



PSB Alliance Private Limited

Promoted by Banks

REQUEST FOR PROPOSAL (RFP)

FOR

Engagement Of Human Resource (HR) Consultant

RFP REF NO.: PSBA/TENDER/HR Cnslt/2022-23/004

Date: 12th September 2022

**PSB ALLIANCE PVT. LTD., 4TH FLOOR, METRO HOUSE, METRO CINEMA
BUILDING, MAHATMA GANDHI ROAD, DHOBI TALAO, NEAR NEW MARINE
LINES, MUMBAI - 400020**

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1. Brief about PSB Alliance Pvt. Ltd.

Considering the need and the potential of consolidating common IT and business services for all Public Sector Banks (PSB's) it was felt to create a separate entity named "PSB Alliance Pvt. Ltd."

PSB Alliance Private Limited (previously known as CORDEX India Private limited, an IBA initiative for Operational Risk loss Data Exchange which is promoted by Banks and incorporated in 2010, a Company incorporated under the Companies Act, 1956 is a Non-Government Company and registered at Registrar of Companies, Mumbai. (Hereinafter also referred to as "PSB Alliance / the Company")

The Company which has been created by the Public Sector Banks (PSBs), can act as an intermediary for all the PSBs and create a common applications/platform by drawing on the experience and inputs from these Banks and take advantage of the combined Scale of operations. 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.

The company currently has 18 employees (which include permanent staff, on deputation staff and contractual employees) and is rapidly looking to expanding its workforce. Currently the Human Resource (HR) structure, compensation, policies and procedures is aligned to the PSB ways of working. Keeping in mind one of the main objectives of PSB Alliance is to provide IT Platforms and business services to meet common IT and operational needs of Public Sector Banks (PSBs). It is very important for such a critical organization to have the right industry standards in terms of human resource organization structure, compensation, policies and procedures governing its overall human resource management.

Human Resources (HR) is a critical factor for achieving the growth targets, expansion needs and providing a competitive edge to the Company. PSB Alliance has a well-established structure for managing the human resources, continuously reviewing current schemes & polices and devising strategic interventions for improvements. PSB Alliance has been at the forefront of devising new HR policies and processes aimed at all-round development of its Human Resources.

Ever-evolving technological innovations, emerging business opportunities, innovations in the services and delivery channels to reach to the target groups and heightened competition has necessitated change in the approach towards recruiting right talent in PSB Alliance. Quality resources having deep understanding of the respective domains and insight to gauge the emerging challenges and opportunities for growth, are key to remain ahead of the curve. PSB Alliance has well-defined job descriptions for all the positions, which are reviewed and updated suiting to the changed circumstances and also as part of the business strategy to have desired outcomes in terms of performance of role holders. Preparation of job specifications conducive for attracting the quality applicants having desired length and degree of expertise in the domain area is vital for recruiting the right candidates. In order to achieve the objective of recruiting right talents in PSB Alliance, the need to engage a set of qualifying firms as support for recruitment of desired talents

Schedule of Events

Tender Number	RFP Ref. No: PSBA/TENDER/HR Cnslt/2022-23/004
Department Name	Operation Team
Scope of Work	Engagement of HR Consultant
Tender Details	Request for Proposal (RFP) for Engagement of HR Consultant

Bid Document Availability including changes/ amendments, if any to be issued	RFP may be downloaded from https://www.psballiance.com/tenders-and-notices.html
Date and Time for Eligibility/ Technical Bid Opening	7 th October 2022- at 03.30 PM
Date and Time for Commercial Bid Opening	To be notified separately
Last Date for Pre-Bid Queries Submission	September 20, 2022 by 5:00PM
Date of Pre-bid Meeting	September 21, 2022 at 3:00PM
Last date and time for Bid Submission	7 th October 2022- Up to 03.00 PM
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Satyaswaroop Gyaneswar Officer Operations Contact no- 022-22030444 (extn-119) E-mail- dsb.ops3@psballiance.com ; dsb.ops4@psballiance.com ;
Tender Fee (Non- Refundable) in the form of a Demand Draft (DD) to be submitted before or on date of bid submission.	Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of a Demand Draft (DD) favoring PSB Alliance Pvt. Ltd. Payable at Mumbai.
Earnest Money Deposit (EMD) (Refundable)	Rs. 2,00,000/- (Rupees Two Lakhs Only) to be submitted in the form of Bank Guarantee
Eligibility & Technical Criteria	As per Tender Document
Corrigendum	All the Corrigendum will be uploaded on website of PSB alliance Pvt Ltd- https://www.psballiance.com/tenders-and-notices.html

2. Scope of Work

2.1 Purpose of this Project

The Company envisages itself to function like a top IT / ITES firm with the best of the talent coming in from top private, public, consulting and MNC organizations. To ensure that HR policies are aligned with industry and aspiration of the company to hire and retain the best talent and be one of the best employers of choice.

The Company, therefore, wishes to engage the services of a reputed HR consulting organization to review its overall organization structure, policies and procedures including compensation and come up with recommendations / new policies aligned to Industry best practices and the Company's overall aspirations. The entire scope covers on-roll employees as well as contractual staff hired by the Company.

2.2 Detailed Scope of Work

PSB Alliance anticipates a project scope that includes activities outlined herein below; however, bidders should develop a plan of work they believe will most effectively meet PSB Alliance's objectives.

Section 1: Building a zero-based organizational structure

Key activities:

- Understand the AS-IS organizational setup, grades, bands, levels etc. of the existing entity.
- Identify and understand prevailing operating models for large scale technology shared service operations for banks.
- Review and present relevant benchmarks of domestic/ global technology support teams of banks and large-scale IT organizations.
- Define / recommend the new overall organization structure, bands, levels, reporting lines, roles, responsibilities in line with the industry and Company's aspirations.
- Assist the Company in finalizing the new recommended organization structure, reporting lines, roles, responsibilities.
- Ideate and formulate a high-level organization structure basis strategy, operating model and benchmarks.
- Design end state and transition organization structures to ensure smooth transition.
- Expand high level organization structure to functional structures and functional statements.
- Finalize the unique roles and draft success profiles for each role.
- Determine right band grade structure for the organization basis the compensation philosophy and employee value proposition.
- Develop a roll-out plan and communication strategy of the new organization structure, band-grade structure.

Key Milestones:

- Presentation of high-level organization structure
- Presentation of band-grade structure, roles and responsibilities and roll-out plan of the organization structure

Section 2: Recommend compensation range across all levels / roles / bands

Key activities:

- Based on the unique roles identified, the HR Consultant to conduct a compensation benchmarking considering leading IT organizations and tech teams of large IT companies / global banks as benchmark
- Share compensation benchmarks covering insights on base compensation, performance pay / bonuses, benefits and perquisites, retirals etc.
- Recommend ideal compensation for agreed levels in line with industry data
- Suggest way forward covering but not limited to pay ranges, increment methodology, salary corrections etc.
- Assisting PSB Alliance, as per requirement in designing rewards/ recognition scheme, PLI, performance evaluation process etc.

Key Milestones:

- Presentation of compensation benchmarking industry report
- Presentation of recommendation on pay ranges, increments, salary corrections, promotional increases etc.

Section 3: Draft a policy and procedure document for the organization

Key activities:

- Review existing policies and procedures in the organization.
- Agree on list of policies to be available and documented including but not limited to the following:
 - Employment contract
 - Compensation policies including level / band-wise salary structures, perquisites, bonus, Provident Fund and other tax related matters
 - Performance Management & Promotions
 - Code of Conduct including Policy for Prevention of sexual harassment, whistleblowing etc.
 - Leave policy (covering flexible working)
 - Exit policy
 - Working Hours
 - Gratuity policy
 - Paternity and Maternity leave policies
 - Adaptive work culture policy (Work from home etc.)
 - Employee termination policy
 - Insurance
 - Retirals
 - Travel and out of pocket expense policy
 - IT & Mobile Expenses
 - Health & Wellness
- Benchmark the leading HR practices across large technology firms and IT departments of banks.
- Identify HR policies and procedures that the Company should ideally have but do not exist
- Draft new policies in line with organizational context and leading practices
- Document procedures for implementation and execution of policies

Key Milestones:

- Agree on list of policies that should be covered
- Identify gaps in terms of coverage of existing policies
- Share procedure document, wherever applicable
- Provide recommendations, new policies and procedures in line with industry standards supported by facts and data

Section 4: Determine an HR Technology roadmap for the organization

Key activities:

- Review all existing HR processes
- Identify bottlenecks, areas for improvements, scope for reduction of TATs and improvement in user experience in all existing processes.
- Suggest any new process for incorporation if required
- Create process maps for all existing and identified new processes (if any)
- Evaluate different tech platforms to host different processes and provide recommendations basis thorough analysis of capabilities, reviews, costs, timelines, user-friendliness etc.
- Evaluate different technology vendors or internal partners to execute the process infrastructure in the recommended system and provide recommendations on the same

Key Milestones:

- Identify technology interventions and provide a roadmap along with an overall budget estimation for implementing / improving the HR IT landscape
- Share a robust HR IT roadmap covering but not limited to tech integration platform recommendations, vendor suggestions etc., clearly highlighting cost implications of every recommended solution

Note:

1. The HR Consultant is expected to provide peer benchmarks (at least 5 organizations) and data for similar organization with respect to organization structures, compensation, perquisites, bonus, salary structures, and other policies and procedures
2. The HR consultant will need to maintain a log of the internal review of all the deliverables submitted.
3. The HR Consultant shall make presentations to the internal management, committees and board on the findings, recommendations and peer benchmarks including salary and compensation.
4. Incorporate all approved recommendations and finalize the new structure, compensation, policies and procedures
5. All deliverables will be finalized post review as per pre-decided project governance structure and approval matrix.

