

**Responses to Queries for RFP Reference No: PSBA/TENDER/IT Cnslt/2022-23/003 dated 12<sup>th</sup> September 2022**

| Sr No | Page No. | Section No.             | Clause   | Bidder's Remark  | PSB Remark   |
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| 1     | 6        | 4. Eligibility Criteria | The Consultant should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2019-20, 2020-21 & 2021-22) as per audited financial statements.   | We are an MSME, NSIC registered firm and a recognized Start-Up by DIPP.<br><br>As Tender Fee and EMD is exempted for MSME bidders, we request to please consider it and provide us relaxation on said terms. | Please be guided by the RFP.                         |
| 2     |          |                         | The Bidder should have presence of more than three years in India and possess expertise in carrying out IT Consultancy   |  | Please be guided by the RFP                          |
| 3     |          |                         | The Bidder should have provided consultancy for vendor selection for procurement of IT infrastructure and applications including project management, implementation and support in at least one Scheduled Commercial Bank in India with 1500+ branches.<br>*Ongoing engagements will be considered |  | Please be guided by the RFP                          |
| 4     |          |                         | The bidder should be CERT-IN empanelled organization   |  | Clause stands deleted. Please refer to Corrigendum 1 |

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| 5     | 4        | 2 Project Objective        | 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 empanelled IT consultants and quotations / bids will be invited from them. The lowest commercial bid received from the empanelled consultants for the given requirement will determine the successful consultant for the respective consultancy work / IT Project. | <p>As mentioned in the clause that for every assignment PSB Alliance will call for the quotations / Bid by providing the details like scope. Evaluation methodology.</p> <p>Since the empanelment will be done based on the Eligibility and Technical scoring criteria so please clarify how the evaluation will be suppose to be done on assignment basis.</p> <p>In industry whenever empanelment is done only quotation was called based on the scope, deliverables, Timelines and payment terms and the L1 empaneled bidder win the same.</p> <p>Since it is already mentioned that lowest commercial bid received will determine the successful consultant so please clarify on the evaluation methodology and its purpose</p> <p>So we request to please remove evaluation for each separate work which will save the time also for an organization otherwise it will same as floating a separate RFP every time</p> | The clause in the RFP remains unchanged. PSB Alliance at its discretion, basis the nature of project will decide and communicate to all empanelled bidders the evaluation methodology. As clarified in the pre-bid some engagements may require the bidder to have specific credentials due to the nature of the work to be performed. So in cases there will be additional eligibility / scoring criteria specified. Empanelment does not necessarily mean that all bidders will be able to undertake all kinds of engagements. |
| 6     | 4        | 3.1 Detailed 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.   | Please elaborate on the Financial Modelling  | The scope given in the RFP is broad based and just a guidance for the bidders. As explained in the pre-bid for every engagement there would be a specific scope of work document, payment terms, timelines, additional criteria / scoring etc.. So for this point please be guided by the RFP  |
| 7     | 5        | 3.1 Detailed Scope of Work | Assist PSB Alliance in overall business / IT / Digital strategy formulation  | Since this is a IT consultant RFP but in scope PSB alliance has mentioned about the business strategy. An IT consultant will never be able to provide the business strategy so we request to remove the same forms scope   | Consultant will be responsible for formulation of IT and/ or Digital Strategy as per requirements for the company or its member banks. Business strategy is not something that we are envisaging in as part of this requirement. Please refer to corrigendum 1.  |

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| 8     | 5        | 3.1 Detailed Scope of Work | Re-engineering and re-define business processes including process maps and journeys.  | Please confirm the process and Journey mentioned here are the IT process and not the business Process  | Today most of the processes have IT interventions. In every area of operations there are IT intervention. So when we are drawing up process journeys / maps one has to take into consideration the same.  |
| 9     | 6        | 4. Eligibility Criteria    | The Consultant should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2019-20, 2020-21 & 2021-22) as per audited financial statements.                                  | Our Audited Balance sheet for year 2021-22 is still not published so we request to consider CA Certificate   | 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. Please refer to Corrigendum 1 |
| 10    | 6        | 4. Eligibility Criteria    | The Consultant should be profitable in last three financial years (i.e., 2019-20,2020-21,2021-22)<br>In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration. | Our Audited Balance sheet for year 2021-22 is still not published so we request to consider CA Certificate   | 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.Please refer to Corrigendum 1  |
| 11    | 6        | 4. Eligibility Criteria    | The bidder should be CERT-IN empanelled organization  | CERT-IN empanelment is only required for Security Auditing which is a very small part of the whole consultancy scope mentioned in the RFP. So we request to please remove the same | Clause stands deleted. Please refer to Corrigendum 1  |

