 Publicity

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

### 5.39 Earnest Money Deposit

The Bidder(s) must submit a non-interest-bearing Earnest Money Deposit in the form of Bank Guarantee favouring "*PSB Alliance Private Limited*" from a scheduled commercial bank in India (as per the format provided in Annexure P valid for a period of 1 year with a claim period of 12 months for an amount mentioned hereunder:

EMD amount
INR. 2,00,000.00 (Rupees Two Lakhs only)

- i Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful Bidders will be returned to them within 3 weeks on completion of the on-boarding of the Bidder. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (as per the format provided)
- ii The EMD shall be in the form of Bank Guarantee (as per Annexure-15). It should be issued by a Scheduled Commercial Bank in India, drawn in favour of "*PSB Alliance Private Limited*".
- iii The EMD may be invoked under the following circumstances:
  - a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of reverse auction).
  - b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

- c. The Bidder violates any of the provisions of the terms and conditions of this tender specification.
  - d. In case of the successful Bidder, if the Bidder fails:
    - To sign the contract in the form and manner to the satisfaction of Banks/Company.
    - To furnish Security Deposit in the form and manner to the satisfaction of the Banks/Company within the stipulated time period.
    - If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Company, in future, as per sole discretion of the Company.
  
    - It should be issued by a Scheduled Commercial Bank in India, drawn in favour of “PSB Alliance Private Limited”.
    - The EMD may be invoked under the following circumstances:
  - e. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of reverse auction).
  - f. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
  - g. The Bidder violates any of the provisions of the terms and conditions of this tender specification.
- iv If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Company, in future, as per sole discretion of the Company.
  - v As per recommendations of GOI, Company has decided to waive off Tender Fee & EMD for MSME entrepreneurs. Exemption from submission of Tender Fees & Earnest Money Deposit (EMD) shall be given to Bidders who are Micro, Small & Medium Enterprises (MSMEs) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum/ Udyam Registration (as applicable) or any other body specified by Ministry of MSME. Bids received without EMD from Bidders not having valid NSIC registered documents for exemption will not be considered. To qualify for Tender Fees & EMD exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD exemption. Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD. MSME Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Company, they will be suspended for a period of three (03) years from being eligible to submit bids for contracts with the Company.

#### 5.40 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Company. Company may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Company or suppliers without the prior written consent of Company.

This tender document contains information proprietary to Company. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Company. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of Company and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party”) “Disclosing Party” and that:

1. The Party receiving Confidential Information (“Receiving Party”) hereby undertakes to Party disclosing Confidential Information (“Disclosing Party”) as under:
  - a. to maintain the confidentiality of the Confidential Information;
  - b. to use the Confidential Information only for the purpose of carrying out its obligations under this RFP;
  - c. not to disclose the Confidential Information to any person or make use of or take advantage of the Confidential Information for any purpose other than as specifically permitted by this RFP;
  - d. to take all steps necessary to ensure that the Confidential Information is kept confidential and to maintain proper and secure custody of all Confidential Information;
  - e. not to copy the Confidential Information or permit the copying of the Confidential Information in any form other than as permitted by this RFP;
  - f. upon request, to return the Confidential Information to the Disclosing Party’s, together with any copies of the Confidential Information, and not to make use of the Confidential Information in any manner so as to obtain any benefit, right or privilege for itself or for any other person that would not have been available but for it having access to the Confidential Information.
2. Receiving Party may disclose the Confidential Information to any of its officer, employee, agent, assignee, sub-contractor who has a specific need for access to the Confidential Information, but only to the extent that such disclosure is necessary in order to provide Services under this RFP and that such person is bound by obligations of confidentiality.
3. In the event Receiving Party shall disclose the information as stated in clause above, Receiving Party shall:
  - a. keep a record of all copies provided and make that record available to the Disclosing Party’s on request;
  - b. take all precautions to ensure that the copies are protected from unauthorized access or damage;
  - c. ensure that the copies are returned to Receiving Party or, in the case of copies stored or reproduced other than in a physical form, expunged, if (i) request is made by the Disclosing Party or (ii) upon completion of the tasks for which the Confidential Information was provided.
4. The obligations of confidentiality under this RFP shall not extend to information that:
  - a. is public knowledge, other than as a result of a breach of this RFP;
  - b. is already known to Receiving Party at the time of disclosure;
  - c. is obtained by Receiving Party from a third party who has a lawful right to disclose it;

- d. Receiving Party is required to disclose by law, regulation, rule, act or order of any governmental authority or agency, provided that notice is promptly delivered to the Disclosing Party in order to provide an opportunity to seek a protective order or other similar order with respect to such Confidential Information. If the Disclosing Party seeks a protective order or other remedy, the Receiving Party shall promptly co-operate with and reasonably assist the Disclosing Party in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant portions of this RFP, the Receiving Party in consultation with the Disclosing Party, discloses to the requesting entity only the minimum Confidential Information required to be disclosed in order to comply with the request
  - e. has been, is being or later is independently developed by Disclosing Party without use of or resort to the Confidential Information.
5. Return of Confidential Information: On the termination or expiry of the Agreement, whichever is earlier or at the Disclosing Party's request during the tenure of the Agreement, all Confidential Information and material supplied by the Disclosing Party granted hereunder shall be destroyed or returned to the Disclosing Party and Receiving Party shall hand over to the Disclosing Party, a letter confirming the destruction of the Confidential Information.
  6. The confidentiality obligations under this RFP shall be valid for a period of 3 years from the date of disclosure of the Confidential Information.

#### 5.41 Termination

1. The Company shall be entitled to terminate the agreement at any time by giving at least 30 days-notice if:
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the material breach is not cured within 30 days from the date of notice.
  - b. The bidder
    - i. has a winding up order made against it; or
    - ii. has a receiver appointed over all or substantial assets; or
    - iii. is or becomes unable to pay its debts as they become due; or
    - iv. enters into any arrangement or composition with or for the benefit of its creditors; or
    - v. passes a resolution for its voluntary winding up or payment dissolution or if it is dissolved.
2. The bidder shall have right to terminate only in the event of winding up of Company. The Company reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 90 days' notice period) and recover expenditure incurred by the Company on the following circumstances:
  1. The selected bidder commits a material breach of any of the terms and conditions of the contract.
  2. The bidder goes into liquidation voluntarily or otherwise.
  3. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  4. Termination if progress regarding the execution of contract by the bidder is not as per SLA, Timelines, scope of the RFP or if any material breach of contract.
  5. Deduction on account of liquidated damages exceeds 10% of the total contract price. After the award of the contract, if the selected bidder does not sign the contract as per the terms, conditions and timelines as mentioned in RFP or delays execution of the contract, the Company may terminate the contract and may award the same to another bidder. In the event of any termination such bidder will not be allowed to participate in

any further engagements of the Company. In the event of termination, the Company reserves the right to get the balance contract executed by another party of its choice.