Project Team

Consultant will work with the project team for execution of this assignment and will ensure knowledge sharing and transfer all through the assignment. The team of consultants shall work under the overall guidance and supervision of the Top Executives. As and when need arises, subject matter experts needed to support various aspects of the assignment and should be available to supplement the efforts of the on-site Team.

The organization expects prospective partner to deploy adequate on-site team of at least 5 members to support the stage wise implementation activities. The team will be responsible for delivering on the above scope. The construct of team can be as below: -

- Project Manager
- Organization design lead
- HR Policy and process Lead
- Talent Management Lead
- Team Members

3. Project Timeline

The Company envisages the overall engagement of the consultant to be completed within a period of 10 weeks from the date of commencement of the engagement. The consultant is expected to provide the company the following deliverables as per the timelines defined below:

#	Deliverables	Activity Completion Timelines
1.	Current state assessment	T+ 2 weeks

#	Deliverables	Activity Completion Timelines
2.	Gaps in the HR policies and procedures - HR policies and procedures that the Company should ideally have but do not exist	T + 2 weeks
3.	Recommendations on the new organization structure along with bands, levels, roles and responsibilities along with peer benchmarks	T+3 weeks
4.	Discussions, presentation and finalization of the recommended organization structure along with bands, levels, roles and responsibilities	T+ 4 weeks
5.	Recommend level-wise compensation, perquisites, bonus structure in line with Industry along with benchmark / peer data	T+ 5 weeks
6.	Gaps along with suitable and substantiated recommendations on the reviewed policies and procedures	T + 6 weeks
7.	New policies and procedures as per the gaps observed in Section No. 2	T + 7 weeks
8.	Technology interventions and roadmap including an overall budget estimate for implementing / improving the HR IT landscape	T + 7 weeks
9.	Presentations to the internal management, committees and board.	On-going basis
10.	Incorporate all approved recommendations and finalize the new structure, compensation, policies and procedures	T + 8 weeks
11.	Project closure and knowledge transfer	T + 10 weeks

T – Denotes the date of commencement of the engagement

4. Eligibility Criteria

#	Eligibility Criteria	Supporting Documents
1	The Bidder should be a company registered under Companies Act, 1956 or 2013 or registered under LLP Act, 2008 / partnership Professional Consulting Firm. The Bidder should be registered for GST. It should not be an individual/ proprietorship firm/ HUF etc.	A write up about the company / firm, its standing and past work done. (Not exceeding 2 pages). A copy of the certificate of Incorporation / Registration Certificate or any other valid certificates issued by Registrar of Companies / firms and full address of the registered office.
2	Bidder should have successfully completed at least one Human Resource Transformation engagement including organizational restructuring of the IT	A copy of work order/ contract copy/ credential letter from the client clearly specifying the scope of the engagement along with a self- declaration on the Company's

#	Eligibility Criteria	Supporting Documents
	<p>department for any scheduled commercial bank in India with at least 1000 branches in last 7 years.</p> <p style="text-align: center;">Or</p> <p>Bidder should have successfully completed at least one Human Resource Transformation engagement including organizational restructuring with an IT / GCC (global capability / captive centers) organization having a minimum of 500 employees in last 7 years.</p> <p>On-going engagements will not be considered.</p>	<p>letter head signed by the authorized signatory stating the completion of the said project to be furnished by the bidder.</p>
3	<p>Bidder (and its associated entries) in India should have an on-roll team of more than 100 human resource and change management consultants</p>	<p>A Self-Declaration to be furnished by the Bidder on the Company's letter head signed by the authorized signatory for the same.</p>
4	<p>The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2019-20, 2020-21,2021-22).</p>	<p>Audited financial statements for the stated period (2019-20, 2020-21,2021-22).</p>
5	<p>The Bidder should have an average annual turnover of at least INR 100 Crores for last three financial years (2019-20, 2020-21,2021-22).</p>	<p>Audited financial statements for the stated period (2019-20, 2020-21,2021-22).</p>
6	<p>The Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. Bidder should also not have been disqualified/ debarred/ terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments, at any time, during the last 3 years.</p>	<p>A Self-Declaration to be furnished by the Bidder on the Company's letter head signed by the authorized signatory for the same.</p>
7	<p>The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach.</p>	<p>A Self-Declaration to be furnished by the Bidder on the Company's letter head signed by the authorized signatory for the same.</p>

Note:

- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- 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.
- Bidders need to ensure compliance to all the eligibility criteria points.
- The bidder is also expected to provide brief details of litigations, disputes related to services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.

5. Technical Evaluation Criteria

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Particulars	Maximum Marks
<p>Experience with Large Indian Banks Experience in designing organizational structure or KRA KPIs or HR Process design during last 7 years with scheduled commercial having at least at least 1000 branches and a minimum employee base of 10,000 people</p> <p>5 Marks for each relevant credential</p> <p>Both on-going / completed engagements will be considered. At least 1 project should have been completed by the Bidder as on the date of floating of the RFP.</p> <p>A copy of work order/ contract copy/ credential letter from the client clearly specifying the scope of the engagement along with a self- declaration on the Company's letter head signed by the authorized signatory stating the status (completed / on-going) of the said project to be furnished by the bidder.</p>	15
<p>Experience with IT / GCC (global capability / captive centers) organizations Experience in designing organizational structure or KRA KPIs or HR Process design/ during last 7 years with IT /GCC's organizations based in India with a minimum employee base of 500 people.</p> <p>5 Marks for each relevant credential</p> <p>Both on-going / completed engagements will be considered. At least 1 project should have been completed by the Bidder as on the date of floating of the RFP.</p>	10

Particulars	Maximum Marks
<p>A copy of work order/ contract copy/ credential letter from the client clearly specifying the scope of the engagement along with a self- declaration on the Company's letter head signed by the authorized signatory stating the status (completed / on-going) of the said project to be furnished by the bidder.</p>	
<p>Experience of working in compensation benchmarking with Financial services / IT / GCC (global capability / captive centers) organizations</p> <p>Experience of working in compensation benchmarking assignments in financial services or IT / GCC's with organizations having a minimum employee base of 500 people.</p> <p>5 Marks for each relevant credential</p> <p>Both on-going / completed engagements will be considered. At least 1 project should have been completed by the Bidder as on the date of floating of the RFP.</p> <p>A copy of work order/ contract copy/ credential letter from the client clearly specifying the scope of the engagement along with a self- declaration on the Company's letter head signed by the authorized signatory stating the status (completed / on-going) of the said project to be furnished by the bidder.</p>	10
<p>Technical Presentation indicative coverage:</p> <ul style="list-style-type: none"> • Tools and techniques, standard operating procedures, and best practices to be adopted • Understanding of the scope of the assignment demonstrated in the response to the RFP • Proposed approach and methodology for the entire scope of work • Change Management and training approach • Adoption approach • Practicality of solutions • Timelines and project plan <p>The detailed agenda / coverage for the technical presentation will be informed to the short-listed bidders prior to the date of the technical presentation.</p>	30
<p>Proposed Team Profile and deployment</p> <ul style="list-style-type: none"> • 3 Project leader should have a minimum experience of 20+ years in HR consulting in Indian BFSI / IT / GCC domain – 10 marks • Project Manager to have a minimum experience of 10+ years in HR Consulting in Indian BFSI / IT / GCC domain – 10 marks • At least 2 project team members to have a minimum experience of 3+ years in HR consulting in the BFSI / IT / GCC's – 10 marks <p>Detailed resumes of the proposed team along with the qualifications to be furnished by the Bidder on the Company's letter head signed by the authorized signatory for the same.</p>	30
<p>Client Reference Check</p> <ul style="list-style-type: none"> • The bidder will be expected to provide client reference details such as scope of work, client contact information, mail id's etc. for any 2 reference client checks by the 	5

Particulars	Maximum Marks
Company. The 2 client references will have to be mutually agreed between the Company and the bidders based on the most relevant work done. The references provided will have to be out of the same set of clients which were either provided by the bidder as part of eligibility or technical evaluation.	
Total	100

Bidder with minimum score of 70% will be selected for next stage of evaluation.

- a) In case there is only one Bidder having technical score of 70 or more, the Company may, at its sole discretion, either choose to go with the only bidder or also consider the next highest technical score and qualify such a Bidder.
- b) In case, none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of 70, then the organization, at its sole discretion, may qualify two Bidders based on the top 2 scores.

However, the organization at its discretion may reject the proposal of the Bidder or will not consider Bidder below cut-off marks by relaxing as mentioned above, if in the Organization’s opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts/site visited are negative or the proposed solution does not meet the Organization’s functional and technical requirement

Documentary Evidence to be submitted:

Work / Purchase Order/ Contract/Credential letter from the Client

Resource CV or Self-declaration signed by Authorized Signatory confirming each of the criteria mentioned

6. Terms of RFP

6.1 General Terms and Conditions

The following are the general terms and conditions proposed to be included in the Contract.

1. The bidder, selected for the project, will have to enter into a contract agreement directly with PSB Alliance.
2. The contract agreement will contain various terms and conditions relating to payment, scope of work, project timelines, etc.
3. The Successful Bidder must initiate work on the project within 2 weeks after issuance of the purchase order. The bidder at his own expense will register the contract agreement by paying the appropriate stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value.
4. The original bill/invoice for the services rendered must be furnished along with the prices thereof, per the terms and conditions contained in this document.
5. During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of PSB Alliance. During the contract period, PSB Alliance will also not hire or retain, either as an employee or consultant, any employee of the bidder. However, this shall not be the applicable in respect of any regular recruitment process of the PSB Alliance as per its recruitment policy.
6. All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

7. Consultant should carry out any change necessitated by PSB Alliance to the Scope of Work and Deliverables.
8. Consultant has to take an undertaking from Consultant's employees connected with the contract/RFP/solution to maintain the confidentiality of the PSB Alliance's information/documents etc. PSB Alliance may seek details / confirmation on background verification of Consultant's employees worked/working on PSB Alliance's project as may have been undertaken / executed by the Consultant. Consultant should be agreeable for any such undertaking/verification.