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| 12    | 15       | 6.3 Instructions to the Vendors              | A pre-bid meeting of the intending vendors will be held at 03:00 PM on 20th September 2022 at PSB Alliance Private Limited, 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines Junction, Mumbai 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 19th September 2022 5:00 PM as per the pre-bid query format in Annexure 9. No queries will be entertained after pre-bid meeting. Authorized representative 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. | We request to please conduct the meeting on hybrid mode i.e., physical as well as online so that everyone can participate and put their points in the meeting | Link for attending pre-bid meeting over VC was shared with all interested bidders.   |
| 13    | 7        | 4.1 Application fees & 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.   | We request PSB Alliance to please allow online transfer   | Bidders can submit Tender Fees in the form of Demand Draft or NEFT as per the NEFT details provided below :<br>- Payee Name : PSB Alliance Pvt Ltd<br>- Bank Name : State Bank of India<br>- Bank A/c No: 41204656705<br>- IFSC Code : SBIN0001821<br>- Type of A/c : Current A/c<br>Please refer to Corrigendum 1 |

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| 14    | 10       | 5. Evaluation of Bids          | Minimum Overall Qualifying mark to become eligible as per the technical scoring criteria for empanelment is 80 out of 100.                      | How many vendors will PSB alliance is going to empanel   | All bidders who qualify in the Eligibility & Technical Criteria will be eligible for empanelment  |
| 15    | 13       | Clause 6 Point 4               | The Vendor must furnish the names and details of the vendor by whom the project will be carried out.  | What names are required? the Bidder if successful will be the Vendor? Bidder cannot provide names of the persons who will be working on the project.   | Bidder is required to share details of key project personnel who will be involved with PSB Alliance during the tenure of the empanelment. Like the engagement partner / director and engagement manager as per the technical scoring.   |
| 16    | 13       | Clause 6 Point 5               | The Vendor will be the single point of contact/reference to the Company. The Company will enter into agreement with the Empanelled Consultants. | We understand that the Bidder will be provided with the Draft agreement and will have the opportunity to discuss and agree the terms of the contract.  | An MSA will be drafted by PSB Alliance which will be signed by all the empanelled bidders. The critical terms are mentioned as part of the corrigendum 1. The Company is open for discussion with the empanelled bidders. However, the decision of the Company will be final and binding. |
| 17    | 19       | Annexure 1 : - covering letter | We accept all the Instructions and Terms and Conditions of the subject RFP  | This is referring to terms in the RFP. We understand this to mean that, since there are no contractual terms in the RFP, what is being referred to here is the bidding process and scope. Contractual terms will be in the separate agreement and those will be mutually discussed.<br><br>We also assume that this is not a no deviation bid and bidder can put its deviation during submission | Please refer to the response in given in the point above  |
| 18    | 2        | RFP schedule                   | Last Date for Submission of RFP Proposal 30th September 2022, 3:00 PM   | We request PSB alliance to provide a extension of atleast 2 weeks  | Please be guided by the RFP. Last date for submission of RFP Proposal is extended to 7th October 2022 At 5:00 PM & last date for opening of RFP Proposal is extended to 7th October 2022 at 5:30 PM.Please refer to Corrigendum 1.  |