6. The Company shall also be entitled to terminate the agreement at any time by giving at least 30 days' notice if:
  - a. The bidder
    - (i) has a winding up order made against it; or
    - (ii) has a receiver appointed over all or substantial assets; or
    - (iii) is or becomes unable to pay its debts as they become due; or
    - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
    - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
7. The bidder shall have right to terminate only in the event of winding up of Company.
8. This clause is applicable if for any reason the contract or a part of the Contract is cancelled. The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract. In case of any termination of the contract, the Bidder shall be paid for all the services/ products provided by the Bidder until the date of termination after deducting any penalties, Liquidated damages and/or invoking PBG as the case may be. In the event of termination by the Company, the Bidder shall be paid for the following services till the date of termination:
  1. Goods delivered
  2. Services rendered
  3. Unpaid AMCs and ATS

#### *Effect of Termination*

1. Reverse transition mechanism would be activated in the event of cancellation of the Agreement or exit by the parties or 6 months prior to expiry of the Agreement. Bidder should perform a reverse transition mechanism to the Company or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Company or to an alternative 3rd party / vendor nominated by the Company. Where the Company elects to transfer the responsibility for service delivery to a number of vendors Company will nominate Bidder who will be responsible for all dealings with Bidder regarding the delivery of the reverse transition services.
2. The reverse transition services to be provided by Bidder shall include the following:
  - Bidder shall suitably and adequately train the Company's or its designated team for fully and effectively manning, operating and maintaining the data center.
  - Bidder shall provide adequate documentation thereof.
  - Bidder shall jointly manage the data center with the Company or designated team for a reasonable period of time
  - Bidder shall assist the Company in relocation of disaster recovery site facility, if desired by the Company.
3. Knowledge transfer: Bidder shall provide such necessary information, documentation to the Company or its designee, for the effective management and maintenance of the Deliverables under this RFP. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this RFP.
4. Warranties: All the warranties held by or in the name of the Bidder shall be assigned or transferred as-is, in the name of the Company. Bidder shall execute any and all such documents as may be necessary in this regard.

5. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
6. Bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
7. Bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and Bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by Bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
8. During which Bidder would transfer all knowledge, knowhow and other things necessary for the Company or new vendor to take over and continue to manage the services. Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.
9. The Company shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
10. The Company and Bidder shall together prepare the Reverse Transition Plan. However, the Company shall have the sole decision to ascertain whether such Plan has been complied with.
11. Bidder agrees that in the event of cancellation or exit or expiry of the Agreement it would extend all necessary support to the Company or its selected vendors as would be required in the event of the shifting of the site
12. Provisions of this RFP which will survive any such termination or expiration shall include Confidentiality, Warranty, Intellectual Property Rights, Indemnity, and Limitation of Liability.

#### 5.42 Jurisdiction

The jurisdiction of the courts shall be in Mumbai.

#### 5.43 Notices

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

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

#### 5.44 Security

For all solution(s), application(s), software(s), hardware/ networking component(s) and security component(s) that the bidder provides as part of the requirements of this RFP, the bidder is requested to ensure that adequate controls and governance are implemented. Audit trail and logs of the corresponding solution and/or application and/or software and/or hardware and/or networking components and/or security components must be logged, reported, monitored and made available to the Company for further analysis. The transfer of audit trail and logs, of the in-scope components mentioned above, to Company's Security Operations Center or to Company's custodian, may be fulfilled on real time basis or store & forward basis, as decided by the Company.

#### 5.45 Audits

Company can conduct any third party inspection / audit for any phase. The bidder must make all necessary changes as mentioned by the results of these audits. Company will incur the cost of

appointment of a third party for audit. The bidder must ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.

The Successful Bidder(s) shall allow the Company, its authorized Personnel, its auditors (internal and external) and/or other statutory authorities, and unrestricted right to inspect and audit the operations and records directly related to the services. The Cost & Accounting Records will be out of scope for the purpose of audit conducted by the Company. If the Successful Bidder(s) is outsourcing any portion of the above activity, it will be the responsibility of the Successful Bidder(s) to ensure that the authorities/officials as mentioned above are allowed access to the places, systems, processes, records (except Cost & Accounting Records) etc. of the activity, for inspection and verification.

The Successful Bidder(s) shall keep complete and accurate records of all the operations in connection with the activities, per prevalent best practices in the industry. All books, records (except Cost & Accounting Records) and information relevant to the services shall be preserved in isolation and be presented to the Company or its designees for inspection as and when demanded.

The Successful Bidder(s) should recognize the right of Reserve Company of India (RBI) to cause an inspection to be made of the Successful Bidder(s) / service provider and its books and accounts by one or more of its officers or employees or other designated person. One week's of prior intimation shall be shared with the bidder, regarding the audit so as to notify the Company any potential conflict of interest. Except in cases of regulatory and statutory audits, the Company shall not exercise right to audit more than twice in a financial year.

#### 5.46 Risk & Title

The risk, title and ownership of the goods supplied under this contract shall be transferred on to the Client on delivery of goods at the site.

## 6. General Instructions

### 6.1 Registration of RFP Process

Registration of RFP response will be affected by the Company by making an entry in a separate register kept for the purpose upon Company receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. The submission should be in the format outlined in this RFP and should be submitted only through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Company. The Recipient shall be deemed to have licensed, and granted all rights to the Company to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

RFP responses will remain valid and open for evaluation for a period of at least six (6) months from the RFP closing date.

### 6.2 Request for Additional Information

Recipients/ Bidders are required to direct all communications for any clarification related to this RFP, to the designated Company officials and must communicate the same in writing in 7 days prior to the pre-bid meeting scheduled date. All queries relating to the RFP, technical or otherwise, must be in writing only. The Company will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Company will not answer any communication reaching the Company later than the timeline mentioned in Key Information.