The various activities as per the RFP shall be carried out on the respective dates indicated in the 'Bid Details'. However, PSB Alliance reserves the sole right to modify / amend / change any such dates and the same will be suitably communicated to the consultants who have been issued this RFP.

Consultant shall not use any information or material received from PSB Alliance or designed as part of the deliverables for the benefit of consultant or any third party(ies).

6.2 Complete Application

The conditions as entailed herein below shall apply while selecting the vendor for Appointment of HR Consultant.

For the purpose of the Purchase Agreement as well as for the purpose of the RFP, the purchaser is:
PSB Alliance Pvt. Ltd.

Any Bid not containing sufficient information, in the opinion of PSB Alliance may be rejected. PSB Alliance shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

PSB Alliance is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

PSB Alliance also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same to the Bidders before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

Bids not conforming to the requirements of the RFP may not be considered by PSB Alliance. However, PSB Alliance reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of PSB Alliance, the best interest of PSB Alliance be served by such waiver.

Bidders who do not meet the eligibility and technical criteria stipulated by PSB Alliance will not be considered for further evaluation.

PSB Alliance shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the Bidder(s)/selected bidder. Reasons for cancellation, as determined by PSB Alliance in its sole discretion include but are not limited to, the following:

- i. Services Contemplated are no longer required.
- ii. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
- iii. Proposed prices are unacceptable to the Work.
- iv. The Project is not in the best interest of PSB Alliance.
- v. Any other reason, which is the sole opinion of PSB Alliance, a ground for cancellation of the RFP.

For the purpose of the Purchase Agreement as well as for the purpose of the RFP, the purchaser shall be PSB Alliance Pvt. Ltd., Department of Human Resources.

6.3 Standards

The services and other materials including all deliverables and reports under the contract shall confirm to the standards mentioned in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between PSB Alliance and the Consultant, and when no applicable standard is mentioned, the services / products / deliverables shall be supplied under the authoritative and appropriate international standards of such services / products / deliverables and such standards shall be the latest issued by the concerned institution/s.

6.4 Governing Language

The Contract and all correspondences and other documents pertaining to the contract shall be written in English.

6.5 Applicable Law

This RFP and the ensuing Contract shall be interpreted in accordance with laws enforced in India.

6.6 Notice

Any notice given by one party to the other pursuant to the contract shall be sent to the other party (per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgment thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.

A notice shall be effective when delivered or on the notice's effective date, whichever is later. For the purpose of all notices, the following shall be the current address:

PSB Alliance Pvt. Ltd.
4th Floor, Metro house
Mahatma Gandhi Road
Dhobi Talao, New Marine Lines Junction
Mumbai-400020

6.7 Right to Alter Quantities

PSB Alliance reserves the right to alter the requirements specified in the RFP. PSB Alliance also reserves the right to delete one or more items from the list of items specified in the RFP. PSB Alliance will inform all bidders about changes, if any. Such changes will only be incorporated by PSB Alliance before the submission of the bids.

The bidder agrees that PSB Alliance has no limit on the additions or deletions on the items for the period of the contract. Further the bidder agrees that the prices quoted by the bidder would be proportionately adjusted with such additions or deletions in quantities.

6.8 Contract Agreements

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about

the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

6.9 Use of Contract Documents and Execution

The bidder shall not, without PSB Alliance's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of PSB Alliance in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document, other than the Contract itself, shall remain the property of PSB Alliance and all copies thereof shall be returned to PSB Alliance on termination of the Contract.

The bidder shall not, without PSB Alliance's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

Upon full payment of fees/expenses, PSB Alliance will own the final deliverables submitted to them. However, Consultant will continue to retain rights in the materials brought in under this engagement.

6.10 Contract Period

The contract period for Appointment of HR Consultant from the date of signing of the contract and will be valid for 6 months.

The Successful Bidder needs to execute a comprehensive, definitive Service Level Agreement (SLA) with PSB Alliance covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. PSB Alliance reserves the right to terminate the contract due to a material breach of Contract by first providing a 30 days cure period and thereafter giving 60 days' notice.

Any offer falling short of the contract validity period is liable for rejection.

PSB Alliance will enter into an agreement with the Consultant for the duration of the project. PSB Alliance reserves the right to terminate the contract, if the assignment is not proceeding in accordance with the terms of contract by first providing a 30-day cure period and thereafter issuing a notice of 60 days. However, PSB Alliance will have the absolute right to charge penalty and/or liquidated damages as per the RFP, without giving any cure period, at its sole discretion.

1. Contract Continuity- The contract shall terminate only on explicit correspondence to that effect. Until that time, Successful Bidder shall continue to provide the service at the contracted price per the agreement. As and when the PSB Alliance decides to transition out of the successful bidder's contract to other vendor or change the current business model / service provider / vendor, Successful Bidder has to coordinate for transition to PSB Alliance's new model without causing disruption of the current services at no extra cost to PSB Alliance. The successful bidder will be paid as per the support charges agreed in this contract, during the transition period till the completion of reverse transition. The transition out phase and the support required from Successful Bidder shall be communicated to Successful Bidder six months before the transition starts. PSB Alliance shall reserve right to revise the transition period. During transition period Successful Bidder shall at least, but not limited to, provide support in terms of transition of assets and data, training and knowledge transfer and any other type of support during the defined transition period.
2. In event of bidder insolvency, contract termination, and any other Force Majeure conditions, Successful Bidder shall continue to provide the service without causing disruption of the services to customers of PSB Alliance at no extra cost to the PSB Alliance.

3. At all times during transition / implementation / migration / maintenance / business-as-usual running, selected bidder needs to adhere to PSB Alliances' required compliances vis-à-vis security, confidentiality, integrity and availability and also any RBI guidelines on the same in public domain or as informed by RBI/PSB Alliance.
4. Vendor shall at least, but not be limited to, provide support in terms of transition / migration of assets and data, training and knowledge transfer and any other support during the defined transition period. Transition period will be for 3 months from date of start indicated by PSB Alliance. There shall be no escalation of cost during the transition period.

6.11 Earnest Money Deposit

Prospective bidders are required to submit Bank Guarantee drawn in favor of "PSB Alliance Pvt Ltd", towards earnest money deposit (EMD) of ₹ 2,00,000 (Rupees two lakhs only), Exempt for MSE vendors, upon submission of MSE certificate copy). The PSB Alliance may accept Bank guarantee in lieu of EMD for an equivalent amount valid for 180 days from the last date of bid submission and issued by any scheduled commercial PSB Alliance acceptable to the PSB Alliance. The PSB Alliance will not pay any interest on the EMD.

Any Bid without EMD, as above, will be rejected by PSB Alliance, as non-responsive

The format of Bank Guarantee is enclosed in Annexure 1 – Format for Bank Guarantee for Earnest Money Deposit.

The EMD made by the bidder will be forfeited if or Bank Guarantee furnished by the bidder for EMD shall be invoked if:

1. The bidder withdraws his tender before processing of the same.
2. The bidder withdraws his tender after processing but before acceptance of the PO issued by PSB Alliance.
3. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
4. The bidder violates any of the provisions of the terms and conditions of this tender specification.
5. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
6. In the case of successful Bidder/ Bidder fails to sign the Contract within the time specified by PSB Alliance; or to furnish Performance Bank Guarantee within the time specified in this RFP.

The EMD will be refunded to:

1. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) of 3% of the total value of the contract for 6 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO issued from the PSB Alliance.
2. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.
3. As per recommendations of GOI, PSB Alliance 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 PSB Alliance, they will be suspended for a period of three (03) years from being eligible to submit bids for contracts with PSB Alliance.

6.12 Performance Bank Guarantee

1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) which shall be 3% of the total contract value for 6 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the issuance of PO from the PSB Alliance.
2. The PBG is required to protect the interest of PSB Alliance against the risk of non-performance of the consultant in respect of successful completion of the contract which may warrant the invoking of PBG, also if any act of the Consultant results in imposition of Liquidated Damages, then PSB Alliance reserves the right to invoke the submitted PBG.
3. 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.
4. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing Bank on the printed letterhead of the issuing Bank. 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 Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
5. Each page of the Performance Bank Guarantee (PBG) must bear the signature and seal of the BG issuing Bank and PBG number.
6. In the event of the Successful Bidder being unable to service the contract for whatever reason, PSB Alliance may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
7. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, PSB Alliance may provide a cure period of 30 days and thereafter invoke the PBG, if required.
8. Notwithstanding and without prejudice to any rights whatsoever of the PSB Alliance under the contract in the matter, the proceeds of the PBG shall be payable to PSB Alliance as compensation by the Successful Bidder for its failure to complete its obligations under the contract. PSB Alliance 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.
9. PSB Alliance shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the PSB Alliance due to inadvertence, error, collusion, misconstruction or misstatement.
10. The PBG may be discharged / returned by PSB Alliance upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.
11. PSB Alliance before the release of the Bank Guarantee Bond in original by the purchaser and before the expiry of this guarantee, shall renew this guarantee for the same period as was initially requested

upon for this guarantee or for any shorter period, at the option of the purchaser, under intimation to the vendor.