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| 19    | 6        | 4. Eligibility Criteria; Pt.2 | The Consultant should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2019-20, 2020-21 & 2021-22) as per audited financial statements.<br>Supporting Documents:<br>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) | Our Financials for FY 2021-22 are under audit. We request you to please accept Provisional Financials for the FY 2021-22. Additionally, we confirm to submit the copy of financials once audited. | Bidders may submit copy of CA Certificate for the FY 2021-22 with the provisional/ unaudited figures.<br>However, Bidders are required to submit an undertaking confirming that audited financials will be shared with PSB Alliance as and when audited. Please refer to Corrigendum 1 |
| 20    | 6        | 4. Eligibility Criteria; Pt.3 | The Consultant should be profitable in last three financial years (i.e., 2019-20,2020-21,2021-22)<br>In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration.<br>Supporting Documents:<br>Copy of the audited balance sheet of the company for the consecutive last three financial years (2019-20,2020-21,2021-22)  |   | Bidders may submit copy of CA Certificate for the FY 2021-22 with the provisional/ unaudited figures.<br>However, Bidders are required to submit an undertaking confirming that audited financials will be shared with PSB Alliance as and when audited. Please refer to Corrigendum 1 |
| 21    | 4        | 3                             | 3.1  | Who are the potential competitors?  | Requisite details will be shared with the empanelled bidders for specific projects as and when required  |
| 22    | 4        | 3                             | 3.1  | What technology used in existing environment and who are the alliances?   | Requisite details will be shared with the empanelled bidders for specific projects as and when required  |
| 23    | 4        | 3                             | 3.1  | What are the Backend frontend technologies used?  | Requisite details will be shared with the empanelled bidders for specific projects as and when required  |
| 24    | 4        |                               | 3.1  | Existing solution is On-Prem or cloud solution and who is providers?  | Requisite details will be shared with the empanelled bidders for specific projects as and when required  |
| 25    | 4        | 3                             | 3.1  | Is this solution distributed or centralized?  | Requisite details will be shared with the empanelled bidders for specific projects as and when required  |
| 26    | 4        | 3                             | 3.1  | What is the scale of existing solution?   | Requisite details will be shared with the empanelled bidders for specific projects as and when required  |
| 27    | 4        | 3                             | 3.1  | What are the available solutions in the market, known once?   | Requisite details will be shared with the empanelled bidders for specific projects as and when required  |
| 28    | 4        | 3                             | 3.1  | What are the compliances being integrated in existing solutions?  | Requisite details will be shared with the empanelled bidders for specific projects as and when required  |

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| 29    | 4        | 3           | 3.1                  | Geographical presence of solution/services   | Requisite details will be shared with the empanelled bidders for specific projects as and when required |
| 30    | 4        | 3           | 3.1                  | Does PSB provides service/solutions to private banking sector as well?   | Requisite details will be shared with the empanelled bidders for specific projects as and when required |
| 31    | 6        | 4           | Eligibility Criteria | <p>Being an experienced player in this space, we have done similar works for various Govt./Pvt. Sector organizations including Strategy formulation, vendor evaluation and selection, project management, market research / study, financial modelling and sourcing strategy etc.Limiting the experience only with Scheduled Commercial Banks may be a bit inflexible and restrictive in nature of the RFP.</p> <p>Therefore, we request that the updated clause may be read as: <b>The Bidder should have provided consultancy for vendor selection for procurement of IT infrastructure and applications including project management, implementation, and support in Scheduled Commercial Bank/ Govt. institutions/ Govt. bodies/ Pvt. Sector in India.</b></p> | Please be guided by the RFP   |

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| 32    | 11       | 5           | Evaluation of bids   | <p>Yet again, limiting the experience only with Scheduled commercial banks shows the closed nature of the RFP. Having exhaustive experience in implementing various new industry-wide business / IT projects, private cloud, etc.; including requirement assessment, RFP preparation, bid evaluation, vendor selection, etc., we are eager to be empanelled with your esteemed organization. <b>Therefore, we request that the updated clause may be read as:</b></p> <p><b>Experience:</b> The Bidder should have provided consultancy for vendor selection through open tendering including project management services to Scheduled Commercial Bank/ Public Sector Bank/ Govt. institutions/ Govt. bodies/ Pvt. Sector in India.</p> <p><b>Supporting Document: Purchase Order/ Contract/Credential letter from the Client. On-going engagements will be considered.</b></p> <p><b>Scoring Methodology</b></p> <ul style="list-style-type: none"> <li>• 30 Marks- If more than 15 projects in the last 5 financial years with at least 4 projects in BFSI sector.</li> <li>• 20 Marks- If more than 5 projects in the last 5 financial years with at least 2 projects in BFSI Sector.</li> </ul> | Please be guided by the RFP  |
| 33    | 2        | 0           | Last Date for Submission of RFP Proposal - 30th September 2022, 3:00 PM  | Request extension of RFP proposal submission for atleast 2 weeks (15 days).   | Please be guided by the RFP. Last date for submission of RFP Proposal is extended to 7th October 2022 At 5:00 PM & last date for opening of RFP Proposal is extended to 7th October 2022 at 5:30 PM. Please refer to Corrigendum 1 |
| 34    | 5        | 3.1         | Conduct benchmarks and market survey for available solutions/ players, perform cost benefit analysis, undertake price discovery, peer PSB Alliance's review etc. | What are the solutions for which the benchmark is to be conducted?  | Requisite details will be shared with the empanelled bidders   |