The Company may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response. Bidders should invariably provide details of their email addresses as responses to queries will be provided to all Bidders via email.

The Company may in its sole and absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to clarify any response.

### 6.3 Pre-Bid Meeting

The Company plans to hold a pre-bid meeting on the timeline mentioned in Key Information at the address/ through VC specified in Bid details under introduction note to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered.

Shortlisted Bidders will be allowed to participate in the Pre-Bid meeting. Also, Company will allow a maximum of 2 representatives from each Bidder (including OEM partners) to participate in the pre-bid meeting.

Bidders are requested to send their queries relating to RFP to our office by e-mail, well in advance so that the same could be discussed during the Pre-Bid meeting with interested Bidders.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

The Company will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

#### 6.4 Disqualification

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

#### 6.5 Language of Bid

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

#### 6.6 Period of Validity of Bids

Bids should remain valid for the period of at least six (6) months from the last date for submission of bid prescribed by the Company. A bid valid for a shorter period shall be rejected by the Company as non-responsive. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission.

#### 6.7 Errors and Omissions

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

#### 6.8 Amendment of Bidding Documents

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

#### 6.9 Authorization to Bid

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

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

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

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

## 6.10 Recipient Obligation to Inform Itself

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

## 6.11 Cost Borne by the Respondent

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

## 6.12 No Legal Relationship

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

## 6.13 Two Bid System

1. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign and stamp all pages of the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
2. The bidder shall submit his response to the present tender separately in two parts – “The Technical Bid” and “Commercial Bid”. Technical Bid will contain product specifications / response to functional and technical specifications whereas Commercial bid will contain the pricing information as per the Bill of Material given in the RFP. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Company. Those bidders satisfying the technical requirements as determined by the Company in its absolute discretion shall be short-listed for opening their commercial bid. The bidder is required to submit soft copy of the **Technical** bid in a pen drive.
3. The Company reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
4. Bid documents shall be submitted in a single sealed envelope, and other required documents as mentioned in the tender and a separate sealed envelope containing commercial bid Price, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the Bidder’s seal duly affixed with the Signature and Stamp of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

## 6.14 Acceptance to Terms

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

## 6.15 Submission to Company

The RFP response documents should be submitted in paper copy - hard bound and should contain the following:

Envelope 1: Technical Bid:

**Technical Bid:** Envelope with superscriptions as "**Technical Bid and Masked Commercial Bid**" should be included within the Envelope I.

- a. Technical Bid
- b. Masked Commercial Bid

The Bidder should submit compliance/non-compliance to all the specifications with remarks and other requirements given in the Bid Document and Scope of Work.

The Technical Bid should be complete in all respects and contain all information asked for, except commercial prices. The Technical Bid should include all items asked for in bid document. The technical offer **should contain a Masked Bill of Material. The Bidders should note that the technical offer should not contain any price information.** The Technical Offer should be complete and indicate that all products and services asked for are quoted. The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in **Appendix 2-Commercial Bill of Material**) as per price schedule without the prices (please put 'X' mark wherever prices are quoted) along with other bid documents for evaluation purpose. In addition to submitting the hard copies, the Bid Formats dully filled, supporting documents and bid documents should be submitted in pen drive in pdf format.

Envelope II: Indicative Commercial Bid

The Price Bid document should give all relevant price information and should not contradict the Technical Offer in any manner. **Please note that if any envelope is found to contain both technical and commercial bid together, that bid will be rejected summarily. Indicative Commercial Bid should be submitted in hardcopy and a softcopy of indicative commercial bid is required to be submitted in a pen drive.**

Commercial Bid Containing the following at least the following documents

1. Annexure 2- Commercial Compliance Certificate
2. Annexure 12- Compliance for Reverse Auction
3. Annexure 13- Letter of Authority for Participating in Reverse Auction
4. Appendix 2- Commercial Bill of Material

Both the envelopes should be put together in an envelope to constitute one set. Each set should be packed in an envelope

The proposal should be prepared in English in MS Word/Excel format.

The details required in the Annexure shall also be enclosed. The Company may reject any proposal not containing all the requirements called for in various Annexure.

Company may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be

treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Company.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

Paper copies of RFP response as mentioned above & one electronic copy (in standard readable format on pen drive) of Technical Bid and Indicative commercial bid must be submitted to Company at the following address.

Name: Managing Director & CEO, PSB Alliance Private Limited

Address: PSB Alliance Private Limited, 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines Junction, Mumbai Pincode:400020

The sealed bid envelopes as mentioned above should be delivered to Managing Director & CEO, PSB Alliance Pvt. Ltd. at the address given above. A bidder not found eligible under Technical Bid will not be considered for techno-commercial evaluation.

Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted

#### 6.16 Late Bids

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

#### 6.17 Modification and Withdrawal of Bid

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Company prior to the deadline prescribed for submission of bids.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions as mentioned in this RFP. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
3. No bid can be modified subsequent to the deadline for submission of Bids
4. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval shall result in forfeiture of Bid security.
5. The modification of the bid mentioning the clause being modified will be considered as an integral part of the original bid and the relevant modifications shall be considered for bid evaluation process.

#### 6.18 Bid Opening

1. The Company will open only the Technical Bids as per the schedule mentioned in this RFP. The Commercial Bid of only technically qualified bidders will be opened on a later date subsequent to the technical evaluation. The Company will notify the date and time for Commercial Bid Opening to the technically qualified bidders.

2. Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against name of the representative, name of the company/bidder and with full signature of the representative.
3. Each Bid will be numbered serially, signed and dated by the Officers of the Company except printed literature, brochure and reports.
4. The following details will be announced at the bid opening:
  - a. Bidder's name,
  - b. Bid Modifications or withdrawals, if any.
  - c. Technical Details (in case of Technical bid opening),
  - d. Submission or non-submission of Bid Security (in case of Technical bid opening) and such other details as the Company, at its discretion, may consider appropriate.
5. Alterations in the bids, if any, made by the bidders should be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening of the Bids. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorised by the executive who has signed the bid.
6. An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared which will then be signed by all the bidders/representatives and Company officers present at the time of opening of bids.
7. Bids (and modifications sent pursuant to Clause – 6.17 of Section 6) that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.
8. Commercial Bids of those bidders who fail to technically qualify will be returned unopened to the concerned bidders.
9. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

## 7. Evaluation Process

### 7.1 Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best-fit solution at a competitive price. The evaluation by Company will be undertaken by an Internal Committee formed by the Company. The Company may consider recommendations made by External Experts/Consultants on the evaluation. The decision of the committee shall be final.

The Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Company plans to, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Company reserves the right for such waivers and the Company's decision in the matter will be final.

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

Company may call for any clarifications/additional particulars required, if any, on the technical/commercial 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. Company 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. Company also reserves the right to conduct Reference Site Visits at the bidder's client sites. Based upon the final technical scoring, shortlisting would be made of the eligible bidders for final commercial bidding.

Through this Request for Proposal, Company aims to select a Bidder/ application provider who would undertake the designing and implementation of the required solution. The Bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP with a Service Level Agreement.

### 7.2 Normalization of Bids

The Company will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Company feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Company may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The Company can repeat this normalization process at every stage of technical submission or till the Company is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically shortlisted Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Company during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

### 7.3 Preliminary Examination of Offers

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

### 7.4 Technical Evaluation Process

The Technical Proposals of only those bidders who have qualified in the Eligibility Criteria will be evaluated. All technical bids will be evaluated and a technical score would be arrived at.

Company may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and the decision to qualify the bidder shall be accordingly taken by the Company.

### 7.5 Clarification of Bids

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

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

## 7.6 Technical Bid Evaluation Criteria

The technical bid evaluation will be done on a total score of 1000. The proposal evaluation will be based on the evaluation matrix consisting of the following parameters.

#	Evaluation Criteria	Maximum Marks	Minimum Qualifying
1.	Functional Specifications	300	250
2.	Technical Specifications	200	200
3.	Bidder's Capability & Experience	250	200
4.	Technical Presentation	250	200
	<b>Total</b>	<b>1000</b>	<b>850</b>

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 850 marks or more will be declared technically qualified.

The bidders scoring less than 850 marks (cut-off score) out of 1000 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. Bidders should score minimum as mentioned in the above table.

In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 85%, then the Company, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 75%. In case at least two participants have not scored 75%, then the Company reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of the Company.

Company reserves the right to conduct a reference site visit/ video conference/ voice call with the Client to substantiate the credentials/ copy of PO/ Contract copy/ sign-off submitted by Bidder and/ or OEM. In case the input/ feedback received from the Customer is negative/ unsatisfactory, Company reserves the right to reject the Bid.

If only one bidder qualifies, Company at its discretion may select bidders with the top two technical scores for final evaluation and reverse auction process. Company, will only open the indicative commercial bids of bidders who have technically qualified. Company at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in Company's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by the Company.

The evaluation of technical proposals, among other things, will be based on the following:

#	Technical Evaluation	Evaluation Methodology								
1	Functional Specifications	<p>The Bidder is required to submit the compliance for Functional Specifications. Bidders should score 90% in Compliance to Functional Specifications (Appendix 1A).</p> <p>Marks would be awarded as:</p> <table border="1"> <thead> <tr> <th>Status</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Fully Compliant (F)</td> <td>10</td> </tr> <tr> <td>Partially Compliant/ Customization (C)</td> <td>8</td> </tr> <tr> <td>Non-Compliant (N)</td> <td>0</td> </tr> </tbody> </table> <p>The total marks of the Appendix will be scaled down on a scale of <b>300 marks</b></p>	Status	Marks	Fully Compliant (F)	10	Partially Compliant/ Customization (C)	8	Non-Compliant (N)	0
Status	Marks									
Fully Compliant (F)	10									
Partially Compliant/ Customization (C)	8									
Non-Compliant (N)	0									

#	Technical Evaluation	Evaluation Methodology						
2	Technical Specifications	<p>The Bidder is required to submit the compliance for Technical Specifications. Bidders must score 100% in Compliance to Technical Specifications (Appendix 1B).</p> <p>Marks would be awarded as:</p> <table border="1"> <thead> <tr> <th>Status</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Yes (Y)</td> <td>10</td> </tr> <tr> <td>No (N)</td> <td>0</td> </tr> </tbody> </table> <p>The total marks of the Appendix will be scaled down on a scale of 200 marks</p>	Status	Marks	Yes (Y)	10	No (N)	0
Status	Marks							
Yes (Y)	10							
No (N)	0							
3	Bidder's Capability & Experience	<p><b>A.</b> The Bidder must have experience of having developed Website/Portal in India catering to at least 40 lakhs transactions per year. (125 marks)            If in more than one BFSI/ Government/ PSU in India- 125 marks            If in one BFSI/ Government/ PSU in India-100 marks</p> <p><b>B.</b> The Bidder should have developed web portals or software development (125 marks)            If in three or more BFSI/ Government/ PSU in India- 125 marks            If in two BFSI/ Government/ PSU in India- 110 marks            If in one BFSI/ Government/ PSU in India-100 marks</p>						
4	Technical Presentation	<p>All eligible bidders will be required to make presentations. The Company will schedule presentations and the time and location will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the Company may result in rejection of the proposal.</p>						

### 7.7 Commercial Evaluation Process

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical proposal. The company will notify the date and time of Commercial bid opening to the technically qualified bidders and for further participation in the online Reverse Auction.

The envelope containing the Indicative Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Appendix 2-Commercial Bill of Material. The commercial offer should consist of comprehensive Cost for required solution.

Bidder must provide a detailed cost breakdown, for each and every category mentioned in the commercial bid.

The Company will determine whether the Commercial Bids are complete, unqualified and unconditional. The technically qualified bidders will be required to participate in the reverse auction. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

#### **Commercial Bid Evaluation Considerations**

Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Company, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
6. If there is a discrepancy in the total, the correct total shall be arrived at by Company
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the Company, the Company may add any other relevant criteria for evaluating the proposals received in response to this RFP.
9. Company may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
10. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
11. The Company shall not incur any liability to the affected bidder on account of such rejection.
12. The selected bidder shall provide the revised TCO and the revised break-up of the cost post Reverse Auction
13. The Company in no way is responsible for any computation and totalling in the commercial bill of material. The bidders have to ensure the formulae and totalling is correct.
14. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Company will make similar treatment for 4<sup>th</sup> or subsequent decimal point to finally arrive at two decimal points only.

