



**PSB  
Alliance**  
Transforming Together

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**EMPANELMENT OF INFORMATION TECHNOLOGY  
CONSULTANTS**  
**(RFP Ref. No. PSBA/TENDER/IT CNSLT/2025-26/305)**  
**Date: 30 June 2025**

**PSB ALLIANCE PVT. LTD., Unit 1,3 rd. Floor, VIOS Commercial Tower, Near  
Wadala Truck Terminal, Wadala East. Mumbai -400037.**

PSB Alliance Private Limited (herein after referred to as “Company”) invites Proposals from experienced Vendors/ Consultants (hereinafter also referred to as “Bidder” with proven capabilities in providing Information Technology and Business Consultancy Services. For the purpose of this RFP the consultant will be the single point of contact for the Company and will be entirely responsible for the project including performance, availability and efficiency of the resources.

RFP Reference No.	PSBA/TENDER/IT CNSLT /2025-26/305
Last Date for Submission of Queries	15 July 2025
Date of Pre-Bid Meeting	18 July 2025 at 3:00 PM Pre-bid meeting in person would be preferred. However, in the event any Bidder prefers to attend the pre-bid meeting via any on-line mode then the Bidder as part of the pre-bid queries must request for the same. Bidders who have only requested for attendance through on-line mode as part of the pre-bid queries will be sent a link separately to their respective mail ID’s mentioned for correspondence.
Last Date for Submission of RFP Proposal	01-Aug-2025, 3:00 PM
Date of Opening of RFP Proposal	04 Aug 2025, 3:30 PM
Issued By	Sr. Manager IT PSB Alliance Private Limited
=====	
Contact Person	Ramchandra Patil
Telephone	022-22030444, Ext. 140 M-9595090158
Email	ramchandra.patil@psballiance.com

The cost of RFP document is Rs. 25,000/-. The RFP document can be downloaded from Company's website <https://www.psballiance.com/tenders-and-notices.html>. The Vendor should pay the cost of the document by means of NEFT/DD drawn on any scheduled Bank for Rs. 25,000/- (INR Twenty-Five thousand only) in favor of PSB Alliance Private Limited, payable at Mumbai and enclose the same with RFP submission document.

## Disclaimer

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

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## 1. Introduction

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, 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) as its members, will act as an intermediary for all the PSBs to cater to the common business, IT and operational needs of its member Banks. The Company will also create common applications/platforms 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.

## 2. Project Objective

PSB Alliance intends to empanel Consultants for its various IT and Business activities / initiatives that it undertakes from time to time. Further it is also envisaged that empaneled consultants will also be used by PSB Alliance to provide services to its members Banks. Through this RFP, proposals are invited for the empanelment of Consultancy firms/ Organizations/ LLPs to provide consultancy services for various IT and business projects/ activities and projects which PSB Alliance may decide to undertake for itself as well on behalf of its member Banks. Accordingly, as and when the need for consultancy services arises for any of the IT or business-related activities for PSB Alliance or its member Banks, an enquiry with the detailed scope, deliverables, timelines, evaluation methodology and payment terms for the particular initiative will be sent to the empaneled IT consultants and quotations / bids will be invited from them. The lowest commercial bid received from the empaneled consultants for the given requirement will determine the successful consultant for the respective consultancy work / IT Project. The Company depending on the nature of the consulting engagement may also make it Techno Commercial. The detailed evaluation methodology for each consulting engagement will be intimated to the empaneled bidders in writing.

Any deviations mentioned in the bid will not be considered and evaluated by PSB Alliance. PSB Alliance reserves the right to reject the bid, if bid is not submitted in proper format as per the RFP.

## 3. Scope of Work

A broad list of activities includes formulation of Strategy, vendor evaluation and selection, project management, market research / study, financial modelling, sourcing strategy and would also include Identification of Initiatives as per Regulatory Guidelines etc.

PSB Alliance on behalf of all PSU Bank's plan to implement various new industry-wide business / IT projects like doorstep banking, e-auction portals, Digital Balance Confirmation, Digital Supply Chain Finance, PSBA community private cloud, MSME ecosystem etc. This will include assessment of requirements, preparation of a well-researched RFP, evaluation of bids, attending technical presentations, site visits etc. The above listed projects are only indicative in nature.

The Consulting firm shall deploy qualified and experienced resource at PSB Alliance in respect of the selected assignments/Project as required for the specific initiatives.

The general scope of work to be performed by the selected bidder is outlined below. The scope below is indicative. Any activity/service which forms a part of IT Consulting but not explicitly mentioned in scope of work of this RFP, would form part of this RFP and accordingly the successful Bidder is expected to provide the same to PSB Alliance, during the contract period. The Bidder needs to consider and envisage all the services that would be required in the Scope and ensure that the same is delivered to PSB Alliance. PSB Alliance will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP. Further, PSB Alliance's internal documents or other related documents, various processes are not allowed to be carried out of the PSB Alliance's Premises. The consultant has to ensure confidentiality in respect of the same is maintained at all times.