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| 35    | 5        | 3.1         | 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. | Do you have the list of pre-determined initiatives for RFP scope or the consultant needs to determine the list of initiatives for the RFP scope? | Requisite details will be shared with the empanelled bidders.<br>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) & payment terms will be shared with the empanelled bidders |
| 36    | 5        | 3.1         | Provide advisory services to the Company for vendor evaluation, selection, technical assistance, PMO for its projects.   | Has the projects been identified or the consultant is supposed to identify the projects?   | Requisite details will be shared with the empanelled bidders.<br>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) & payment terms will be shared with the empanelled bidders |
| 37    | 5        | 3.1         | Work with PSB Alliance for projects of member Banks  | Request you to provide the list of projects for the member banks.  | Requisite details will be shared with the empanelled bidders.<br>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) & payment terms will be shared with the empanelled bidders |

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| 38    | 5        | 3.1         | <p>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.</p> <p>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.</p> <p>Provide program governance and management for various initiatives undertaken by the Company or for its member banks.</p> <p>Industry and trend analysis global and domestic for identified initiatives</p> | Do you want to benchmark PSB alliance against the global players for the identified initiatives? | <p>Requisite details will be shared with the empanelled bidders.</p> <p>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) &amp; payment terms will be shared with the empanelled bidders</p> |
| 39    | 5        | 3.1         | Re-engineering and re-define business processes including process maps and journeys.  | Which are the business processes in scope for re-engineering?                                    | <p>Requisite details will be shared with the empanelled bidders.</p> <p>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) &amp; payment terms will be shared with the empanelled bidders</p> |
| 40    | 6        | 4(7)        | <p>The Bidder should have provided consultancy for vendor selection for procurement of IT infrastructure and applications including project management, implementation and support in at least one Scheduled Commercial Bank in India with 1500+ branches.</p> <p>*Ongoing engagements will be considered</p>   | Most of the documents are confidential, hence we assume it will be provided on a no-name basis.  | Please be guided by the RFP   |

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| 42    | 4        | 3.1              | Scope of Work   | We suggest the following payment milestones. Please refer to the attached excel.  | Requisite details will be shared with the empanelled bidders.<br>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) & payment terms will be shared with the empanelled bidders   |
| 43    | 4        | 2                | The lowest commercial bid received from the empanelled 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 empanelled bidders in writing. | Need more clarity on this.<br>Weightages of the technical and commercial proposal is not provided in the RFP.<br>Proposed weightage suggested as per the industry standards is 70-30.   | This is an empanelment.<br>No commercials are to be submitted.<br><br>Individual detailed Project Scope will be shared with Empanelled Bidders as per requirement and commercials will be sought.  |
| 44    | NA       | No clause in RFP | Team alignment for project exhibition   | The location of the team is not mentioned in the RFP. Looking at the post-COVID environment, we suggest a hybrid working arrangement for the successful execution of the 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 utilised 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.  |
| 45    | NA       | No clause in RFP | Covid 19 Crisis   | If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract. | If there are any directives imposed by the local administration that reasonably restricts 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. |