### 7.8 Reverse Auction

The Company shall conduct the reverse auction on total cost of project and the price so obtained after closure of Reverse Auction shall be taken into account for Commercial Evaluation. Bidders have to submit final itemized price to the Company within 48 hours of closure of Reverse Auction process.

In case any technically qualified bidder does not take part in reverse auction, then he will not be considered for commercial evaluation.

The procedure of reverse auction will be notified to the shortlisted bidders separately.

All eligible bidders must have a valid digital signature to participate in the online reverse auction.

Bidder to note that only those bidders who participate and submit a bid(s) in the Reverse Auction shall be considered for further evaluation, i.e. declaration of H1. However, in case no bidder participates, Company reserves the right to conduct a re-reverse auction.

### **Business Rules for Reverse Auctions**

#### **Applicability**

Reverse auctions are carried out under the framework of rules that are called Business Rules.

1. All bidders participating in reverse auction shall understand/accept and give an undertaking for compliance with the same to the Company in the prescribed format “**Annexure 12: Compliance for Reverse Auction**” and “**Annexure 13: Letter of Authority for participating in Reverse Auction**”.
2. Any bidder not willing to submit such an undertaking shall be disqualified for further participation in the e-procurement process in question.

#### **Compliance/Confirmation from Bidder**

The bidders participating in reverse auction shall submit the following document(s) duly signed by the same Competent Authority who signs the offer document in response to the RFP:

1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in **Annexure 12: Compliance for Reverse Auction and Annexure 13: Letter of Authority for participating in Reverse Auction**.

#### **Training to bidders**

1. The Company will facilitate training for participation in reverse auction either on its own or through the service provider for the reverse auction.
2. On request where necessary, the Company /service provider may also conduct a ‘mock reverse auction’ to familiarize the bidders with reverse auction process.
3. Any bidder not participating in training and/or ‘mock reverse auction’ shall do so at his own risk and it shall not be open for him to make any request/complaint/grievance later.
4. Each bidder shall participate in the training at his / their own cost.
5. The venue, date, time etc. for training in reverse auction shall be advised at the appropriate time.
6. No request for postponement/fixing of training date/time shall be entertained which in the sole view and discretion of the Company might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

#### **Date/time of reverse auction**

1. The date and time of commencement of reverse auction as also duration of ‘Reverse Auction Time’ shall be communicated at least 4 working Days prior to such auction date.
2. Any force majeure or other condition leading to postponement of auction shall entitle the Company to postpone the auction even after communication, but the Company shall be obliged to communicate to all participating bidders the ‘postponement’ prior to commencement of such ‘Reverse Auction’.

#### **Conduct of Reverse Auction**

1. The reverse auction shall be conducted on a specific web portal meant for this purpose.
2. The reverse auction may be conducted by the Company itself or through a service provider specifically identified/appointed/empanelled by the Company.

#### **Transparency in Bids**

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

### **Masking of Names**

1. Names of bidders shall be masked in the Reverse Auction process and bidders will be given suitable dummy names.
2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Company with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

### **Start Price**

Reverse Auction process shall commence at and after electronically loading the "START-UP PRICE" on the basis of lowest TCO arrived at after evaluation of commercial bids or lesser than the lowest TCO arrived as evaluated by the Company.

### **Decrement Bid Value**

1. The bidders shall be able to bid only at a specified decrement value or multiple thereof and not at any other fractions. The Bid decrement value for each line item or for composite value shall be decided by the Competent Authority depending upon the nature and the value of equipment/services being procured.
2. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

### **Reverse Auction Process**

1. In order to reduce the time involved in the procurement process, Company shall be entitled to complete the entire procurement process through a single Reverse Auction or in multiple Reverse Auctions by splitting the items of bill of material in different lots.
2. The Company shall however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Company.
3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

### **Changes in Business Rules**

1. Any change in Business Rules as may become emergent and based on the experience gained may be made by the Company.
2. Any/all changes made in Business Rules shall be uploaded in the Website of the Company <https://www.psballiance.com/> immediately.
3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder participating in the Reverse Auction and his concurrence to/ acceptance of the change shall be obtained in writing by the Company.

### **Don'ts applicable to the Bidders**

1. No bidder shall involve himself/ itself or any of his/ its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Company shall disqualify the bidders concerned from the e-Procurement process.
2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Company to any other third party without specific permission in writing from the Company.
3. Neither Company nor the service provider/auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, Loss of electronic information, power interruptions, UPS failure, etc. at bidders' place. (Company shall, however, entertain

any such issues of interruptions, or problems with an open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

### **Errors and Omissions**

On any issue or area of material concern respecting e-Procurement not specifically dealt with in these Business Rules, the decision of the Company shall be final and binding on all concerned.

### **7.9 Final Evaluation: Weighted Techno-Commercial Evaluation**

The Proposals will be finally ranked according to their combined Technical Score(s) and Financial Score (post Reverse Auction) as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively. ST and SF will be calculated for individual bidders, i.e. Technical Proposal will have 70% weightage and Commercial will have 30% weightage.

The Scores will be calculated for all technically qualified bidders using the formula: -

$$S = (0.30 \times \frac{C \text{ Minimum}}{C \text{ Quoted}}) + (0.70 \times \frac{T \text{ Obtained}}{T \text{ Highest}})$$

**C<sub>Minimum</sub>** – Commercial Score Minimum Quote

**C<sub>Quoted</sub>** - Commercial Score Quoted

**T<sub>Highest</sub>** – Technical Score Highest Scored

**T<sub>Obtained</sub>** - Technical Score Obtained

Bidder with the highest Final score shall be considered for award of the Contract.

For example - There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula

Marks of B/Marks of highest scorer A \* 100.

Similarly, Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula:

Commercial Score = Cost of L1 bidder/Cost quoted by bidder \* 100

A "Combined score will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes, with a weightage of 70% for the Technical Proposal and 30% for the Commercial Proposal. The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score.

#	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	95/95*70 =	60/71*30 =	70 + 25.3 = 95.3

#	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
				70.0	25.3	
2	B	85	65	$85/95*70 = 62.6$	$60/65*30 = 27.7$	$62.6 + 27.7 = 90.3$
3	C	90	60	$90/95*70 = 66.3$	$60/60*30 = 30.0$	$66.3 + 30.0 = 96.3$

In the above example which is just an illustration, Bidder C with highest score becomes the successful bidder.