- ✓ Conduct benchmarks and market survey for available solutions/ players, perform cost benefit analysis, undertake price discovery, peer PSB Alliance's review etc.
- ✓ Assist the Company in formulation of the functional and technical requirements, RFP /EOI formulation, evaluating and selecting various vendors as per CVC guidelines for various initiatives of the Company.
- ✓ Provide advisory services to the Company for vendor evaluation, selection, technical assistance, PMO for its projects.
- ✓ Work with PSB Alliance for projects of member Banks
- ✓ Provide program governance and management for various initiatives undertaken by the Company or for its member banks.
- ✓ The consultant will undertake Risk Identification and Impact Analysis etc. of existing IT environment of PSB Alliance and prepare Mitigation plan and provide IT Risk management
- ✓ Review of PSB Alliance's Information/Cyber Security Infrastructure.
- ✓ Industry and trend analysis global and domestic for identified initiatives
- ✓ Identify common industry initiatives which can be taken up by PSB Alliance on behalf of all PSU Banks.
- ✓ Assist PSB Alliance in overall IT / Digital strategy formulation for the Company or its member Banks as and when the need arises.
- ✓ Re-engineering and re-define business processes including process maps and journeys.
- ✓ Review the progress made in the implementation of the project.
- ✓ Develop and outsourcing cloud policy  
Review and Modify IT and security policies
- ✓ Identifying and redefining operational processes impacted by new technology changes and integration.
- ✓ Assist in Business Case Development for identified initiatives including financial and revenue models
- ✓ Any other scope that the Company may wish the consultants to undertake over the period of the empanelment.

The scope mentioned above is an indicative scope and based on case-to-case basis, detailed scope of work along with evaluation methodology & payment terms will be shared with the empaneled bidders.

## 4. Eligibility Criteria

#	Eligibility Criteria	Supporting Documents
1	The Consultant should be a company registered under Companies Act, 1956 / 2013 / LLP Act, 2008/ partnership, operating in the field of IT Consultancy/ IT Advisory practice for at least 5 years as on the date of RFP. The Vendor should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.	Write 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	The Consultant should have a minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2021-22, 2022-23 & 2023-24) as per audited financial statements.	Copy of the audited balance sheet of the company showing turnover of the company for the last three consecutive financial years (2021-22, 2022-23 & 2023-24)
3	The Consultant should be profitable in last three financial years (i.e., 2021-22, 2022-23 & 2023-24)  In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration.	Copy of the audited balance sheet of the company for the last three consecutive financial years (2021-22, 2022-23 & 2023-24)
4	Consultant should not have been black listed by (the Central/any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India as on the date of submission of bid.	Self-declaration to this effect on the company's letterhead should be submitted. Vendor has to submit a Declaration in the format as mentioned in the Annexure – VIII.
5	The Bidder should have presence of more than five years in India and possess expertise in carrying out IT Consultancy	Self-declaration to this effect on the company's letterhead should be submitted.
6	Firm should be prime bidder and no consortium is allowed for the services to be offered	Undertaking to be submitted
7	The Bidder should have provided consultancy for: 1) Vendor selection for procurement of IT infrastructure or applications. OR 2) Project management implementation.  In at least one Scheduled Commercial Bank in India with 1500+ branches or NBFC with over 500+ branches or Government sector or PSU undertaking.  *Ongoing engagements will be considered	Credential letter OR Copy of Purchase Order/ Contract copy
8	The bidder should have neither failed to perform on any agreement during the last three years in BFSI sector as, evidenced by imposition of a penalty by	A self-declaration to be furnished by the Vendor on the Company's letter head signed by the authorized signatory for the same.

#	Eligibility Criteria	Supporting Documents
	<p>an arbitral or judicial pronouncement or awarded against the Vendor or its Affiliates/Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach. In case of any such termination, it should have been approved/ upheld by any court decree or arbitral award against the bidder to such effect.</p>	

**Note:**

1. Non-compliance of any of the above criteria would lead to direct rejection of the vendor.
2. The vendors are expected to note that they should submit sufficient documentary evidence to ensure they comply to the criteria specified in the table above.
3. Scheduled commercial banks specified above do not include RRB's and cooperative Bank.
4. The Company reserves the right to make independent enquiries regarding the veracity of the claims made by the Vendors regarding their eligibility. During the entire process in case, it is found that the Vendor does not fulfill the requisite criteria, or ceases to fulfill any one or more of the criteria prescribed herein, or had given any false or misleading representation /declaration about its eligibility, the Company shall be at liberty to forthwith terminate further engagement with such bidder at whatsoever stage the process might be without any notice and also initiate such legal action against the Vendor as deemed appropriate.
5. The Bidder to submit an undertaking that none of its subsidiaries or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of PSB Alliance
6. 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.  
Bidder may give a declaration that no past/present litigation pending before any court or authority by or against the Bidder shall adversely affect or restrict the Bidder ability to provide the requisite service to PSB Alliance. The Bidder shall also confirm that there are no / stay on the bidder as on date of submission of Bid.

**4.1 Application fees & Earnest Money Deposit**

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

1.	Application Fees of INR 25,000/- Non-Refundable	Bidders can submit Tender Fees in the form of Demand Draft or NEFT as per the NEFT details provided below: 1. Payee Name: PSB Alliance Pvt. Ltd. 2. Bank Name: State Bank of India 3. Bank A/c No: 41204656705 4. IFSC Code: SBIN0001821 Type of A/c: Current A/c
2.	Non-Interest EMD of INR 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)	By way of Bank Guarantee favoring "PSB Alliance Private Limited" from a Scheduled Commercial Bank in India (as per the format provided in the <b>Annexure-V</b> ) valid for a period of 6 months including a claim period of 3 months.