6.13 Instruction to Bidders

6.13.1 Bidding Process

1. The bids in response to this RFP must be submitted in three parts:
 - a Confirmation of Eligibility Criteria
 - b Technical Bid' (TB)
 - c Commercial Bid' (CB)
2. One copy each of the Technical Bid including Confirmation of Eligibility Criteria (with the EMD and Tender fee if applicable) must be submitted at the same time, giving full particulars in separate sealed envelopes at PSB Alliance's address mentioned in the RFP, on or before the schedule given above. All envelopes should be securely sealed and stamped. The bidders are also expected to submit a soft copy only of the Technical Bid including Confirmation of Eligibility Criteria in a pen drive along with the hard copy submission. The hard copy of the bid document shall be treated as final in case of any discrepancy with the soft copy.
3. In the first stage, only the envelope containing "Technical Bid - Eligibility Details" will be opened and evaluated. Technical Bid-Detailed Bid of only those bidders satisfying eligibility criteria as evaluated above will then be opened for evaluation. Those satisfying all criteria as per the eligibility, technical requirements and those who agree to comply with all terms and conditions specified in this document may be invited for further commercial bid opening process.
4. In the event the bidder by mistake submits the prices in the commercial bid as part of the technical bid either in soft copy or in hard copy then the Company may take a decision to reject such a bidder.
5. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
6. Receipt of the bids shall be closed as mentioned in the bid schedule. Bids received after the scheduled closing time will not be accepted by PSB Alliance.
7. Earnest Money Deposit must accompany all tender offers as specified in this RFP. EMD amount / Bank Guarantee in lieu of the same should accompany the Technical Bid.
8. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
9. The bidder is expected to examine all instructions, annexures, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.

10. No rows or columns of the RFP should be left blank. Offers with insufficient information are liable to rejection.
11. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
12. If deemed necessary, PSB Alliance may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
13. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
14. The Bidder must provide specific and factual replies to the points raised in the RFP.
15. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
16. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder.
17. All the envelopes shall be addressed to PSB Alliance and deliver at the address given in this RFP and should have name and address of the Bidder on the cover.
18. If the envelope is not sealed and marked, PSB Alliance will assume no responsibility for the Bid's misplacement or its premature opening.
19. PSB Alliance's decision on opening and further processing of bids irrespective of minimum number of bids received in the bids, will be final and binding.
20. PSB Alliance reserves the right to reject Bids not conforming the above.

6.13.2 Technical Bid

The Technical bid should be complete in all respects and contain all information asked for, except prices. The technical bid should include all required details and other formats present in the annexures to this RFP. The Technical Bid should be complete to indicate that all products and services asked for are quoted and should give all required information.

A masked copy of the original commercial offer should also be submitted with the technical bid, failing which the bid will be rejected. However, it should not contain price related information, failing which the bid will be rejected.

The bidder should provide a compliance statement for all the specifications of technical requirements against each item. In case any technical variance / remarks / observations are offered, the same must be highlighted along with the pros and cons stated in separate columns. PSB Alliance at its sole discretion may reject the bid with technical deviations/ variance. All relevant product information such as user manuals, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the bid.

PSB Alliance, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details.

It is mandatory to provide the technical details in the exact format as explained above. The offer may not be evaluated by the PSB Alliance in case of non-adherence to the format or non-submission/ partial

submission of technical details per the format given in the RFP. PSB Alliance will not permit changes in the technical specifications once submitted. The relevant information, printed brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification.

All the submissions under this should be supported by necessary documentary evidence, as may be applicable:

A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

6.13.3 Commercial Bid

The commercial bid should be submitted in physical only per Annexure 4: Commercial Bid Format (Bill of Material) and should be without any conditions. PSB Alliance reserves the right to accept or reject the alternate commercial bid format proposed by the bidder. The commercial bid along with the prices should be sealed and submitted in a separate cover labeled "Commercial Bid".

6.13.4 Submission of Bids

PSB Alliance expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of the RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.

6.13.5 Sealing and Marking of Bid

1. Sealed Envelope A (EMD)
 - Non-refundable tender Fee.
 - Sealed envelope containing EMD / Bank Guarantee thereof and labelled accordingly
2. Sealed Envelope B (Confirmation of Eligibility Criteria) should contain:
 - Annexure 7: Confirmation to Eligibility Criteria
 - Supporting documents for Annexure 7: Confirmation to Eligibility Criteria
3. Sealed Envelope C (Technical Bid) should contain:
 - Formats and supporting documents for the Technical Bid
 - Detailed approach, methodology and project plan
 - Annexures as specified below:
 - a) Annexure 2: Commercial Compliance certificate
 - b) Annexure 3: Compliance to Scope of Work
 - c) Annexure 4: Commercial Bid Format (Masked Bill of Material) **[Without Pricing]**
 - d) Annexure 6: Non-Disclosure Agreement
 - Any other documents deemed relevant by the bidder

In case the PSB Alliance has released corrigendum for annexures, then the bidder should consider and submit the annexures published in the latest corrigendum

4. Sealed Envelope B and C should be placed inside a master Sealed Envelope D and should be marked as Technical Bid
5. Sealed Envelope E (Commercial Bid) should contain
 - Annexure 2: Commercial Compliance Certificate
 - Annexure 4: Commercial Bid Format (Bill of Material)
6. Envelopes A, B, C, D and E should have the following inscriptions
 - Top Left corner: Contents
 - Top right corner: Bid Reference Number and Due Date
 - Centre: Address of PSB Alliance as stated below
 - Bottom left corner: Name, address, contact number and e-mail ID of bidder

Bids duly sealed should be submitted at the below address on or before the last Date and Time for bid submission.

Satyaswaroop Gyaneswar
Officer Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro house
Mahatma Gandhi Road
Dhobi Talao, New Marine Lines Junction
Mumbai-400020

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

6.13.6 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP may be rejected and returned unopened to the bidder at the bidder's risk and responsibility.

6.13.7 Opening of Bids

Bids received within the prescribed closing date and time will be opened in presence of bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for PSB Alliance to verify.

The bids shall be opened in 2 phases:

In Phase 1, Eligibility & Technical bid including the Confirmation of Eligibility Criteria shall be opened per the schedule given in the RFP in presence of the bidder(s) who choose to attend the meeting at a pre-specified date and time, and sign a register evidencing their attendance. However, the Technical Bid will be evaluated only for the bidders who satisfy all the eligibility criteria.

In Phase 2, commercial Bids of only bidders who meet the Technical Evaluation cut-off shall be opened in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them the bidders' representatives who are present shall sign a register evidencing their attendance. PSB Alliance would notify the technically qualified bidders about the date and time of opening the commercial bids.

The bidders' names, bid prices, discounts, etc. and such other details that PSB Alliance, at its discretion, may consider appropriate, will be announced at commercial bid opening.

PSB Alliance reserves the right to take the services of any one or more external agencies for total evaluation of the proposal submitted by the bidder. However, the final decisive parameters would be at the sole discretion of PSB Alliance and PSB Alliance is not liable to disclose either the criteria or the evaluation report/reasoning to the bidder(s).

6.13.8 Proposal Modification

No additions or changes to any bidder's proposal will be allowed after the deadline for bidders to submit their proposals, unless such modification is specifically requested by PSB Alliance.

6.13.9 Clarification of Bids

During the bid evaluation, the PSB Alliance may, at its discretion, ask the bidders for clarifications with respect to their bids. 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. PSB Alliance has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

6.13.10 Result Notification

All bidders will be communicated of any decision made with respect to their RFP response as soon as practical. PSB Alliance will not be obliged to provide reasons for acceptance/ rejection of any response.

6.13.11 Cost of Responses

PSB Alliance will not be liable for any costs or expenses incurred by the bidders arising in any way from the preparation and submission of the RFP response and any matter concerning the RFP is to be at the bidder's sole risk, cost and expense.

6.13.12 Precedence of Documents

If there is any discrepancy the hard copy of the bid document shall be treated as final in case of any discrepancy with the online submission.

6.13.13 Address for Communication

Point of Contact	Designation
Address and Phone number:	Satyaswaroop Gyaneswar Officer Operations PSB Alliance Pvt. Ltd. 4th Floor, Metro house Mahatma Gandhi Road Dhobi Talao, New Marine Lines Junction Mumbai-400020 Contact no- 022-22030444(extn-119)
Email Id:	dsb.ops3@psballiance.com dsb.ops4@psballiance.com

6.13.14 Content of Bidding Document

(a) The RFP provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, and Terms & Conditions of Contract, Eligibility Criteria and Technical Bid. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

(b) The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. While PSB Alliance has made considerable effort to ensure that accurate information is contained in this RFP, however, the information is supplied solely as guidelines for Bidders. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

6.13.15 Bid Integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of PSB Alliance. The bidders shall be deemed to license, and grant all rights to PSB Alliance to reproduce the whole or any portion of their consultancy services for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

6.14 Submission of Offer- Two Bid System

Both Technical & Commercial bid must be submitted at the same time, giving full particulars.

Offers received after the last date and time specified for such receipt may be rejected.

The Technical offer (T.O) should be complete in all respects and contain all information asked for, except prices. The Technical Offer should not contain any price information. The T.O. should be complete to indicate that all products and services asked for are quoted and all terms adhered to.

EMD (BG) should be kept in as copy in Technical Offer being submitted to PSB Alliance.

The EMD submitted by the unsuccessful vendors will be returned soon after the completion of the process. The EMD of the successful vendor will be returned after placement of Purchase Order and against submission of Performance Bank Guarantee.

The Commercial Offer (C.O) should give all relevant price information and should not contradict the T.O. in any manner.

Technical and Commercial Offers must be submitted separately.

6.14.1 Technical Offer

The Technical Offer should be completed in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price information. PSB Alliance, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of PSB Alliance in this regard shall be final, conclusive and binding upon the Bidder.

6.14.2 Commercial Offer

The commercial Bid should contain all relevant price information and should not contradict the Technical Offer in any manner.

6.15 PSB Alliance's Right to Accept Any Bid and To Reject Any or All Bids/ Cancellation of Tender Process

PSB Alliance 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 PSB Alliance in this regard shall be final, conclusive and binding upon the bidders. The PSB Alliance reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for PSB Alliance's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by PSB Alliance and no further correspondence would be entertained in this regard. PSB Alliance 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. PSB Alliance 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 PSB Alliance 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 PSB Alliance and the bidder.

