



PSB Alliance Private Limited

Promoted by Banks

Corrigendum 1

For

**RFP for Empanelment of Information Technology
Consultants**

(RFP Ref. No. PSBA/TENDER/IT Cnslt/2022-23/003 dated 12/09/2022)

Date: 21/09/2022

1. Revised Clauses

In reference to the RFP for Empanelment of Information Technology Consultants vide Tender No. PSBA/TENDER/IT Cnslt/2022-23/003 dated 12/09/2022, the following clauses are amended:

#	Clause Reference	Original Clause	Revised Clause
1.	Section 3: Scope of Work	Addition	Scope mentioned in the RFP 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 empanelled bidders
2.	Section 3.1: Detailed Scope of Work,	Assist PSB Alliance in overall business / IT / Digital strategy formulation	Assist PSB Alliance in overall IT / Digital strategy formulation for the Company or its member Banks as and when the need arises.
3.	Section 4: Eligibility Criteria, Pt. 2	Supporting Document: Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2019-20, 2020-21, 2021-22)	Supporting Document: Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three financial years (2019-20, 2020-21, 2021-22) <i>*Bidders may submit copy of CA Certificate for the FY 2021-22 with the provisional/ unaudited figures. However, Bidders are required to submit an undertaking confirming that audited financials will be shared with PSB Alliance as and when audited.</i>
4.	Section 4: Eligibility Criteria, Pt.3	Supporting Document: Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20,2020-21,2021-22)	Supporting Document: Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20,2020-21,2021-22) <i>*Bidders may submit copy of CA Certificate for the FY 2021-22 with the provisional/ unaudited figures. However, Bidders are required to submit an undertaking confirming that audited financials will be shared with PSB Alliance as and when audited.</i>
5.	Section 4: Eligibility Criteria, Pt.4	Consultant should not have been black-listed by (the Central / any of the State Governments or any Financial Institutions in India as	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 /

#	Clause Reference	Original Clause	Revised Clause
		on date of RFP submission) any bank / institution in India.	institution in India as on the date of submission of bid.
6.	Section 4: Eligibility Criteria, Pt.5	The Bidder should have presence of more than three years in India and possess expertise in carrying out IT Consultancy	The Bidder should have presence of more than five years in India and possess expertise in carrying out IT Consultancy
7.	Section 4: Eligibility Criteria, Pt.8	The bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Vendor or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach.	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
8.	Section 4: Eligibility Criteria, Pt.9	The bidder should be CERT-IN empanelled organization Supporting Document: Valid copy of the CERTIN-IN empanelment certification as on date of submission of the bid.	Clause stands deleted
9.	Section 4.1 – Application Fees and Earnest Money Deposit	The application can be downloaded from PSB Alliance Private Limited website. Application fee of Rs. 20,000/- is to be submitted along with the RFP response by way of DD.	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 5. Type of A/c: Current A/c
10.	RFP Schedule	Last Date for Submission of RFP Proposal 30th September 2022, 3:00 PM	Last Date for Submission of RFP Proposal 7 th October 2022, 5:00 PM
11.	RFP Schedule	Date of opening of RFP Proposal 30 th September 2022, 3:30 PM	Date of opening of RFP Proposal 7 th October 2022, 5:30 PM

2. Revised Technical Scoring Criteria:

Particulars	Maximum Marks
Experience	30

Particulars	Maximum Marks
<p>The Bidder should have provided consultancy for vendor selection and technology consulting (strategy formulation, operations consulting, white paper / concept note development) including project management services.</p> <p>Supporting Document: Purchase Order/ Contract/Credential letter from the Client. On-going engagements will be considered.</p> <p>Scoring Methodology</p> <ul style="list-style-type: none"> • 30 Marks- If at least 2 BFSI/ NBFC organizations out of which at least 1 organization should be a Public Sector Bank with 2000+ branches • 20 Marks- If at least 2 BFSI/NBFC organizations out of which at least 1 organization should be a Scheduled Commercial Bank with 1500+ branches. 	
<p>Team Structure & Qualification of Resources</p> <p>Project Director: The proposed Project Director should have Management Consulting experience and should have experience in the following areas:</p> <ol style="list-style-type: none"> 1. Strategy Formulation 2. RFP Preparation 3. Vendor Evaluation & Selection 4. Data Centre Infrastructure/Hardware 5. IT Project management 6. Cyber Security 7. Networking 8. Data Analytics 9. Digital strategy / consulting <p>All past credentials for the individual will be counted irrespective 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>Project Manager The proposed Project Manager should have Management Consulting experience and should have experience in the following areas:</p> <ol style="list-style-type: none"> 1. Strategy Formulation 2. RFP Preparation 3. Vendor Evaluation & Selection 4. Data Centre Infrastructure/Hardware 5. IT Project Management 6. Cyber Security 7. Network strategy / consulting 8. Digital strategy / consulting 9. Data warehousing <p>All past credentials for the individual will be counted irrespective whether the work done was in the existing organization or previous ones.</p>	30