As per recommendations of GOI, PSB Alliance has decided to waive off Tender Fee & EMD for MSME entrepreneurs.

The PSB Alliance may accept a 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 bank acceptable to the PSB Alliance. The PSB Alliance will not pay any interest on EMD. Any Bid not secured, as above, will be rejected by PSB Alliance, as non-responsive.

The EMD is required to protect PSB Alliance against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

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 the same.
2. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
3. The bidder violates any of the provisions of the terms and conditions of this tender specification.
4. 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
5. 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) favoring PSB Alliance Pvt. Ltd. of INR 10,00,000/- (Indian Rupees Ten Lakhs only) for 24 months including claim period of 12 (twelve) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of confirmation of Empanelment.
2. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder

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.

#### 4.2 Important Instructions

1. The Consultant should ensure submission of all the required documents in support of eligibility criteria.
2. The EMD's would be returned to the unqualified bidders post completion of the RFP Short listing/Empanelment process.
3. The EMD of the Empaneled Consultants will be returned only after submission of PBG of INR 10,00,000 (Rupees Ten Lakhs only).
4. If the EMD/BG submitted to the Company expires before the submission of PBG, then the Company shall request the shortlisted vendor to extend the validity period of the BG for a reasonable period and in case the vendor fails to arrange to extend the validity period, the EMD shall stand forfeited / BG invoked and no claim will be entertained in this regard.
5. As and when necessary, Bidders should extend the validity of EMD/BG to ensure the above.
6. All empaneled vendors will need to enter into a contract with the Company.

#### 4.3 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 the 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.

Response to the RFP does not guarantee that the assignment will be awarded to the Bidder(s). The company reserves the right to select eligible vendors at its sole discretion.

PSB Alliance reserves the right to terminate the RFP process at any time and makes no commitments, either implied or otherwise, that this process will result in a business relationship with any vendor or any Shortlisted Bidders.

PSB Alliance reserves the right at any time, in its sole discretion, to accept any or all responses in whole or in part, negotiate with any vendor, or cancel this RFP (in part or in its entirety) in the event the Company determines that it is in its best interest to do so.

## 5. Evaluation of Bids

PSB Alliance will scrutinize the Bids received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirement, whether documentation as required for evaluation of the offer has been submitted. PSB Alliance may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. PSB Alliance's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and PSB Alliance reserves the right for such waivers.

Eligible bidders must submit their Eligibility cum Technical Bid as described in the RFP. The Bidders shall be empaneled based on the criteria given in the RFP.

Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by PSB Alliance for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

PSB Alliance may use the services of external consultants/Advisors for technical evaluation.

The evaluation shall be based on Eligibility Cum Technical Bid. The bidders shall be making a presentation to PSB Alliance.

The period of empanelment will be for two years. The short-listed applicants will be notified in due course. No interim enquiries will be entertained. The decision taken by PSB Alliance shall be final and no representation or correspondence shall be entertained.

Eligibility cum Technical Bid shall be evaluated by PSB Alliance. PSB Alliance reserves the right to reject any and/or all proposals submitted without assigning any reason. PSB Alliance reserves the right to seek clarification of any information contained in a proposal submitted, or to hold discussions, but is not obligated to do so. A bid determined as not substantially responsive will be rejected by PSB Alliance and may not subsequently be made responsive by the bidder by correction.

In the stage of evaluation each bid document would be evaluated to ensure that the bidder has a technical skill set, experience, financial capacity and other attributes essential for empanelment as IT consultant. PSB Alliance may seek additional information, technical presentation/demonstration, and/or discussions with bidder’s representatives. Points will be awarded based on the following technical evaluation (scoring) criteria:

Particulars	Maximum Marks
<p>Corporate Health, i.e. Existence in India for Consultancy Services</p> <p><b>Supporting Document:</b> Copy of Certificate of Incorporation</p> <p><b>Scoring Methodology</b></p> <ul style="list-style-type: none"> <li>• 10 Marks- More than 10 years</li> <li>• 8 Marks- More than 8 years, less than 10 years</li> <li>• 5 Marks- More than 5 years, less than 8 years</li> </ul>	10
<p><b>Experience</b></p> <p>The Bidder should have provided consultancy for:</p> <p>1. Vendor selection or technology consulting (like strategy formulation, operations / digital consulting, white paper / concept notes development)</p> <p><b>OR</b></p> <p>2. Project management services.</p> <p><b>Supporting Document:</b> Purchase Order/ Contract/Credential letter from the Client. On-going engagements will be considered.</p> <p><b>Scoring Methodology</b></p> <ul style="list-style-type: none"> <li>• 30 Marks- If at least 2 BFSI/ NBFC / Government /PSU organizations for all 3 services (vendor evaluation selection, technology consulting, project management)</li> <li>• 25 Marks- If at least 2 BFSI/ NBFC / Government/PSU organizations for 2 out of the 3 services (vendor evaluation selection, technology consulting, project management)</li> <li>• 20 Marks- If at least 1 BFSI/ NBFC / Government/PSU organizations for 2 out of the 3 services (vendor evaluation selection, technology consulting, project management)</li> </ul>	30