6.16 Delays in Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable PSB Alliance to provide a cure period of 30 days and thereafter if the issue is not resolved for reasons solely attributable to the bidder, then resort to any or all of the following:

1. Claiming Liquidated Damages or
2. Termination of the purchase agreement fully or partly and claim liquidated damages or
3. Forfeiting of PBG

6.17 Liquidated Damages

PSB Alliance will consider the inability of the bidder to deliver services within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that PSB Alliance may have suffered due to delay in performance of the obligations relating to delivery of services by the bidder.

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

1. Non-delivery of any deliverable or other services mentioned in the order
2. Non-delivery of supporting documentation, report, deliverables

PSB Alliance may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 0.5 (half) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a 10% of the overall contract value. Once the maximum is reached, the PSB Alliance may consider termination of the contract. Similarly for delay in services, PSB Alliance may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 0.5 (half) percent of the incomplete portion of services for every week of delay or part thereof.

However, the cap for LD is 10% of the overall contract value. Further, PSB Alliance also reserves the right to cancel the order and invoke the Bank Guarantee/Performance Guarantees in case of inordinate delays in the delivery of services. PSB Alliance may provide a cure period of 30 days and thereafter foreclose the Bank guarantee without any notice. In the event of PSB Alliance agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by PSB Alliance before the expiry of the original Bank guarantee. Failure to do so will be treated as breach of contract. In such an event PSB Alliance, however, reserves its right to foreclose the Bank guarantee. For the purpose of this RFP, the total of penalty (mentioned in section 8) and the Liquidated damages will be subject to a maximum of 10% of the overall contract value. PSB Alliance will impose either Penalty or Liquidated damages as the case may be but not both simultaneously.

6.18 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 bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of PSB Alliance

6.19 Delays in Design, Implementation and Performance Guarantee

The bidder must strictly adhere to the project timeline schedule, as specified in the purchase contract executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable PSB Alliance to resort to any or all of the following provided that the bidder is first given a 30 days' written cure period to remedy the breach/delay:

1. Termination of the purchase agreement fully or partly and claim liquidated damages
2. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee However, PSB Alliance will have the absolute right to charge penalty and/or liquidated damages as per RFP/contract without giving any cure period, at its sole discretion

6.20 Sub-Contracting

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 PSB Alliance. All the resources deployed by the bidder should be on the payroll of the bidder.

6.21 Publicity

Any publicity by the bidder in which the name of PSB Alliance is to be used should be done only with the explicit written permission of PSB Alliance.

6.22 Privacy and Security Safeguards

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

disclose in any manner, without PSB Alliance's prior written consent, the details of any security safeguards designed, developed, or implemented by the Successful Bidder under this contract.

6.23 Confidentiality

This document contains information confidential and proprietary to PSB Alliance. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of PSB Alliance, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of PSB Alliance. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

6.24 Adherence to Terms and Conditions

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. In the event of any deviations to the RFP the same to be clearly specified by the vendor as part of the bid response. PSB Alliance will discuss such deviations only with the final selected vendor.

6.25 Execution of Contract and NDA

The bidder and PSB Alliance should execute (a) Contract which would include all the service and terms and conditions of the services to be extended as detailed herein and as may be prescribed by PSB Alliance and (b) Non-disclosure Agreement. The bidder should execute the contract and NDA within 15 days from the date of issuance of the Purchase Order.

The NDA format is enclosed as Annexure 6 - NDA Format

6.26 Successful Bidder's Personnel

The Successful Bidder will agree, acknowledge and covenant that:

1. The personnel to be employed by the successful Bidder for carrying out the Works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
2. The personnel employed shall have the necessary qualifications and skill-sets as agreed to by PSB Alliance;
3. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
4. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to PSB Alliance and a replacement of equivalent qualification should be deployed; and
5. PSB Alliance shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by PSB Alliance

6.27 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the PSB Alliance, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by PSB Alliance Secretary, authorizing an official or officials of the PSB Alliance or a Power of Attorney copy to discuss or sign agreements/ contracts with PSB Alliance. The bidder shall furnish proof of signature identification for above purposes as required by PSB Alliance.

6.28 Other Terms and Conditions

PSB Alliance reserves the right to:

1. Reject any and all responses received in response to the RFP
2. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
3. Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time
4. Extend the time for submission of all proposals
5. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
6. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
7. Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
8. Cancel the RFP at any stage
9. PSB Alliance reserves the right to negotiate further with L1 bidder.
10. PSB Alliance reserves the right to not pursue the RFP, in case the price quoted by the L1 bidder or the price arrived at, after negotiations with the L1 bidder, is above PSB Alliance's budgeted costs for the project.
11. Interview the personnel being deployed on the project
12. Take presentations on proposed solution of the bidders

6.29 Substitute 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 delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of PSB Alliance by providing other staff of the same level of qualifications and expertise.

6.30 Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold the PSB Alliance's interests paramount. It should observe the highest standard of ethics while executing the assignment.

6.31 Adherence to Laws and Standards

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to bidding company and subject matters of the contract.

PSB Alliance reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. PSB Alliance reserves the right to ascertain information from PSB Alliances and other institutions to which the bidders have rendered their services for execution of similar projects.

6.32 Cancellation of Contract and Compensation

PSB Alliance reserves the right to cancel the contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 60 days' notice period) and recover expenditure incurred by the PSB Alliance on the following circumstances:

1. The selected bidder commits a 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. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.

After the award of the contract, if the selected bidder does not perform as per the scope and the terms & conditions of the RFP or delays execution of the contract, PSB Alliance may give a 30 days cure period. Thereafter, if the selected bidder does not perform as per the scope and the terms & conditions of the RFP or delays execution of the contract, PSB Alliance reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which PSB Alliance may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.

6.33 Indemnity

The bidder shall, at its own cost and expenses, defend and indemnify PSB Alliance against all third-party claims arising from the performance of the contract that is directly attributable to the bidder and capped only to the services provided by the bidder.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If PSB Alliance is required to pay compensation to a third party, the Bidder will bear all expenses including legal fees and compensation amount.

PSB Alliance will give notice to the bidder of any such claim and shall provide reasonable assistance to the bidder in disposing of the claim.

The bidder shall also be liable to indemnify PSB Alliance, at its own cost and expenses, against all losses / damages, which PSB Alliance may suffer on account of violation by the bidder of any or all IT services provider laws, norms, standards, procedures etc. This liability shall not ensue if such losses / damages are caused due to gross negligence or willful misconduct by PSB Alliance or its employees.

6.34 Limitation of Liability

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 total payments received by the Vendor in the past 2 months from the date the claim has arisen. The only exception being willful misconduct or gross negligence on the part of the vendor or its employees resulting in damage to property or death or injury or breach of confidentiality and violation of legal, regulatory, statutory obligations shall be unlimited in the event of

direct damages only to the extent such laws, regulatory and statutory obligations are related to the Vendor's services provided to PSB Alliance.

In no event shall either party be liable to the other for any indirect, incidental or consequential damages or liability, loss of profits, revenue, and anticipated savings. Gross Negligence means serious disregard to an obvious risk. Willful Misconduct means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.

6.35 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include Acts of God or of public enemy, acts of Government of India in their sovereign capacity and war.

If a Force Majeure situation arises, the bidder shall promptly notify PSB Alliance in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by PSB Alliance in writing, the bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall immediately notify the PSB Alliance in writing on cessation of Force Majeure.

In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, PSB Alliance and the bidder shall hold discussions in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of PSB Alliance shall be final and binding on the bidder.

6.36 Prices

The prices shall be quoted in Indian Rupees (INR) only up to 2 decimal places and shall not have any effect from variations / fluctuations of any other currency.

The price charged by the bidder for the services performed to fulfill the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.

No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Purchaser to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract

All out of pocket expenses, travelling, boarding and lodging expenses for the entire completion of the project should be a part of the financial bid submitted by the bidder to PSB Alliance. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by PSB Alliance. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on PSB Alliance for the same.

The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity.

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 PSB Alliance or any new tax introduced by the government will also be paid by PSB Alliance. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to PSB Alliance. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. PSB Alliance will not pay any out-of-pocket expense

6.37 Professional Fees/ Charges

If any of the items / activities as mentioned in the Commercial Bid Format – Annexure 4 are not taken up by PSB Alliance during the course of this assignment, PSB Alliance will not pay the professional fees / charges quoted by the bidder in the Commercial Bid Format – Annexure 4 against such activity / item. PSB Alliance shall pay the professional fees, only on actual basis, for which services have been availed in the contract period

6.38 Expenses and Taxes

The cost should include all related expenses. There are no additional expenses reimbursable by PSB Alliance. The bidder is expected to quote unit price in Indian Rupees as part of the commercial bid.

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 PSB Alliance or any new tax introduced by the government will also be paid by PSB Alliance. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to PSB Alliance. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. PSB Alliance will not pay any out-of-pocket expense. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty or excise tax.

6.39 Non-negotiability on RFP

PSB Alliance is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. PSB Alliance at all times will benchmark the performance of the bidder to the contract entered into by PSB Alliance and bidder and the expected service levels as mentioned in these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels as per this tender document will remain unchanged unless explicitly communicated by the PSB Alliance in writing to the bidders. The bidders shall adhere to the terms of this RFP and shall not deviate from the same. In the event of any deviations to the RFP the same to be clearly specified by the vendor as part of the bid response. The PSB Alliance will discuss such deviations only with the final selected vendor.

6.40 Resolution of Disputes

The bids and any contract resulting there from shall be governed by and construed according to Indian laws. All dispute or differences whatsoever arising between the selected bidder and PSB Alliance out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties fail to resolve the dispute, claims or differences within a period of 30 (thirty) days from the dispute being referred to them, such

dispute, claim or differences shall be referred to a court of having competent jurisdiction by either of the party. Any court of competent jurisdiction located in Mumbai shall have exclusive jurisdiction for adjudication of the dispute.