Particulars	Maximum Marks
<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>Supporting Document: Resource CV and Self-declaration signed by Authorized Signatory confirming the contents of the CV submitted and each of the criteria mentioned</p> <p>Scoring Methodology</p> <ul style="list-style-type: none"> • 30 Marks- If Project Director has 12+ years & Project Manager has 7+ years of experience in at least 7 areas as mentioned above. • 20 marks- If Project Director has 12+ years & Project Manager has 7+ years of experience in at least 5 areas as mentioned above. 	

3. Other Terms and 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 were not adequately or clearly defined due to unforeseen circumstance 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 notices, the following shall be the current address:

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

6. Contract Agreements

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

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 need 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 the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that PSB Alliance may have suffered due to delay in performance of the obligations relating to delivery of services by the bidder. Services will be treated as incomplete in one / all of the following situations

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

For delay in services PSB Alliance may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 0.5 (half) percent of the 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 (mentioned in section 8) and the Liquidated damages will be subject to a maximum of 10% of the overall value of the particular engagement. PSB Alliance will impose either Penalty or Liquidated damages as the case may be but not both simultaneously.

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 of Earnest Money Deposit / Invoking EMD Bank Guarantee However, PSB Alliance will have the absolute right to charge penalty and/or liquidated damages as per RFP/contract without giving any cure period, at its sole discretion

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 1 - 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 shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by PSB Alliance

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 solution 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 bidder 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 / its Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.

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

Annexure 1: Non-Disclosure Agreement (NDA) Format

(On Rs.100 non-Judicial stamp paper)

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

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

AND

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

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

WHEREAS:

1. PSB Alliance is engaged in the business of XX and intends to Appoint 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 the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

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

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

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

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

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

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

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

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

- a Information regarding PSB Alliance and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
 - b any aspect of PSB Alliance business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
 - c Business processes and procedures; or
 - d Current and future business plans; or
 - e Personnel information; or
 - f Financial information.
- 3. Publications:** The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of PSB Alliance
- 4. Term:** This Agreement shall be effective from the date hereof and shall continue till the expiration of the Contract or till termination of this Agreement by PSB Alliance., whichever is earlier. The Vendor hereby agrees and undertakes to PSB Alliance that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to PSB Alliance all information received by it from PSB Alliance for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to PSB Alliance. To certify in writing upon request of PSB Alliance that the obligations set forth in this Agreement have been complied with.

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

- 5. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by PSB Alliance to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with PSB Alliance
- 6. Remedies:** The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to PSB Alliance if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, PSB Alliance may suffer immediate irreparable loss for which monetary compensation may not be adequate. PSB Alliance shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to PSB Alliance shall include PSB Alliance costs and expenses of enforcement (including the attorney's fees).
- 7. Entire Agreement, Amendment and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This

Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable

- 8. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
- 9. **General:** The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

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

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

- 10. **Waiver:** A waiver (whether express or implied) by PSB Alliance of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent PSB Alliance from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.
- 11. **Resolution of Dispute:** All disputes, claims or differences arising out of or in connection with the execution, interpretation and performance of this Agreement arising between the Vendor & PSB Alliance out of or in relation to the construction, meaning and operation of effect of the contract or breach thereof shall be settled amicably. If, however, the parties fail to resolve the dispute, claims or differences within a period of 30 (thirty) days from the dispute being referred to them, such dispute, claim or differences shall be referred to a court of having competent jurisdiction by either of the party. Any court of competent jurisdiction located in XX shall have exclusive jurisdiction for adjudication of the dispute.
- 12. The NDA forms part of the Contract, dated and would be governed by the same.
- 13. **Counterparts:** This agreement has been executed in two originals. Both Parties, shall keep one original each and both together shall constitute a single agreement between the Parties.

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

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

Designation

For and on behalf of PSB Alliance

Designation

Format for Terms and Conditions Deviations

Bidder's request for Clarification - to be submitted as part of the RFP technical response along with the submission.

If, bidder, desiring to respond to RFP for Empanelment of Information Technology Consultants, requires any deviations to the terms and conditions mentioned above, it may communicate with PSB Alliance using the following format. However, PSB Alliance decision to accept or reject any deviation will be final and binding on the bidder

RFP Reference No.: PSBA/TENDER/IT Cnslt/2022-23/003 dated 12th September 2022				
S/N	Page No.	Section No.	Existing Clause	Bidder's Remark