Particulars	Maximum Marks
<p>Bidders presentation on their experience and thought leadership. The agenda for the same will be shared with all the eligible vendors before the date of the technical presentation.</p>	30
<p>Team Structure &amp; Qualification of Resources</p> <p><b>Project Director:</b> The proposed <b>Project Director</b> should have Management Consulting experience and should have experience in the following areas:</p> <ol style="list-style-type: none"> <li>1. Strategy Formulation</li> <li>2. RFP Preparation</li> <li>3. Vendor Evaluation &amp; Selection</li> <li>4. Data Centre Infrastructure/Hardware</li> <li>5. IT Project management</li> <li>6. Cyber Security</li> <li>7. Networking</li> <li>8. Data Analytics</li> <li>9. Digital strategy / consulting</li> </ol> <p>All past credentials for the individual will be counted irrespective of whether the work done was in the existing organization or previous ones.</p> <p>PSB Alliance at its discretion may validate the claims made by the individual. In the event such a claim turns out to be false, PSB Alliance may at its discretion either disqualify the bidder or may choose not to consider the credential for scoring.</p> <p><b>Project Manager</b> The proposed <b>Project Manager</b> should have Management Consulting experience and should have experience in the following areas:</p> <ol style="list-style-type: none"> <li>1. Strategy Formulation</li> <li>2. RFP Preparation</li> <li>3. Vendor Evaluation &amp; Selection</li> <li>4. Data Centre Infrastructure/Hardware</li> <li>5. IT Project Management</li> <li>6. Cyber Security</li> <li>7. Network strategy / consulting</li> <li>8. Digital strategy / consulting</li> <li>9. Data warehousing</li> </ol> <p>All past credentials for the individual will be counted irrespective of whether the work done was in the existing organization or previous ones.</p> <p>PSB Alliance at its discretion may validate the claims made by the individual. In the event such a claim turns out to be false, PSB Alliance may at its discretion either disqualify the bidder or may choose not to consider the credential for scoring.</p> <p><b>Supporting Document:</b> Resource CV and Self-declaration signed by Authorized Signatory confirming the contents of the CV submitted and each of the criteria mentioned</p>	30

Particulars	Maximum Marks
<p><b>Scoring Methodology</b></p> <ul style="list-style-type: none"> <li>• 30 Marks- If Project Director has 12+ years &amp; Project Manager has 7+ years of experience in at least 7 areas as mentioned above.</li> <li>• 20 marks- If Project Director has 12+ years &amp; Project Manager has 7+ years of experience in at least 5 areas as mentioned above.</li> </ul>	
<b>Total</b>	<b>100</b>

Minimum Overall Qualifying mark to become eligible as per the technical scoring criteria for empanelment is 80 out of 100.

PSB Alliance's decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are disqualified / rejected.

## 6. Terms of Reference

### 1. Definitions:

**Vendor:** Vendor is defined as the vendor providing the response to this RFP

**Selected/ Empaneled Vendor:** Shortlisted/ Empaneled vendor who is finally selected and will be contracted with the Company to provide the Consultancy Services post the detailed RFP evaluation by the Company.

### 2. Permitted Options:

The Vendor response should be as a single vendor proposing its own consultancy services. Consortiums are not allowed.

### 3. Conditions:

The Vendor should take overall responsibility for all the deliverables as part of this RFP response.

Bidders have to comply with the Eligibility Criteria & list of supporting documents mentioned in the RFP.

Bidder also needs to provide:

- Client contact details i.e., Person Name, Contact Numbers, e-mail and year of providing consultancy services. Company may take the feedback from the references as per Company's discretion.
- The Vendor Experience gained by doing sub-contracting work and/or by providing manpower will not be considered as valid experience.

**4. The Vendor must furnish** the names and details of the vendor by whom the project will be carried out.

**5.** The Vendor will be the single point of contact/reference to the Company. The Company will enter into an agreement with the Empaneled Consultants.

**6.** The Vendor for this RFP can submit only one response.

7. The Vendor should submit a detailed summary of the understanding of the Company's requirements as per this RFP, vendor's capabilities including past experience & methodology of implementation (Max.10 Pages).

## 6.1 General Terms & Conditions

1. Only those bids where application fee is paid and EMD is furnished as required and as per the procedure alone will be taken up for evaluation.
2. Only the vendors who have complied with the Eligibility Criteria (**Section 4** Eligibility Criteria table) will be shortlisted for further evaluation & called for Technical Presentation.
3. The Company reserves the right to accept / reject any or all Proposals to RFP received in response to this advertisement without assigning any reasons whatsoever at any stage of the process without any liability whatsoever.
4. Company reserves the right to remove any shortlisted vendor or all shortlisted vendors without assigning any reason whatsoever. The decision taken by the Company shall be final and no representation or correspondence in this regard shall be entertained.
5. By responding to the RFP, the vendors are stating unconditional acceptance of the terms and conditions laid out by the Company in the RFP.
6. RFP responses received after the deadline at the address mentioned will not be accepted by PSB Alliance and hence vendors are advised to submit their responses within the stipulated time and no excuses / reasons for delay will be accepted by the Company
7. Company will notify the Respondents in writing about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Company is not obliged to provide any reasons for any such acceptance or rejection.
8. Any form of canvassing/lobbying/influence/query regarding shortlisting, status etc. may lead to a disqualification of the Vendor.
9. The Company reserves the right to vary the time frame at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Any variation in time frame shall be displayed on the website of the company.
10. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Company reserves the right to change the aforementioned timelines.
11. Unless expressly overridden by the specific agreement to be entered into between the Company and the Vendor, the RFP document shall be the governing document for arrangement between the Company and the Vendor in the interim.
12. Preliminary Scrutiny – The Company will scrutinize the RFP response to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Company may, at its discretion, waive any minor non-conformity or any minor deficiency in the RFP response. This shall be binding on all Vendor's and the Company reserves the right for such waivers and the Company's decision in the matter will be final.
13. Clarification of RFP response – To assist in the scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek from all or any Vendor's for clarification of their offer. The Company has the right to disqualify the Vendors whose clarification is found not suitable to the proposed project.
14. Erasures or Alterations – The RFP response containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the RFP response.
15. Vendor presentation – Vendors will be required to make presentations to the Company, as part of the evaluation process in accordance to the areas to be covered as part of the technical presentation. The