6.41 Applicable laws and jurisdiction

The Contract with the selected bidder shall be governed in accordance with the laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

6.42 Conflict of Interest

The bidder shall disclose to PSB Alliance 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.

PSB Alliance requires that bidder provide professional, objective, and impartial advice and at all times hold PSB Alliance's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from PSB Alliance.

Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

(a) **Conflicting Assignment/ Job:** A bidder (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Consultant / its Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.

Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of PSB Alliance, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if PSB Alliance comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6.43 Evaluation Criteria of Bids

6.43.1 Eligibility Criteria Evaluation

1. Bids of only those Bidders who have been found to be in conformity to the terms and conditions as specified in the Eligibility Criteria section would be taken up by PSB Alliance for further detailed evaluation. The Bidders who do not meet the eligibility criteria during preliminary examination will not be taken up for further evaluation.
2. PSB Alliance may use the services of external consultants/Advisors for technical evaluation.

6.43.2 Technical Criteria Evaluation

1. The technical bids will be evaluated on the basis of the criteria mentioned in Technical Evaluation Criteria. Bidders have to mandatorily score at least 70% marks.
2. The Technical Score will be calculated based on the Technical Evaluation Metric mentioned in Technical Evaluation Criteria. In the event of no bidders qualifying, the PSB Alliance at its discretion

may choose to award the contract to the highest scoring bidder or waive criteria to select more than one bidder complied with most of the eligibility, and technical criteria as prescribed by the PSB Alliance.

6.43.3 Commercial Evaluation

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical proposal and technical evaluation criteria. These technically qualified bidders as per technical evaluation process will be invited for opening of commercial bids. PSB Alliance will notify the date and time for opening of Commercials to the technically qualified bidders.

The envelope containing the 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 Annexure 4. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

PSB Alliance will determine whether the Commercial Bids are complete, unqualified and unconditional. 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.

6.43.4 Final Evaluation: Weighted Techno-Commercial Evaluation

Computation of H-1 using T-1 and L-1 Methodology

This will be Techno-commercial evaluation and accordingly the technical evaluation will have 60% weightage and Commercial Evaluation shall have 40% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm. The evaluation methodologies vis-à-vis the weightages are as under:

Score will be calculated for all technically qualified firms using the following formula:

$$S = (T/T \text{ High} \times 60) + (C \text{ Low}/C \times 40)$$

Where:

S = Score of the Firm

T = Technical score of the Firm

T High = Highest Technical score among the Firms

C = Quote as provided by the Firm

C Low = Lowest Quote of C among the Firms

The Firm securing the highest score becomes the successful Firm

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

$$\text{Marks of B/Marks of highest scorer A} * 100.$$

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:

$$\text{Commercial Score} = \text{Cost of L1 bidder/} \text{Cost quoted by bidder} * 100$$

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 60% for the Technical Proposal and 40% 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 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	$95/95 * 60 = 60.00$	$60/71 * 40 = 33.80$	$60 + 33.80 = 93.80$
2	B	85	65	$85/95 * 60 = 53.68$	$60/65 * 40 = 36.92$	$53.68 + 36.92 = 90.61$
3	C	90	60	$90/95 * 60 = 56.84$	$60/60 * 40 = 40.00$	$56.84 + 40.00 = 96.84$

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.

6.43.5 Key Guidelines

1. The Bidder has to submit the commercial bid. **T1 L1 (Combined Score) will be calculated based on Technical Scores and Commercials submitted by Bidders only.**
2. The highest technical bidder shall not automatically qualify for becoming the selected bidder and for award of contract by the PSB Alliance.
3. In case of a tie of the Combined Score up to 2 decimal points between two or more bidders, the bid with higher technical score would be chosen as the successful bidder.
4. Bidder's proposal should strictly conform to the specifications of this RFP.
5. Proposals not conforming to the specifications will be rejected subject to the PSB Alliance's discretion. Any incomplete or ambiguous terms/ conditions/ quotes may result in disqualification of the offer at PSB Alliance's discretion. The bidder has to offer specific remarks for technical requirements and clearly confirm compliance. Any remarks/observations on technical requirements should be clearly informed in remarks column.
6. For supplementary information a separate sheet should be used.
7. All pages should be numbered (like 1/ xxx, 2/ xxx where xxx is last page number of bid document) and signed by the authorized signatory under the company seal.
8. Technical bid documents are to be properly hard bound.
9. PSB Alliance reserves the right to reject any or all proposals submitted by various bidders as part of response to this RFP. Similarly, it reserves the right not to include any bidder in the final short-list.

6.44 Transfer of Agreements

On request by PSB Alliance or its nominated vendor, the current vendor shall effect such assignments, transfers, innovations, licenses and sub-licenses in favor of PSB Alliance 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.

PSB Alliance and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.

6.45 Exit Management

The bidder shall promptly on the commencement of the exit management period (maximum of 3 Months or any mutually agreed period) supply to the PSB Alliance or its nominated vendors the following:

1. Information relating to the current services rendered
2. Documentation relating to Intellectual Property Rights

The selected bidder shall provide handholding services, on existing terms and without any extra cost for a period of maximum 1 month after the expiry of existing contract, to PSB Alliance or its nominated vendor.

The current vendor shall deliver to the PSB Alliance or its nominated vendor all new or updated 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.

6.46 Other Payment Terms

1. At all times PSB Alliance would be paying only for the services undertaken by them. At no point, PSB Alliance would pay for the services/ modules that is not deployed for PSB Alliance's use
2. The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.
3. Bidders have to provide the prices for the services. Total Cost of Ownership TCO will be calculated as the summation of the grand total of the Commercial Bid Format – Annexure 4 and all the items mentioned as additional items.
4. The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.
5. 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 PSB Alliance or any new tax introduced by the government will also be paid by the PSB Alliance. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to PSB Alliance. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. PSB Alliance will not pay any out-of-pocket expense for work to be done in Mumbai. For any travel outside of PSB Alliance's registered office, PSB Alliance will reimburse the expenses at actuals provided such travel has been discussed and approved by PSB Alliance. PSB Alliance shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.
6. Any objection/ dispute to the amounts invoiced in the bill shall be raised by the PSB Alliance within 30 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), PSB Alliance will make payment within reasonable time (not exceeding 30 days) after the settlement of such disputes. However, any omission/ fact not known at that point of time, PSB Alliance shall have the right to raise the dispute at a later point of time. All out of pocket expenses,

travelling, 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.

7. The base location for the project is PSB Alliance's registered office in Mumbai. PSB Alliance will not pay any out-of-pocket expense for work to be done at registered office. For any travel outside Mumbai, PSB Alliance will reimburse the expenses at actuals provided such travel has been discussed and approved by PSB Alliance.

6.47 Evaluation Criteria

6.47.1 General Evaluation

PSB Alliance will scrutinize the offers to determine whether they are complete, any errors have been made in the offer, required technical documentation has been furnished, documents have been properly signed, items are quoted as per the schedule, eligibility criteria have been met, required EMD has been furnished and the bid(s) is/are generally in order.

Correction of errors shall be done by PSB Alliance as detailed in the clause "Corrections of Errors" of this RFP. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

The PSB Alliance may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

Prior to the detailed evaluation, the PSB Alliance will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Documents without material deviations.

PSB Alliance reserves the right to visit any site and/or take presentations of the bidders, as part of the evaluation in accordance with the responses given for the identified requirements. This entire exercise has to be carried out by the bidders at their own cost.

6.47.1.1 Eligibility Criteria

Only bidders who fulfil the eligibility criteria mentioned in Section 4 ('Eligibility Criteria') of this RFP will be eligible for technical evaluation.

6.47.1.2 Technical Bid Evaluation Criteria

Bidders who meet the eligibility criteria will be evaluated in accordance with the criteria mentioned in Section 5 ('Technical Evaluation Process') of this RFP.

6.47.1.3 Commercial Bid Evaluation Criteria

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical evaluation criteria. These technically qualified bidders as per technical evaluation process will participate in Commercial Bid Opening Process. PSB Alliance will notify the date and time for bid opening to the technically qualified bidders. The H1 bidder will be declared as per the final weighted evaluation criteria.

6.48 No commitment to accept lowest or any bid

The PSB Alliance shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete. PSB Alliance reserves the right to make changes in the terms and conditions of purchase. PSB Alliance will be under no obligation to have discussions with any bidder, and/or entertain any representation.

6.49 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
2. 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 PSB Alliance, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.
3. 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 totaling the line items in the Bill of Materials will prevail.
4. 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.
5. Based on the PSB Alliance's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the PSB Alliance's requirements and quote for the same.

6.50 Non-Transferable Tender

This tender document is not transferable. Only the bidder who has purchased this tender form is entitled to quote.

6.51 Soft Copy of Tender Document

The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

The bidders will have to pay the non-refundable tender participation fee while submitting the bid. The same should not be included in any other envelope and should be submitted in a separate envelope.

6.52 Bid Validity Period

The offer should hold good for a period of 180 days from the last date of bid submission.

6.53 Addenda/ Corrigendum

1. PSB Alliance may issue an Addendum/Corrigendum from time to time and at any time prior to the Closing Date.
2. Any Addendum/Corrigendum that may be issued to clarify the RFP or to effect modifications to the RFP, including the Scope of Work and SLAs shall be published in PSB Alliance's website.

3. To the extent there is any inconsistency between an Addendum/Corrigendum and this RFP, the Addendum/Corrigendum will prevail and if between two or more Addenda/Corrigendum, the last issued Addendum/Corrigendum will prevail

6.54 Pre-Bid Meeting

For clarification of doubts of the bidders on issues related to this RFP, PSB Alliance intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP.