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| 46    | 4        | 2           | 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 empanelled IT consultants and quotations / bids will be invited from them   | Need more clarity on this.   | Please be guided by the RFP. The clause is very clear. The same was also explained in detail at the time of pre-bid.   |
| 47    | 5        | 3.1         | 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<br>Review of PSB Alliance's Information/Cyber Security Infrastructure  | Need current infra and cyber architecture of PSB Alliance  | Requisite details will be shared with the empanelled bidders.<br>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) & payment terms will be shared with the empanelled bidders   |
| 48    | 11       | 5           | Experience, The Bidder should have provided consultancy for vendor selection through open tendering including project management services<br><ul style="list-style-type: none"> <li>• 30 Marks- If at least 2 BFSI organization out of which at least 1 organization should be a Public Sector Bank with 2000+ branches</li> <li>• 20 Marks- If at least 2 BFSI organization out of which at least 1 organization should be a Scheduled Commercial Bank with 1500+ branches.</li> </ul> | Request to change the following scoring criteria to<br>-30 Marks- If at least 2 BFSI/NBFC organization out of which at least 1 organization should be a Public Sector Bank with 2000+ branches<br>-20 Marks- If at least 2 BFSI/NBFC organization out of which at least 1 organization should be a Scheduled Commercial Bank with 1500+ branches | Experience, The Bidder should have provided consultancy for vendor selection through open tendering including project management services<br><ul style="list-style-type: none"> <li>• 30 Marks- If at least 2 BFSI / NBFC organization out of which at least 1 organization should be a Public Sector Bank with 2000+ branches</li> <li>• 20 Marks- If at least 2 BFSI / NBFC organization out of which at least 1 organization should be a Scheduled Commercial Bank with 1500+ branches. Please refer to Corrigendum 1.</li> </ul> |

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| 49    | 4        | 2           | 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 empanelled IT consultants and quotations / bids will be invited from them. The lowest commercial bid received from the empanelled consultants for the given requirement will determine the successful consultant for the respective consultancy work / IT Project | The RFP is understood to be a technical empanelment and no fee rates are to be submitted. Hence, request you to forfeit the tender fee amount. | Please be guided by the RFP. This clause does not talk about forfeiting. |

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| 50    | NA       | No clause in RFP | Limitation of Liability - Liability is unlimited or not documented | <p>Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language:</p> <p><i>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i></p> | <p>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.</p> |

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| 51    | NA       | No clause in RFP | Arbitration - No arbitration clause   | <p>We request client to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and Meity guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion:</p> <p><i>"In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be the _____."</i></p> | <p>All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Mumbai and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English. The laws applicable to this contract shall be the laws in force in India. The contract shall be governed by and interpreted in accordance with Indian law. The Successful Bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the PSB Alliance or unless the matter is such that the work cannot possibl upon the other party and does not involve error or mistake in any form.</p> <p>ring Methodology</p> <ul style="list-style-type: none"> <li>• 30 Marks- If more than 15 projects in the last 5 financial years with at leas</li> </ul> |
| 52    | 30       | 4                | Annexure 8 - 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 | The Client is requested to allow us to submit the blacklisting declaration based on the present status of our blacklisitng / debarment as on date of submission of the bid.   | <p>Yes, your understanding is correct.</p> <p>Bidder should not be 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 as on the date of submission of the bid.Please refer to corrigendum 1.</p>   |

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| 53    | 7        | 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 | We request the client to consider that PwCPL ("the Company") has long standing operations in India and it would be unusual for a company of this stature to not be party in certain litigations in its ordinary course of business. However, PwCPL believes that if these litigations are adversely determined, the same will not impact the Company's ability to perform the services under this RFP. Hence, we request the client to modify the undertaking/qualification criteria to the effect that there should only be a declaration (without litigation history) regarding the pending litigation and their impact on the ability of the Bidder to perform services under the proposed tender. | Bidder may give a declaration that no past/present litigation pending before any court or authority by or against the Bidder shall adversely affects or restrict the Bidder ability to provide the requisite service to PSB Alliance. The Bidder shall also confirm that there are no embargo/ stay on the bidder as on date of submission of Bid.  |
| 54    | 6        | 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  | We request the client to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to the aforesaid clarifications. Please confirm.   | 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. Please refer to corrigendum 1. |