detailed agenda, presentation duration, date, time and location will be initiated separately to all the eligible bidders. The claims and representation made, as well as the assurances given by the Vendor during their presentation shall be deemed to be part of the RFP response of the respective Vendor.

16. If the Company is not satisfied with the technical proposal as specified in the RFP document and observes major deviations, the Vendor will have to submit the clarification within 3 working days from the day it was conveyed to the Vendor regarding the same.
17. The Company reserves its right to modify, clarify or elaborate any clause, or portion of this RFP, or terms and conditions given in this RFP in the event a need is felt for the same to bring clarity about the purpose of this RFP, or to remove /clarify any doubt, discrepancy or clerical error in this RFP and decision of the Company shall be final and binding on all concerned.
18. Bidders are expected to engage with all RFPs, regardless of the specific need outlined.

## 6.2 Other Terms & Conditions

### 1. Complete Application

The conditions as entailed in the RFP shall apply while selecting the vendor for Appointment of IT Consultant. For the purpose of the Contract 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 at least 5 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:

1. Services Contemplated are no longer required.
2. Scope of work was not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments.
3. The Project is not in the best interest of PSB Alliance.
4. Any other reason, which is the sole opinion of PSB Alliance, a ground for cancellation of the RFP.

## 2. 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.

## 3. Governing Language

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

## 4. Applicable Law

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

## 5. 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 e-mail 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 the notices, the following shall be the current address:

PSB ALLIANCE PVT.  
Unit 1,3 rd. Floor, VIOS  
Commercial Tower,  
Near Wadala Truck  
Terminal, Wadala East.  
Mumbai -400037

## 6. 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 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.

## 7. 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.

## 8. Contract Period

The contract period for Appointment of IT Consultant from the date of signing of the contract and will be valid for 24 months.

All the Successful Bidder needs to execute a comprehensive, definitive Service Level Agreement (SLA) with PSB Alliance covering all terms and conditions of this RFP. 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.

## 9. Delays in Bidder's Performance

The bidder must strictly adhere to the schedule as mentioned in the respective engagement scope documents, 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

## 10. 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 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

For delays 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 undelivered portion of particular engagement value for every week of delay or part thereof, subject to a cap of 10% of the overall particular engagement value. Once the maximum is reached, the PSB Alliance may consider termination of the contract.

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 and the Liquidated damages will be subject to

a maximum of 10% of the overall value of the particular engagement. 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.

### 11. 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

### 12. 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 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

### 13. Sub-Contracting

The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance. All the resources deployed by the bidder should be on the payroll of the bidder.

### 14. 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.

### 15. 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.

### 16. 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.

### 17. 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 shortlisted selected vendor. However, the decision of PSB Alliance will be final and binding.

### 18. 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 9 - NDA Format

### 19. 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 have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by PSB Alliance

### 20. 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.

### 21. 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. Interview the personnel being deployed on the project
10. Take presentations on proposed solutions of the bidders

## 22. 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.

## 23. Professionalism

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

## 24. 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.

## 25. 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) 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.
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.

## 26. 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 wilful misconduct by PSB Alliance or its employees.

## 27. 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 value of the particular engagement. The only exception being wilful 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. Wilful Misconduct means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.

## 28. 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 endeavour to find a solution to the problem. Notwithstanding the above, the decision of PSB Alliance shall be final and binding on the bidder.

### 29. Prices

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

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 for each engagement. 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

### 30. 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.

### 31. 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.

### 32. 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).

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

### 34. Remote Employment

If there are any directives imposed by the local administration that reasonably restrict travel or physical presence of bidder's personnel at our office / location, then without prejudice to bidders' payment obligations, we shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing bidder's obligations arising from such restrictions, shall not be attributable to bidder and shall not be considered a breach of contract on bidder's part and no consequent damages / penalties etc. arising therefrom would be imposed on bidder under the Contract.

### 35. Location for Project

Location of the projects may differ. If its internal to PSB Alliance, then it will be their Mumbai registered offices. If the services are being utilized by its member banks then it will be their office location. The exact details on the location will be provided at the time of individual engagements.

### 6.3 Shortlisting Procedure

1. Only those vendors who are eligible as per Section 4 Eligibility criteria will be taken forward for technical evaluation as per the table and Scoring mentioned under the technical evaluation criteria. Bidders who comply to and meet the requirements as stated in the technical evaluation criteria will be considered for further shortlisting/empanelment. Vendors have to submit their response as per the format and with documents detailed in checklist as in Section 6.5.
2. All the eligible vendors are required to participate in the discussions and make demonstrations / presentations of their understanding of the requirements, credentials and services. The presentation, materials etc. presented/submitted before the Company will become the property of the Company.
3. If at any time it is found that information provided in the response for shortlisting is false / incorrect, the Company may at its discretion disqualify such vendor/s from the shortlist without giving any notice.