During evaluation of the Bids, PSB Alliance at its discretion may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

### 7.10 Key Guidelines

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

### 7.11 Nature of Bid

Bids will be permitted only from a single entity.

Consortium is allowed for Supply, Installation and Maintenance of Hardware, OS and Peripheral Applications only. However, in case the lead bidder forms a consortium, the single point of contact for Company will be the lead bidder. Lead bidder will be responsible for the successful execution of the RFP/ Contract.

### 7.12 Information Ownership

All information processed, stored, or transmitted by successful Bidder equipment belongs to the Company. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

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

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

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

### 7.13 Security, Configuration, Monitoring and Audit

The baseline security configuration of Operating System, Database, Web server and all other applications is to be done by the bidder, according to the industry best practices.

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.

To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Company's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the Bidder.

## 8. Service Levels & Penalties

Company intends to select a Successful Bidder who shall have common vision to deliver high-quality services to the users.

Definition of terms used in this section is as follows:

1. **"Downtime"** shall mean the time period for which the specified services/components with specified technical and service standards are not available to Company and excludes the scheduled outages planned in advance and the bandwidth link failures
2. **"Incident"** refers to any event/abnormalities in the functioning of the equipment / specified services that may lead to deterioration, disruption in normal operations of Company's services.
3. **"Resolution Time"** shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the

category of the incident reported at the service desk. The category shall be defined and agreed upon between Company and Service Provider.

4. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time, i.e. 24x7x365.
5. **"Solution downtime"** subject to the SLA, means the accumulated time during which the Solution is not available to Company's users due to in-scope system, and is measured from the time Company and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to Company's users would also account as "System downtime"
6. The business hours are 8 AM to 6 PM on any calendar day Company is operational. The Bidder however recognizes the fact that the branches will require to work beyond the business hours and holidays on a need basis.
7. Uptime will be computed based on the availability of the applications to Company's users irrespective of the availability of servers either individual servers/clusters.
8. Typical Resolution time will be applicable if systems are not available to Company's users and there is a denial of service.
9. Following are the requirements related to managing the service levels to be maintained in providing such services:
10. Bidder to note that all SLAs will be applicable 3 months post Go-Live onwards.

#### **Service Level Agreement and Targets**

This section includes the SLAs which Company requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Company for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contractor its revision whichever is earlier.

Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by BOM.

**System Availability** is defined as:

$$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$$

#### **Service Level Measurement**

1. Company has defined in-scope services in the RFP and corresponding SLAs below. Company shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.
2. The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Data capturing and reporting mechanism will be used for SLA reporting. The bidder has to leverage existing tools or any other tool proposed by Company to monitor and manage the Solution.
3. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
4. The Bidder shall provide SLA Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to Company at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder.

**5. Delay in Implementation**

Services	Description	Calculation	Periodicity	MSL	Penalty
Implementation services	Delay in go-live	Total Software Cost + Implementation		100%	For every week of delay or part thereof penalty will be 1% of the Total Software Cost + Implementation Cost. Subject to a maximum of 10% of the Total Software Cost + implementation cost. Post which the contract may be terminated and PGB invoked.

**Availability**

Services	Description	Calculation	Periodicity	MSL	Penalty
Solution Availability	Availability of Solution to users	(Total uptime in a month)/ (maximum time in a month - scheduled downtime	Monthly	99.5%	For every 0.5% or part thereof drop in service levels penalty will be 1% of the Facilities Management Cost for the month  The Calculation of penalty will happen based monthly performance data as received
All equipment/ solutions supplied and or managed by bidder as part of the RFP at DC and DR Sites	Availability of equipment at DC and DR	(Total uptime in a month)/ (maximum time in a month - scheduled downtime	Monthly	99.5	< <b>99.5</b>  1% of the total cost of the laas cloud charges (Infrastructure as a service) + FM manpower

Services	Description	Calculation	Periodicity	MSL	Penalty
					cost (L1,L2,L3) for the year <b>&lt; 99.0</b> 2% of the total cost of the laas cloud charges (Infrastructure as a service) + FM manpower cost (L1,L2,L3) for the year <b>&lt; 98.5</b> 3% of the total cost of the laas cloud charges (Infrastructure as a service) + FM manpower cost (L1,L2,L3) for the year <b>&lt; 98.0</b> 4% of the total cost of the laas cloud charges (Infrastructure as a service) + FM manpower cost (L1,L2,L3) for the year <b>&lt; 97.5</b> 5% of the total cost of the laas cloud charges (Infrastructure as a service) + FM manpower cost (L1,L2,L3) for the year. The total penalty will not exceed the monthly pay-out for the particular month.

Services	Description	Calculation	Periodicity	MSL	Penalty
All IVR and Contact Centre equipment/ solutions supplied and or managed by bidder as part of the RFP at DC ,DR Sites and agents site.	Availability of equipment at DC, DR and agents site.	(Total uptime in a month)/ (maximum time in a month - scheduled downtime	Monthly	99.5	<p><b>&lt; 99.5</b> 1% of the total cost of the IVR + laas cloud charges (contact centre infrastructure charges) + FM manpower cost (contact centre agent including supervisor) for the year</p> <p><b>&lt; 99.0</b> 2% of the total cost of the IVR + laas cloud charges (contact centre infrastructure charges) + FM manpower cost (contact centre agent including supervisor) for the year</p> <p><b>&lt; 98.5</b> 3% of the total cost of the IVR + laas cloud charges (contact centre infrastructure charges) + FM manpower cost (contact centre agent including supervisor) for the year</p> <p><b>&lt; 98.0</b> 4% of the total cost of the IVR + laas cloud charges (contact centre infrastructure charges) + FM manpower cost</p>

Services	Description	Calculation	Periodicity	MSL	Penalty
					(contact centre agent including supervisor) for the year  < 97.5 5% of the total cost of the IVR + laas cloud charges (contact centre infrastructure charges) + FM manpower cost (contact centre agent including supervisor) for the year The total damages will not exceed the monthly pay-out for the particular month.
<b>Bug Resolution</b>					
Bug Reporting	Bidder shall ensure that all bugs reported by the users / testing team shall be duly logged and assigned a unique ID for reference purposes. Users shall be informed about the reference ID maximum within 15 minutes from recording the complaint	Manually through various communication channels	Monthly	100%	Penalty of INR 1,000 will be levied for every 15 minutes delay or part thereof
Bug Resolution	Bidder shall ensure that all bugs reported by the users / testing team as	NA	Monthly	Per Instance	Penalty of INR 10,000 will be levied for every day delay or part thereof