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| 55    |          | No clause in RFP | No acceptance criteria  | <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</i></p> | <p>Requisite details will be shared with the empanelled bidders.</p> <p>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) &amp; payment terms will be shared with the empanelled bidders. We agree that success of the projects lies in both parties doing their bit of work on time. We will ensure that there is an acceptance criteria in the specific engagements that will be shared subsequently for each project.</p> |
| 56    | 4        | 2                | PSB Alliance intends to empanel Consultants for its various IT and Business activities / initiatives that it undertakes from time to time.  | List of initiatives taken or to be taken along with the category would need to be clearly defined   | <p>Requisite details will be shared with the empanelled bidders.</p> <p>Also, this is an indicative scope and based on case to case basis, detailed scope of work, deliverables along with evaluation methodology (where applicable) &amp; payment terms will be shared with the empanelled bidders.</p>  |
| 57    | 4        | 3.1              | 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, private cloud, MSME ecosystem etc | etc to be removed to fix the scope boundary or other initiatives needs to be mentioned clearly  | <p>Requisite details will be shared with the empanelled bidders.</p> <p>Also, this is an indicative scope and based on case to case basis, detailed scope of work along with evaluation methodology &amp; payment terms will be shared with the empanelled bidders. You can ignore etc..</p>  |

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| 58    | 4        | 3.1         | 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, private cloud, MSME ecosystem etc. This will include assessment<br>Page 5 of 31<br>of requirement, preparation of a well-researched RFP, evaluation of bids, attending technical presentations, site visits etc.   | Remove 'etc' and also clarify the number of sites to be visited along with the Location detail  | Requisite details will be shared with the empanelled bidders.<br>Also, this 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. You can ignore etc.. |
| 59    | 5        | 3.1         | 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 the 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 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 | Activity/Services needs to be clearly defined   | Requisite details will be shared with the empanelled bidders.<br>Also, this 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.                      |
| 60    | 5        | 3.1         | Work with PSB Alliance for projects of member Banks  | Relevant commercial respect to this activity to be part of this response or to be finalized later on the basis of the future scope of work? | This 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. No commercials need to be submitted along with the response to this RFP.                    |

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| 61    | 5        | 3.1         | Any other scope that the Company may wish the consultants to undertake over the period of the empanelment.   | Need clarify on that with respect to time and efforts  | Requisite details will be shared with the empanelled bidders.<br>Also, this 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. You can ignore etc..         |
| 62    | 6        | 4           | The Consultant should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2019-20, 2020-21 & 2021-22) as per audited financial statements. | We request PSB Alliance to accept the Audited Financial Statements for the financial years - 2018-19, 2019-20 & 2020-21 as we are yet to publish our Audited Financial Statements for FY 2021-22. We are not in a position to submit the Provisional statement too.<br>Alternatively, we request PSB Alliance to accept a certificate from the Chartered Accountant that we have registered a turnover of more than Rs.50 Crores for FY 2021-22. | Bidders may submit copy of CA Certificate for the FY 2021-22 with the provisional/ unaudited figures.<br>However, Bidders are required to submit an undertaking confirming that audited financials will be shared with PSB Alliance as and when audited.Please refer to corrigendum 1 |
| 63    | 6        | 4           | The Consultant should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2019-20, 2020-21 & 2021-22) as per audited financial statements. | We request PSB Alliance to please clarify if the turnover figures will include revenues from Audit & Tax Services. The turnover should be from IT Consultancy Services as Audit & Tax Services are not part of the scope of the RFP  | Refers to the turnover of the bidding entity  |
| 64    | 6        | 4           | The Consultant should have minimum annual turnover of Rs. 50 Crores per year during the last three financial years (2019-20, 2020-21 & 2021-22) as per audited financial statements. | We request the PSB Alliance to amend the clause to include turnover from only IT Consultancy Services from operations in India only. It is possible that a low-end bidder with major revenues from Audit & Tax services can be empanelled as there is no qualification criteria for turnover from IT Consultancy Services.   | Please be guided by the RFP   |