### 6.4 Instructions to the Vendors

1. The response should be submitted in a structured format as per the checklist appended and it should be paginated. Each page of the application should be signed by persons on behalf of the organization having necessary authorization / Power of Attorney to do so, duly affixing the company seal. Copy of Power of Attorney or Authorization Letter from the company should be furnished along with the RFP Response.
2. A pre-bid meeting of the intending vendors will be held at 03:00 PM on 02-July- 2025 at PSB Alliance Private Limited, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East Mumbai- 400037 to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting. All communications regarding points requiring clarifications and any doubts shall be given in writing/ e-mail to the Contact persons mentioned elsewhere in this document by the intending vendors on or before **02-July-2025 as per the pre- bid query format in Annexure 10**. No queries will be entertained after pre-bid meeting. Authorized representatives of interested vendors shall be present during the scheduled time. The Company shall clarify the queries during the pre-bid meeting and replies along with the queries shall be uploaded in the Company's website and no individual correspondence shall be made. No individual consultation shall be entertained.
3. The sealed envelope containing the response to RFP along with the required documents shall be super scribed on the top of the envelope with **"Request for Proposal (RFP) for Empanelment of Information Technology Consultants vide Tender No. PSBA/TENDER/IT CNSLT/2024-25/305 dated 30 June 2025"**. The RFP response should be dropped in the Tender Box kept at PSB Alliance Private Limited, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai- 400037, on or before 03:00 PM, 10-July- 2025. The response to the RFP should be addressed to:

Ramchandra Patil  
PSB ALLIANCE PVT.  
Unit 1,3 rd. Floor,  
VIOS Commercial  
Tower, Near  
Wadala Truck  
Terminal, Wadala  
East. Mumbai -  
400037

Only those bids which are deposited in the tender box within the stipulated time mentioned above will be considered for opening.

4. The response will be opened in the presence of the vendors, who may be present, at 03:30 PM on 14 July 2025 at PSB Alliance Private Limited, Unit1,3<sup>rd</sup> Floor ,VIOS Tower, Near Wadala Truck Terminal, Wadala East Mumbai- 400037 The vendor's authorized representative may be present during the response opening at our office address mentioned above well in time along with the authorization letter from the company as per Annexure 6. The vendors may note that no further notice in this regard will be given and in case vendor/s fail to be present on the day of the response opening, it will be deemed that vendor is not interested in participating in the response opening process and Company shall proceed with opening of the RFP responses. Further, in case the Company does not function on the aforesaid date due to unforeseen circumstances or Holiday, then the RFP response will be accepted up to 03:00 PM on the immediate next working day and RFP responses will be opened at 03:30 PM at the same venue on the same day.
5. The Bidder shall bear all the costs associated with the preparation and submission of their bid and PSB Alliance will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
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 representatives 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 persons 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. No offer can be modified or withdrawn by a vendor after submission of RFP response.
21. RFP Response submitted without EMD or application fee will be rejected.
22. If the Vendor withdraws their offer before finalization of short listing/ empanelment by the Company, the EMD shall be forfeited.
23. If the shortlisted vendor amends the offer or withdraws from the short listing or fails to provide a response to the detailed RFP, then the EMD shall be forfeited and no claim will be entertained in this regard.
24. The Company may modify the RFP by issuing addenda for any reason, at any time prior to final date of submission of response to RFP. Any addendum to RFP shall be part and parcel of original RFP document. The addenda shall be uploaded in the Company's website and the same will be binding on the vendors.
25. During the process of scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek clarifications from all vendors/any of the vendors on the offer made by them. The request for such clarifications and the vendor's response will necessarily be in writing and it should be submitted within the time stipulated by the Company.
26. Vendors have to submit the soft copy of RFP response in a Pen-Drive, which is super scribed as "Request for Proposal (RFP) for Empanelment of Information Technology Consultants in response to RFP PSBA/TENDER/IT CNSLT/2025-26/305 dated 30 June 2025". In case of any mismatch between the soft copy and hardcopy of the RFP response, the hardcopy of RFP response will be treated as valid response and relied upon.
27. Jurisdiction of the Court-The jurisdiction of the Court is Mumbai
28. Confidentiality of the Document- This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## 6.5 Checklist

Interested vendors conforming to the above requirements may respond to the RFP and submit their response along with the following:

1. NEFT Receipt/ Demand Draft for Rs. 25,000/- (non-refundable) by way of Demand Draft favoring PSB Alliance Private Limited payable at Mumbai towards application fee.
2. EMD of Rs. 2,50,000/- (Rs. Two Lakhs Fifty Thousand Rupees only)- by Bank Guarantee as per Annexure 5
3. Covering Letter Format as per Annexure 1
4. Compliance to Scope of Work & Terms and Conditions as per Annexure 2
5. Vendor Profile as per Annexure 3
6. Summary of the understanding of the Company's requirements by the vendor as described above in Terms of Reference (Maximum 10 pages)
7. List of Vendor's major customers where the solution is running as per Annexure 4
8. Soft Copy of RFP response in a Pen drive
9. Compliance to Eligibility Criteria as per Annexure 7
10. All other documents to support the eligibility criteria like audited balance sheet, PL account etc.
11. Copy of Power of Attorney or Authorization letter from the Company for the Authorized signatory.
12. Undertaking as per Annexure 8.
13. RFP opening authorization letter format to be brought at the time of opening of RFP, as per Annexure 6.