Services	Description	Calculation	Periodicity	MSL	Penalty
	agreed with Company and resolved maximum within 7 calendar days. The reference ID post resolution should be closed in concurrence with Company				

### **Management, Reporting and Governance**

Service Details	SLA Measurement	SLA	Penalty
Report Generation	Adherence to delivery of SLA report	<b>100%</b>	The SLA reports to be shared with Company by 7 <sup>th</sup> of every month. For each default the penalty of INR 10,000 per week or part thereof maybe charged to the bidder
Staff transition period (Handover period)	Yearly 1 change in the Project Manager or Service delivery manager is allowed	<b>100%</b>	More than 1 change in the proposed Program Manager or Service delivery manager would lead to penalty of INR 5,000 for each default
Resource Availability	If the resource availability is less than 99%, then payment shall be deducted based on the pro-rata basis. (Total FMS cost per day divided by nos. of persons deployed)	No. of days below minimum attendance level	If the resource availability is less than 99%, then payment shall be deducted based on the pro-rata basis. (Total FMS cost per day divided by nos. of persons deployed)

### **8.1 Penalties**

The Company reserves the right to recover the penalty from any payment to be made under this contract. The penalty would be deducted from the pay-outs. For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value post which the Company may choose to terminate the contract and invoke the PBG.

### **8.2 At-Risk Amount**

The monthly At-Risk Amount ('ARA') shall be 10% of the estimated monthly pay out of the respective month. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% (ten per cent.) of the contract value.

## 9. Annexure & Appendix

### 9.1 Appendix

#### 9.1.1 Appendix 1A: Functional Specifications

Appendix 1A: Functional Specifications is attached as a separate file

### 9.1.2 Appendix 1B: Technical Specifications

Appendix 1B: Technical Specifications is attached as a separate file

**Appendix 2: Commercial Bill of Material**

Appendix 2: Commercial Bill of Material is attached as a separate file

## 9.2 Annexures

### 9.2.1 Annexure 1: Technical Proposal Format

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

#	Particulars	Response from the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Company	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of: Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
12	Details of the similar assignments executed by the bidder during the last two years (Name of the Client, time taken for execution of the assignment and documentary proofs from the Client are to be furnished)	
13	Details of inputs, infrastructure requirements required by the bidder to execute this assignment.	
14	Details of the bidder's proposed methodology/approach for providing services to the Client with specific reference to the scope of work.	

#### **Declaration:**

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Company can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.

3. All the details mentioned by us are true and correct and if Company observes any misrepresentation of facts on any matter at any stage, Company has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date fixed for bid opening.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Company will have the right to disqualify us in case of any such deviations.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

### 9.2.2 Annexure 2: Commercial Compliance Certificate

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as vendors as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted by the Company, any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We agree to the terms & conditions mentioned in the Tender document.

#### **Terms & Conditions:**

The fee quoted shall cover components and services on a fixed price basis inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the Company or any new tax introduced by the government will also be paid by the Company. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Company. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in customs duty. The Company will not pay any out-of-pocket expenses.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

*\*\*Note: Vendor will work as per the timings of the Company*

### 9.2.3 Annexure 3: Compliance Certificate

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

Dear Sir,

Ref: - PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

1. Having examined the RFP including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the services in conformance to the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this RFP.
2. We confirm that this offer is valid for 180 days from the date fixed for opening of bids.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Company is not bound to accept the lowest or any Bid that it may receive.
7. We and the proposed OEM solution provider are not blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ PSU/ PSE or banks in India.

Dated

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

**9.2.4 Annexure 4: Proposed Agency Profile**

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director &amp; CEO

PSB Alliance Pvt. Ltd.

Metro House, Mumbai

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

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

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

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

### 9.2.5 Annexure 5: Confirmation of Terms & Conditions

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

Dear Sir,

Sub: Request for Proposal for \_\_\_\_\_

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

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

Yours faithfully,

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

### 9.2.6 Annexure 6: Tender Offer Cover Letter

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

Dear Sir,

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

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

If our tender offer is accepted, we shall obtain the guarantee of a bank for a sum equal to 3% of the Contract Price for the due performance of the Contract.

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

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

We understand that the Company is not bound to accept the lowest or any offer the Company may receive. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature: \_\_\_\_\_

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

### 9.2.7 Annexure 7: Submission Checklist

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

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

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

The following files need to be completed

Functional Specification Document	Submitted (Bidder)
Appendix 1A- Functional Specifications	
Appendix 1B- Technical Specifications	

#### Formats

The following Letters and Formats need to be submitted.

Letter / Format	Submitted (Bidder)
Annexure 1: Technical Proposal Format	
Annexure 3: Compliance Certificate	
Annexure 4: Proposed Agency Profile	
Annexure 5: Confirmation of Terms & Conditions	
Annexure 6: Tender Offer Cover Letter	
Annexure 7: Submission Checklist	
Annexure 9: Manufacturer's Authorization Form	
Annexure 10: Non-Disclosure Agreement	
Annexure 14: Integrity Pact	

#### Submission Checklist for Commercial Bid Documents

The following documents need to be provided by the Bidder for the Commercial Bid in a separately sealed cover.

Commercial Bid Documents	Submitted (Bidder)
Annexure 2: Commercial Compliance Certificate	
Annexure 12: Compliance for Reverse Auction	
Annexure 13: Letter of Authority for participating in Reverse Auction	
Appendix 2: Commercial Bill of Material	

**9.2.8 Annexure 8: Pre-Bid Query Format**

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

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

All questions received before deadline specified in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, PSB Alliance may at its discretion, answer all such queries in the Pre-bid meeting.