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| 65    | 6        | 4           | The Consultant should be profitable in last three financial years (i.e., 2019-20,2020-21,2021-22)<br>In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration.  | We request PSB Alliance to accept the Audited Financial Statements for the financial years - 2018-19, 2019-20 & 2020-21 as we are yet to publish our Audited Financial Statements for FY 2021-22. We are not in a position to submit the Provisional statement too.<br>Alternatively, we request PSB Alliance to accept a certificate from the Chartered Accountant that we are a net profit making entity (from Indian Operations only) for FY 2021-22. | Bidders may submit copy of CA Certificate for the FY 2021-22 with the provisional/ unaudited figures.<br>However, Bidders are required to submit an undertaking confirming that audited financials will be shared with PSB Alliance as and when audited. Please refer to corrigendum 1. |
| 66    | 6        | 4           | The Consultant should be profitable in last three financial years (i.e., 2019-20,2020-21,2021-22)<br>In case of a wholly owned subsidiary, the net worth of parent/ holding company will be taken into consideration.  | Net worth and profit of the bidding company should be taken into consideration. The legal entity that is not bidding should not be qualified.  | Refers to the net-worth & profit of the bidding entity only   |
| 67    | 6        | 4           | The Bidder should have presence of more than three years in India and possess expertise in carrying out IT Consultancy   | As the PSB Alliance is a Company which has been created by the Public Sector Banks (PSBs) as its members and will cater to PSBs, we request the clause to be amended as below:<br>"The Bidder should have presence of more than five years in India and possess expertise in carrying out IT Consultancy in Public Sector Banks"   | The Bidder should have presence of more than 5 years in India and possess expertise in carrying out IT Consultancy. Please refer to corrigendum 1.  |
| 68    | 6        | 4           | The Bidder should have provided consultancy for vendor selection for procurement of IT infrastructure and applications including project management, implementation and support in at least one Scheduled Commercial Bank in India with 1500+ branches.<br>*Ongoing engagements will be considered | This clause allows for a low-end bidder with no completed engagements also to become eligible and be empanelled. Considering that the empanelled bidders will be working for PSBs in India, it is imperative that the bidders should have at least 5 completed assignments in PSBs in the area of IT Consultancy. We strongly suggest that ongoing engagements to not be considered.   | Please be guided by the RFP   |

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| 69    | 11       | 5           | Corporate Health, i.e. Existence in India for Consultancy Services<br>Supporting Document: Copy of Certificate of Incorporation   | We strongly suggest that the Corporate Health be adjudged based on the number of years of IT Consultancy Services that the Bidder has provided and it should be scored accordingly.<br>We suggest the following scoring methodology to be used:<br>Scoring Methodology<br><ul style="list-style-type: none"> <li>• 10 Marks- More than 15 years of IT Consultancy Services</li> <li>• 8 Marks- More than 10 years, less than 15 years of IT Consultancy Services</li> <li>• 5 Marks- More than 7 years, less than 10 years of IT Consultancy Services</li> </ul> | Please be guided by the RFP   |
| 70    | 11       | 5           | Experience<br>The Bidder should have provided consultancy for vendor selection through open tendering including project management services.  | Why is only vendor selection considered for scoring? The RFP scope is extensive and includes IT Consultancy Services. Vendor Selection is a very low-end service and we strongly suggest the clause include IT Consultancy Services in the areas of analytics and datawarehousing implementation, risk solutions implementation, etc. so that quality bidders are empanelled.  | Please refer to Corrigendum 1   |
| 71    | 11       | 5           | Experience<br>The Bidder should have provided consultancy for vendor selection through open tendering including project management services.<br>Scoring Methodology<br><ul style="list-style-type: none"> <li>• 30 Marks- If at least 2 BFSI organization out of which at least 1 organization should be a Public Sector Bank with 2000+ branches</li> <li>• 20 Marks- If at least 2 BFSI organization out of which at least 1 organization should be a Scheduled Commercial Bank with 1500+ branches.</li> </ul> | We request PSB Alliance to amend the scoring methodology as below:<br>Scoring Methodology<br><ul style="list-style-type: none"> <li>• 30 Marks- If at least 10 BFSI organization out of which at least 3 organization should be a Public Sector Bank with 2000+ branches</li> <li>• 20 Marks- If at least 10 BFSI organization out of which at least 3 organization should be a Scheduled Commercial Bank with 1500+ branches.</li> </ul>  | Please refer to the revised clause in the corrigendum 1.<br>We would want the bidders to understand that this is an empanelment processes and for specific scope of work there might be additional evaluation / technical scoring criteria. |

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| 72    | 11       | 5           | <p>Project Director:<br/>The proposed Project Director 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> </ol> | <p>We wish to highlight that these areas of services are not in line with current trends and the Project Director and Project Manager should be evaluated on their experience in recent technologies such as Analytics, Datawarehousing, Digital Transformation, etc. These are low-end services due to which low-end consulting firms will be empanelled.</p> | <p>Please refer to the revised clause in the corrigendum 1. We would want the bidders to understand that this is an empanelment processes and for specific scope of work there might be additional evaluation / technical scoring criteria.</p> |