All RFP responses should be arranged in the above serial order and submitted.

## 7. Annexures

### 7.1 Annexure 1: Covering Letter Format

Date:

To,  
Sr. Manager IT  
PSB Alliance Pvt. Ltd.  
Unit 1,3 rd. Floor,  
VIOS Tower, Near  
Wadala Truck  
Terminal, Wadala  
East, Mumbai-400037.

Dear Sir,

RFP Reference: PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025

Having examined the RFP document including all Annexure's, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide IT Consultancy Services.

If we are shortlisted, we undertake to participate in the detailed RFP process

- We enclose a Demand Draft for **Rs. 25,000 (Rupees Twenty-Five Thousand Only)** in favour of PSB Alliance Private Limited as application fee.
- We also enclose Bank Guarantee for **Rs. 2,50,000 (Rupees Two Lakhs Fifty Thousand Only)** towards EMD.
- We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as stipulated in the conditions contained in RFP.
- We will ensure due participation, support and physical involvement of our team during the overall Project, as applicable.
- We agree that unless expressly overridden by any specific agreement to be entered into in between the Company and the Vendor, this RFP document shall be the governing document for arrangement between the Company and the Vendor in the interim.

Our PAN number for Income Tax is \_\_\_\_\_

We are registered with the GST authorities and our registration numbers are as follows.

GST Registration Number is \_\_\_\_\_

#### **Our Bank Details:**

Name and Type of Bank Account:

Name of the Bank and Branch Address:

Account Number:

IFSC Code

We accept all the Instructions and Terms and Conditions of the subject RFP Place:

Date:

Seal & Signature of the Bidder

## 7.2 Annexure 2: Compliance to Scope of Work & Terms of RFP

RFP Reference: PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025

To,  
Sr. Manager IT  
PSB Alliance Pvt. Ltd.  
Unit 1,3 rd. Floor,  
VIOS Tower, Near  
Wadala Truck  
Terminal, Wadala  
East, Mumbai-400037.

Dear Sir,

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

Place:

Date:

Seal & Signature of the Bidder

### 7.3 Annexure 3: Vendor Details

Date:

To,

Sr. Manager IT

PSB Alliance Pvt. Ltd.

Unit 1,3 rd. Floor, VIOS Tower, Near

Wadala Truck Terminal, Wadala

East, Mumbai-400037.

Dear Sir,

RFP Reference: PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025.

The Vendor Profile

#	Particulars	Details
1.	Name of the Vendor	
2.	Address of Head Office/Registered Office	
	Telephone number	
	E-mail Address	
	Website address of the Company	
	Key person (s) with contact details	
3.	Address of <b>Mumbai Office</b>	
	Telephone number	
	E-mail Address	
	Website address of the Company	
	Key person (s) with contact details	
4.	Authorized Official with Name, Designation, Contact Phone No./Mobile No. / FAX No. etc. for the RFP	
5.	Services Proposed	
6.	Number of years of experience in providing IT Consultancy Services	
7.	Enclose copies of Income Tax registration and last Income Tax clearance certificate	

**We hereby confirm our adherence as per terms and conditions of the RFP and for the services proposed against this RFP and hereby undertake to support the obligations as set out in the RFP in respect of such information, documents, equipment and services proposed. We also confirm that we will be able to support the Project in Mumbai as applicable.**

**We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our tender is liable to be rejected.**

Place:

Date:

Seal & Signature of the Bidder

7.4 Annexure 4: List of Major Customers

Date:

RFP Reference: PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025

List of Major Customers where Vendor has provided IT Consultancy Services

#	Name & Complete Postal Address of the Customer	Name, Designation, Phone, email address of the contact person (s)	Mention year of providing Services	Whether Reference letter is enclosed	Project Status

***(Enclose necessary documentary proof)***

Place:

Date:

Seal & Signature of the Bidder

## 7.5 Annexure 5: Format for Bank Guarantee in lieu of EMD

In consideration of the PSB Alliance Private Limited (a company constituted under the provisions of the Companies Act 1956, having registered office at Unit 1,3<sup>rd</sup> Floor, VIOS Tower Terminal, Near Wadala Truck Terminal, Wadala East, Mumbai- 400037) having agreed to exempt

..... (hereinafter called "the said Vendor") from the demand, under the terms and conditions of an RFP bearing reference no PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025 issued by the said PSB Alliance Private Limited (hereinafter called "the said RFP"), of EARNEST MONEY DEPOSIT for the due fulfilment by the said VENDOR of the various terms and conditions contained in the said RFP on production of a Bank Guarantee for **Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)**, we, ..... [indicate the name of the bank issuing the Bank Guarantee] (hereinafter referred to as "the Bank") at the request of ..... [Vendor] do hereby undertake to pay to the PSB Alliance Private Limited an amount not exceeding **Rs 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)** against any loss or damage caused to or which would be suffered or would be caused to or suffered by the PSB Alliance Private Limited by the said VENDOR due to breach of any of the terms or conditions contained in the said RFP.

We ..... [indicate the name of the bank] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the PSB Alliance Private Limited stating that the amount claimed is due by way of loss or damage caused to or breach by the said Vendor of any of the terms or conditions contained in the said RFP or by reason of the Vendor's failure to perform their obligations or/and duties under the said RFP. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)**.