**Pre-Bid Query Format**

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

Name and signature of authorized person issuing this request for clarification

Signature/Date

Official designation

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

### 9.2.9 Annexure 9: Manufacturer's Authorization Form

#### **On OEM's letterhead**

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

The MAF provided by the Bidder **should have the intent** of the following clauses:

1. We who are established and reputable manufacturers/ producers of \_\_\_\_\_ having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of the bidder) to submit a bid, and sign the contract with you against the above Bid Invitation.
2. We hereby extend our warranty for the Solution, Products and Services offered by the above firm against this Bid Invitation.
3. In case the authorized distributor/ system integrator is not able to meet its obligations as per contract during the contract period, we, as the OEM, will assist the Company to find an alternate and acceptable service provider to meet the obligations of the RFP.

### 9.2.10 Annexure 10: NDA Format

*(On Rs.100 Non-Judicial stamp paper)*

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

BY AND BETWEEN

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

AND

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

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

WHEREAS:

1. PSB Alliance is engaged in the business of providing services to PSBs and intends to Select Vendor for providing E AUCTION Services
2. In the course of such assignment, it is anticipated that PSB Alliance or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment ( hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of PSB Alliance. The Vendor undertakes to safeguard and protect such confidential information as may be received from the Company.

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

1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by PSB Alliance to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
- (ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

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

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

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

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

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

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

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify PSB Alliance immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

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

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

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

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

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

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

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

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all

prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

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

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

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

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

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

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

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

( )

(Designation)

For and on behalf of PSB Alliance

( )

(Designation)

**9.2.11 Annexure 11: Performance Bank Guarantee Format**  
*(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)*

Bank Guarantee No.  
Bank Guarantee Amount  
Expiry Date  
Claim Period  
Account  
GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_

BY :

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

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

IN FAVOUR OF:

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

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

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

AND WHEREAS the Vendor has duly signed the said documents.

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

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

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

Guarantee in favour of the Bank for a sum of Rs. ....

(Rupees.....Only) being the 10% of the total Contract value

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

(1) The guarantor hereby agree and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.

(2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Company at its office at Mumbai forthwith, and all monies payable by the Vendor to the extent of

Rs..... against any loss, costs, damages, etc. suffered by the Company on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Company, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Company and the Vendor or any dispute between the Company and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

(3) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

(4) The Company shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Company, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Company in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

(5) To give effect to this guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.

(6) The liability of the Guarantor, under this Guarantee shall not be affected by

(a) any change in the constitution or winding up of the Vendor or any absorption, merger or

(b) amalgamation of the Vendor with any other company, corporation or concern; or

(c) any change in the management of the Vendor or takeover of the management of the

Vendor by the Government or by any other authority; or

(a) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or

(b) any change in the constitution of Company / Vendor; or

(c) any change in the setup of the Guarantor which may be by way of change in the constitution,

(d) winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

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

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

SIGNED AND DELIVERED BY  
the within named  
Guarantor,

\_\_\_\_\_

,  
by the hand of Shri. \_\_\_\_\_, its authorized official.

### 9.2.12 Annexure 12: Compliance for Reverse Auction

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

Dear Sir,

Ref: - RFP no. \_\_\_\_\_ for \_\_\_\_\_

We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Company's RFP dated \_\_\_\_\_ for \_\_\_\_\_.

1. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
2. We hereby undertake and agree to abide by all the terms and conditions stipulated by PSB Alliance in the RFP document including all annexures and the Business Rules for Reverse Auction.
3. We shall participate in the on-line auction conducted by \_\_\_\_\_ (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
4. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the Company may debar us from participating in future tenders.
5. We confirm having nominated Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
6. We accordingly authorize Company and/ or the reverse auction company to issue user ID and password to the above named official of the company.
7. Both Company and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
8. We, hereby confirm that we will honour the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which we will forfeit the EMD submitted by Bidders during RFP. We agree and understand that the Company may debar us from participating in future tenders for any such failure on our part.
9. We undertake to submit the confirmation of last bid price by us to the auction company/ Company within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

### 9.2.13 Annexure 13: Letter of Authority for Participating in Reverse Auction

RFP Reference No.: PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023

To,

Managing Director & CEO  
PSB Alliance Pvt. Ltd.  
Metro House, Mumbai

Dear Sir,

Ref: - RFP no. \_\_\_\_\_ for \_\_\_\_\_

1. We \_\_\_\_\_ (name of the Company) have submitted our bid for participating in Company's RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_ .
2. We also confirm having read and understood the terms of the RFP as well as the business rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business Rules, we nominate Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction.
4. We accordingly authorize Company and/ or the Auction Company to issue user ID and password to the above names official of the company.
5. Both Company and the auction company shall contact the above names official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which we will forfeit the EMD submitted by Bidders during RFP. We agree and understand that the Company may debar us from participating in future tenders for any such failure on our part.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

## 9.2.14 Annexure 14: Integrity Pact

(On Rs.100 Non-Judicial stamp paper)

### PRE-CONTRACT INTEGRITY PACT

#### General

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

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

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

Now, THEREFORE,

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

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

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

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

#### 1. Commitments of the BUYER

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

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

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3. Commitment of BIDDERS**

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

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

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

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

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

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

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

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

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information contained in any electronic data

carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

#### **4. Previous Transgression**

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

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

#### **5. Earnest money (security deposit)**

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

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

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

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

#### **6. Sanctions for violations**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

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

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

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

#### **7. Fall Clause**

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

#### **8. Facilitation of Investigation**

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

#### **9. Law and place of jurisdiction**

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

#### **10. Other Legal Actions**

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

**11. Validity**

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

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

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

### 9.2.15 Annexure 15: Format for Earnest Money Deposit (EMD) Bank Guarantee

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

#### WHEREAS:

1. The Company has issued a Request for Proposal ("**RFP**") for provision as set out in the RFP reference no. **PSBA/RFP/EAUC/2022-23/009 Dated 31/03/2023**.
2. As per the terms of said RFP the Bidder needs to furnish a Bank Guarantee for a sum of Rs. [•]/- (Rupees [•] Only) as Earnest Money Deposit.
3. The Bidder, who are our constituents intends to submit their Bid for the said work hereby furnish guarantee in respect of the said sum of Rs. [•]/- (Rupees [•] only).

#### NOW THIS GUARANTEE WITNESSETH THAT:

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

d) This guarantee shall remain in force up to 180 days from the date of reverse auction, provided that, if so desired by the Company, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Company alone is the conclusive proof, whichever date is later.

f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Company against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

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

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

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

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

Yours faithfully,  
For and on behalf of

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