For any clarification with respect to this RFP, the bidder may send an email to dsb.ops3@psballiance.com or dsb.ops4@psballiance.com. The format to be used for seeking clarification is mentioned in Annexure 5 (Pre-bid Query Format). It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated e-mail ID as stated earlier.

Written requests for clarification may be submitted to PSB Alliance as per the schedule mentioned in the RFP prior to pre-bid meeting and clarifications for such queries shall be provided by PSB Alliance or its representative in the meeting. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries via e-mail. Only two authorized representatives of the bidders who have purchased the RFP document will be allowed to attend the meeting. PSB Alliance may or may not respond to all the queries of the bidder.

6.55 Award of Contract

PSB Alliance reserves the sole right to reject or accept any and all quotations, whether solicited or unsolicited, or to negotiate separately with any Bidder in any manner deemed necessary at its sole discretion. This right includes award of a contract for only part of the scope of work. PSB Alliance reserves the right to waive infirmities and minor irregularities in RFP Responses received and to accept any portion of a response or all items bid or to accept modifications to any RFP Response. Following the evaluation, contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to PSB Alliance. PSB Alliance may award the contract to a single vendor or award only a part of the scope to a vendor.

The acceptance of the bid, subject to contract, 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 PSB Alliance at the address given in this RFP.

6.56 Rejection of Bids

PSB Alliance reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. Earnest Money Deposits in such event will be returned by PSB Alliance. However, the participation fee will not be refunded.

6.57 Signing of Contract

The Successful Bidder (s) shall be required to enter into a contract with PSB Alliance, within fifteen (15) days of the award of the work or within such extended period, as may be specified by PSB Alliance. The Contract will be based on this RFP, Purchase Order and the corrigendum. However, if any new Terms & conditions are proposed by PSB Alliance, the same shall be discussed & mutually agreed. However, the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is issued.

6.58 Legal Compliance

The Successful Bidder hereto agrees that it shall comply with all applicable laws as its required for the business bidding company. In the event there are any specific issues the PSB Alliance wants the bidder to comply then such specific issues will be communicated well in advance by the PSB Alliance to the bidder. If at any time during the term of this agreement, the PSB Alliance is informed or information comes to the PSB Alliance's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority) applicable to them, the PSB Alliance shall be entitled to terminate this agreement with immediate effect.

1. The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by law, code, practice or corporate policy applicable to the bidding company from time to time including records, returns and applicable documents under the Labor Legislation.
2. 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 .

6.59 Governing Law and resolution of dispute

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Mumbai and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.

The laws applicable to this contract shall be the laws in force in India. The contract shall be governed by and interpreted in accordance with Indian law.

The Successful Bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the PSB Alliance or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in XX. The bidder will be paid as per payment milestones for all work done during the arbitration period.

6.60 Amendment to Contract

No variation in or modification of the conditions of the contract shall be made except by written amendment signed by the parties

6.61 Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the contract shall be served by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

7. Payment Terms

#	Deliverables	% of Payment
1.	Report on: <ul style="list-style-type: none">• Gaps in HR Policies & Procedures• Recommendations and presentation on the new organization structure• Presentation on band-grade structure, roles and responsibilities and rollout plan of the organization structure.	25%
2.	<ul style="list-style-type: none">• Presentation of compensation benchmarking industry report• Presentation and recommendation on pay grades, incentives, increment methodology, promotional increases, salary corrections etc.	20%
3.	Drafting & Finalization of New policies and procedures	25%
4.	Technology interventions and roadmap including an overall budget estimate for implementing / improving the HR IT landscape	20%
5.	Providing final documentation and final presentations to the internal management, committees and board on overall recommendations and project closures after incorporating all recommendations	10%

8. Penalty

For delays in providing the deliverables related to Scope of Work, the bidder will be charged a penalty of Rs. 5000/- per week of delay for the affected scope subject to a maximum 10% of the value of that affected line item as specified in the Commercial Bid Format – Annexure 4. The total cumulative penalty will be restricted to a maximum of 10% of the contract value.

9. Disclaimer

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for PSB Alliance and their employees to consider the business / investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. PSB Alliance and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. PSB Alliance may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. No contractual obligation on behalf of PSB Alliance, whatsoever, shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized officers of PSB Alliance and the finally selected Bidder. The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or

published in the PSB Alliance's website. It is also understood and agreed by the Bidder/s that decision of the PSB Alliance regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained. PSB Alliance reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any reason thereof. PSB Alliance reserves the right at the time of award of contract to increase or decrease, the scope of work or other terms and conditions. Notwithstanding anything contained in the RFP Document, PSB Alliance reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, 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 the Bank's decision. PSB Alliance reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof. It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to PSB Alliance. An undertaking should be submitted by the bidder to this effect.

10. Annexures

10.1 Annexure 1: Format for Bank Guarantee

To,

Officer, Operation
PSB Alliance Pvt. Ltd.
4th Floor, Metro house
Mahatma Gandhi Road
Dhobi Talao, New Marine Lines Junction
Mumbai-400020

Dear Sirs,

In response to your respond to the RFP for Appointment of HR Consultant, M/s _____ having their registered office at _____ (hereinafter called the '**Bidder**') wish to respond to the said Request for Proposal (RFP) for self and other associated **Bidders** and submit the proposal and to provide related services as listed in the RFP document.

Whereas the '**Bidder**' has submitted the proposal in response to RFP, we _____ PSB Alliance having our Registered Office at Mumbai hereby irrevocably guarantee an amount of Rs. 2 Lakhs (Rupees Two Lakhs only) as bid security as required to be submitted by the '**Bidder**' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the **Bidder** withdraws his proposal during the period of the proposal validity; or
2. If the **Bidder**, having been notified of the acceptance of its proposal by The PSB Alliance during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to **PSB ALLIANCE** the said amount of Rs. 2 Lakhs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by **PSB ALLIANCE** which shall be conclusive and binding on us irrespective of any dispute or difference raised by the **Bidder**.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. 2 Lakhs (Rupees Two lakhs only).
2. This Bank guarantee will be valid up to; and
3. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only upon service of a written claim or demand by you on or before_____.

In witness whereof PSB Alliance, through the authorized officer has sets its hand and stamp on this day of at_____.

10.2 Annexure 2: Commercial Compliance Certificate

RFP No: PSBA/TENDER/HR CnsIt/2022-23/004

Date: 12/09/2022

To,

Officer, Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro house
Mahatma Gandhi Road
Dhobi Talao, New Marine Lines Junction
Mumbai-400020

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 (One hundred and eighty only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by PSB Alliance, any time before the expiry of this 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.

Terms & Conditions

- 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 PSB Alliance or any new tax introduced by the government will also be paid by PSB Alliance. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to PSB Alliance. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. PSB Alliance will not pay any out-of-pocket expense for work to be performed in Mumbai.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the RFP.
- Fee is payable only on actually availing of services and no minimum or fixed fees are payable

Place:

Date:

Seal & Signature of the Bidder

10.3 Annexure 3: Compliance to Scope of Work

RFP No: PSBA/TENDER/HR Cnslt/2022-23/004

Date: 12/09/2022

To,

Officer, Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro house
Mahatma Gandhi Road
Dhobi Talao, New Marine Lines Junction
Mumbai-400020

Dear Sir,

We hereby covenant, warrant and confirm our undisputed 100% compliance to the Scope of Work defined in this RFP, Pre-Bid Replies and Corrigendum(s).

Place:

Date:

Seal & Signature of the Bidder

10.4 Annexure 4: Commercial Bid Format (Bill of Material)

Instructions:

1. The quoted price against each project shall remain unchanged till the completion of the project (s).
2. PSB Alliance is not responsible for any arithmetic errors in the commercial bid details sheet committed by the shortlisted bidders, however, if there are any computational errors PSB Alliance will evaluate the bid as per the provisions contained under RFP document.
3. The bidders should quote as per the format given below only and a masked replica of the Bill of Material should be enclosed in the technical bid.
4. The masked bill of materials which would be submitted as part of the technical bill of material should contain 'XX' for ALL the corresponding commercial values that will be present in the unmasked Bill of Material that will be part of the commercial submission.
5. All amounts in the Bill of Material should be in INR.
6. PSB Alliance reserves its right to implement or drop any of the above listed project without assigning any reason.
7. The price would be inclusive of inclusive of all applicable taxes under the Indian law like custom duty, freight, forwarding, insurance, delivery etc. but exclusive of any applicable GST, which shall be paid on actual basis on production of bills with GSTN. Any increase in GST will be paid in actual by PSB Alliance or any new tax introduced by the Government will also be paid by PSB Alliance. The entire benefits/ advantages, arising out of fall in prices/ taxes, duties or any other reason, must be passed on to PSB Alliance. The price quoted by the consultant should not change due to exchange rate fluctuation, inflation, market conditions, and increase in custom duty.
8. Consultant to factor all its expenses like travelling, boarding, lodging etc. Apart from amount specified in commercial bid, no other expenses will be paid by PSB Alliance for work done out of Mumbai. The location for the project will be PSB Alliance offices in Mumbai
9. Consultant shall depute resources on-site of the project management location (s) for carrying out the task as specified in this document.

Total Cost

#	Particulars	Total Cost
1	Building a zero-based organization structure for the IT Organization	
2	Recommend compensation range across all levels/ roles / bands	
3	Draft policies and procedures documents for the organization	
4	HR Technology Roadmap for the Organization	
	Total Amount (Total Cost of Ownership- TCO)	

Signature with Company Seal

Name:

Designation within Company/ Organization:

Company/ Organization:

Address of Company/ Organization:

10.5 Annexure 5: Pre-Bid Query Format

Bidder's request for Clarification - to be submitted as per the date mentioned in the RFP for submission of pre-bid queries

If, bidder, desiring to respond to RFP for Appointment of Consultant for Technology Enablement Initiatives, requires any clarifications on the points mentioned in the RFP, it may communicate with PSB Alliance using the following format.