We undertake to pay to the PSB Alliance Private Limited any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment, as made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Vendor for payment thereunder and the Vendor shall have no claim against us for making such payment.

We,..... [indicate the name of the bank] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the obligations or/and duties under the said RFP and that it shall continue to be enforceable till all the claims or dues, if any, of the PSB Alliance Private Limited under or by virtue of the said RFP have been fully paid and its claims satisfied or discharged or till PSB Alliance Private Limited certifies that the terms and conditions of the said RFP have been fully and properly carried out by the said Vendor and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liabilities under this guarantee thereafter.

We ..... [indicate the name of bank] further agree with the PSB Alliance Private Limited that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by the PSB Alliance Private Limited against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said Vendor or for any forbearance, act or omission on the part of the PSB Alliance Private Limited or any indulgence by the PSB Alliance

Private Limited to the said Vendor 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 us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

We,..... [indicate the name of Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PSB Alliance Private Limited in writing.

Notwithstanding anything contained herein:

- i. Our liability under this Bank Guarantee shall not exceed **Rs 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only)**.
- ii. This Bank Guarantee shall be valid up to..... and
- iii. 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 (date of expiry of Guarantee).

Dated the ..... day of ..... for..... [indicate the name of Bank]

**Note:**

1. Vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

## 7.6 Annexure 6: Authorization Letter Format

Date:

To,  
Sr. Manager IT  
PSB Alliance Pvt. Ltd.  
Unit 1,3 rd. Floor,  
VIOS Tower,  
Near Wadala Truck Terminal,  
Wadala East, Mumbai-400037.

Dear Sir,

RFP Reference: PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025

Subject: Authorization letter for attending RFP opening

This has reference to your RFP for Empanelment of Information technology Consultants

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the response opening of the above RFP No.: PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025 on \_\_\_\_\_ on behalf of our organization.

The specimen:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

## 7.7 Annexure 7: Eligibility Criteria Compliance

We submit our compliance to:

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
1	The Consultant should be a company registered under Companies Act, 1956 / 2013 / LLP Act, 2008/ partnership, operating in the field of IT Consultancy/ IT Advisory practice for at least 5 years as on the date of RFP. The Vendor should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.	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	The Consultant should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2021-22, 2022-23 & 2023-24) as per audited financial statements.	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2021- 22, 2022-23 & 2023-24)	
3	The Consultant should be profitable in last three financial years (i.e., 2021- 22, 2022-23 & 2023-24)  In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration.	Copy of the audited balance sheet of the company for the consecutive last three financial years (2021- 22, 2022-23 & 2023-24)	
4	Consultant should not have been black-listed by (the Central/any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India as on the date of submission of bid.	Self-declaration to this effect on the company's letter head should be submitted.  Vendor has to submit a Declaration in the format as mentioned in the Annexure – VIII.	
5	The Bidder should have presence of more than five years in India and possess expertise in carrying out IT Consultancy.	Self-declaration to this effect on the company's letterhead should be submitted.	
6	Firm should be prime bidder and no consortium is allowed for the services to be offered	Undertaking to be submitted	
7	The Bidder should have provided consultancy for: 1)Vendor selection for procurement of IT infrastructure or applications. OR 2)Project management implementation.	Credential letter OR Copy of Purchase Order/ Contract copy	

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
	<p>In at least one Scheduled Commercial Bank in India with 1500+ branches or NBFC with over 500+ branches or Government sector or PSU undertaking.</p> <p>*Ongoing engagements will be considered</p>		
8	<p>The bidder should have neither failed to perform on any agreement during the last three years in BFSI sector as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Vendor or its Affiliates/Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach. In case of any such termination, it should have been approved/ upheld by any court decree or arbitral award against the bidder to such effect.</p>	<p>A self-declaration to be furnished by the Vendor on the Company's letter head signed by the authorized signatory for the same.</p>	

Place:

Date:

Seal & Signature of the Bidder

## 7.8 Annexure 8: Undertaking to be given by Vendor

Date:

To,

Sr. Manager IT

PSB Alliance Pvt. Ltd.

Unit 1,3 rd. Floor,

VIOS Tower,

Near Wadala Truck Terminal,

Wadala East, Mumbai-400037.

Dear Sir,

RFP Reference: PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025

1. We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfil the same.
2. We further confirm that all the information as per requirement of the Company have been included in our response.
3. Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Company. We understand that any deviation may result in disqualification of our response.
4. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

Place:

Date:

Seal & Signature of the Bidder

## 7.9 Annexure 9: Non-Disclosure Agreement (NDA) Format

(On Rs.100 non-Judicial stamp paper)

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

BY AND BETWEEN ..... 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 Companies Act, 1956 is a Non-Government Company having its Corporate Office at Unit 1,3 rd. Floor, VIOS Tower, Near Wadala Truck Terminal, Wadala East, Mumbai-400037 (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 an umbrella organization for 12 Public Sector Banks in India primarily focusing on delivering innovative & customer friendly technology solutions and intends to Appoint an IT 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 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 Mumbai 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

## 7.10 Annexure 10: 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 Empanelment of Information Technology Consultants, requires any clarification 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 receiving pre-bid queries will be formally responded to and questions/points of clarification and the responses will be published on the site valid 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

<b>RFP Reference No.: PSBA/TENDER/IT CNSLT/2025-26/305 dated 30-June-2025</b>				
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