All questions received till the last date & time of receive pre-bid queries will be formally responded to and questions/points of clarification and the responses will be published on the site <https://www.psballiance.com/tenders-and-notices.html> under this tender. 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

RFP Reference No.: XX dated XX				
S/N	Page No.	Section No.	Clause	Bidder's Remark

10.6 Annexure 6: Non-Disclosure Agreement Format

(On Rs.100 non-Judicial stamp paper)

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

BY AND BETWEEN Company Limited, 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 successors and permitted assigns) of the ONE PART;

AND

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

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

WHEREAS:

1. PSB Alliance is engaged in the business of XX and intends to Appoint a HR Consultant. 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 assignment (hereinafter referred to as "the Purpose").
2. 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 PSB Alliance.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the PSB Alliance 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 and also other information that vendor learns in the course of employment.
- 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 present 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 Contract or till 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 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. **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 the 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, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

- 10. **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.
- 11. **Resolution of Dispute:** All disputes, claims or differences arising out of or in connection with the execution, interpretation and performance of this Agreement arising between the Vendor & PSB Alliance out of or in relation to the construction, meaning and operation of effect of the contract or breach thereof shall be settled amicably. If however, the parties fail to resolve the dispute, claims or differences within a period of 30 (thirty) days from the dispute being referred to them, such dispute, claim or differences shall be referred to a court of having competent jurisdiction by either of the party. Any court of competent jurisdiction located in XX shall have exclusive jurisdiction for adjudication of the dispute.
- 12. The NDA forms part of the Contract, dated and would be governed by the same.
- 13. **Counterparts:** This agreement has been executed in two originals. Both Parties, shall keep one original each and both together shall constitute a single agreement between the Parties.

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

10.7 Annexure 7: Confirmation to Eligibility Criteria

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
1	The Bidder should be a company registered under Companies Act, 1956 or 2013 or registered under LLP Act, 2008 / partnership Professional Consulting Firm. The Bidder should be registered for GST. It should not be an individual/ proprietorship firm/ HUF etc.	A write up about the company / firm, its standing and past work done. (Not exceeding 2 pages). A copy of the certificate of Incorporation / Registration Certificate or any other valid certificates issued by Registrar of Companies / firms and full address of the registered office.	
2	<p>Bidder should have successfully completed at least one Human Resource Transformation engagement including organizational restructuring of the IT department for any scheduled commercial bank in India with at least 1000 branches in last 7 years.</p> <p style="text-align: center;">Or</p> <p>Bidder should have successfully completed at least one Human Resource Transformation engagement including organizational restructuring with a IT / GCC (global capability / captive centers) organization having a minimum of 500 employees in last 7 years.</p> <p>On-going engagements will not be considered.</p>	A copy of work order/ contract copy/ credential letter from the client clearly specifying the scope of the engagement along with a self-declaration on the Company's letter head signed by the authorized signatory stating the completion of the said project to be furnished by the bidder.	
3	Bidder (and its associated entries) in India should have an on-roll team of more than 100 human resource and change management consultants	A Self-Declaration to be furnished by the Bidder on the Company's letter head signed by the authorized signatory for the same.	
4	The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2019-20, 2020-21,2021-22).	Audited financial statements for the stated period (2019-20, 2020-21,2021-22).	
5	The Bidder should have an average annual turnover of at least INR 100 Crores	Audited financial statements for the stated period (2019-20, 2020-21,2021-22).	

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
	for last three financial years (2019-20, 2020-21,2021-22).		
6	The Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. Bidder should also not have been disqualified/ debarred/ terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments, at any time, during the last 3 years.	A Self-Declaration to be furnished by the Bidder on the Company's letter head signed by the authorized signatory for the same.	
7	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach.	A Self-Declaration to be furnished by the Bidder on the Company's letter head signed by the authorized signatory for the same.	

Signature with Company Seal

Name:

Designation within Company/ Organization:

Company/ Organization:

Address of Company/ Organization:

10.8 Annexure 8: Performance Bank Guarantee

(To be stamped in accordance with stamp act)

To,

PSB Alliance Pvt. Ltd.
4th Floor, Metro house
Mahatma Gandhi Road
Dhobi Talao, New Marine Lines Junction
Mumbai-400020

In consideration of PSB Alliance Pvt. Ltd. (hereinafter called "the said Purchaser") having its office at the aforesaid address, having agreed to purchase/engage _____ from

_____ having its office at _____ (hereinafter called "the said Supplier/Vendor/Contractor") under the terms and conditions of an Agreement dated _____ (hereinafter called "the said Agreement").

Towards the security for the due fulfilment of the terms and conditions contained in the said Agreement, it has been agreed by the said Supplier/Vendor/Contractor that he shall provide a Bank Guarantee for _____ (Rupees _____ only).

We _____ (hereinafter referred to as "the Bank") at the request of _____ (Supplier/Vendor/Contractor) do hereby undertake and guarantee to pay to the Purchaser an amount not exceeding Rupees _____ (either in lump sum or in parts) against any loss or damage claimed by the said purchaser to have been caused to or suffered or would be caused to or suffered by the Purchaser stated by the said purchaser to be the reason of any breach by the said Supplier/Vendor/Contractor(s) of any of the terms or conditions contained in the said Agreement.

Unless repugnant to the context or meaning thereof, expressions, Purchaser, Supplier/Vendor/Contractor, PSB Alliance shall mean and include their heirs, representatives, successors, executors, administrators, assigns, etc., as may be applicable,

1. The Bank does hereby undertake to pay the amount(s) due and payable under the guarantee without any demur, merely on a demand from the Purchaser stating that the amount(s) claimed is/are due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Supplier/Vendor/Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier/Vendor/Contractor(s) failure to perform its obligations under the said Agreement. Any such demand made by the Purchaser on the Bank shall be conclusive as regards the amount(s) due and payable by the Bank under this guarantee, whether made in one go or in parts. However, Bank's liability under this guarantee shall in totality be restricted to an amount not exceeding Rupees _____, whether or not invoked or if invoked, in part or otherwise.
2. The Bank undertakes to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier/Vendor/Contractor(s) or any suit or proceedings pending before any Court or Tribunal relating thereto, unless there is a stay granted by the court or tribunal on such payment. Thereby meaning that Bank's liability under the present guarantee shall be absolute and unequivocal in any circumstances what so ever, if called upon to pay by the Purchaser. However, our liability shall not exceed in Rupees _____ (in words)
3. The Bank further agrees that the guarantee herein contained shall remain in full force and effect

during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues and or advances made by the Purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____, the Purchaser certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contractor(s) and accordingly the Purchaser discharges this guarantee, either in writing or by returning the Original Guarantee Bond or till its expiry whichever is earlier to PSB Alliance.

4. The Bank before the release of the Bank Guarantee Bond in original by the purchaser and before the expiry of this guarantee, as per clause 3 of this Guarantee Bond, may renew this guarantee for the same period as was initially requested upon for this guarantee or for any shorter period, at the option of the purchaser, under intimation to the vendor.
5. The Bank further agrees with the Purchaser that the Purchaser shall have the fullest liberty without PSB Alliance Pvt. Ltd. or Supplier/Vendor/Contractor(s) consent and without affecting in any manner PSB Alliance's obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier/Vendor/Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier/Vendor/Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Supplier/Vendor/Contractor(s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier/Vendor/Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the PSB Alliance, in any manner what so ever.
6. This guarantee will not be discharged during its currency due to the change in the constitution of either the Bank or the Purchaser or the Supplier/Vendor/Contractor(s), in any manner what so ever.
7. PSB Alliance Pvt. Ltd. lastly undertakes not to revoke this guarantee during its currency or extensions thereof, except with the previous consent of the Purchaser, in writing or otherwise than as is provided in this Guarantee.
8. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as its principal debtor in first instance without proceeding against the said Supplier/Vendor/Contractor(s), and notwithstanding any security or other guarantees that the Purchaser may have in relation to or in relation to the Supplier/Vendor/Contractor(s) liabilities from time to time, as this guarantee constitutes a separate, distinct and independent contract between the Bank and the Purchaser
9. Any officer of the Purchaser of the rank of Senior Manager or above, duly authorized in this regard, shall be competent to issue demand/notice or to issue any appropriate instructions, as the circumstances may warrant, to the Bank under this Guarantee, which the Bank shall have to comply immediately and forthwith, without raising any dispute or question/s in regard there to, in any manner what so ever.

Notwithstanding anything contained hereinabove:

1. The liability of the Bank under the guarantee shall not exceed Rupees _____ (in words).
2. This Bank Guarantee shall be valid either till _____ or till the issue of a fresh Bank Guarantee to the Purchaser with an extended period in lieu thereof or till the Purchaser certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said

Supplier/Vendor/Contractor(s) and accordingly the Purchaser discharges this guarantee, in writing and by returning the Original Guarantee Bond to the Bank.

3. The Bank before the release of the Guarantee Bond in Original by the purchaser and before the expiry of this guarantee may at its option renew this guarantee for the same period as was initially agreed upon for this guarantee or any shorter period, at the option of the purchaser, under intimation to the vendor.
4. The Bank is liable to consider any notice for invocation of Bank Guarantee as a default by the Supplier/Vendor/Contractor(s) and shall be under an obligation to pay to the Purchaser the entire amount of Guarantee or any part thereof under this Bank Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand before the expiry of either the Bank Guarantee or any extended period/s under this Bank Guarantee, as the case may be. Notwithstanding anything contained herein our liability under this Bank guarantee shall not exceed rupees/- (Rupees Only) This Bank guarantee shall be valid up to and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.....

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

Dated the _____ day of _____.

SIGNED AND DELIVERED BY

The within named Guarantor,

_____, by the hand of Shri. _____, its authorized official