RFP Ref. No. PSBA/PROC/2026-27/0468 Dated: 12th November 2026

Request for Proposal for Compliance Tool

RFP Ref. No. PSBA/PROC/2026-27/0468

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

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

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Schedule of Events

RFP Reference No.	:	PSBA/PROC/2026-27/0468 Dated 11th November 2026
Date of RFP Document release	:	12th November 2026
Last date for submission of queries	:	19th November 2026
Date of Pre-Bid Meeting	:	26th November 2026 at 03:00 PM Pre-bid meeting will be done through Video Conferencing. Bidders, as part of the pre-bid queries, will send a link separately to their respective mail IDs mentioned for correspondence.
Last date for submission of RFP Response/Bid	:	5th December 2026 till 05:00 PM
Address for Submission of Bids	:	**PSB Alliance Private Limited** Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai - 400037.
Date of Opening of Bids	:	We will notify the date and time of Commercial Bid Opening to the technically qualified bidders.
Issued By	:	PSB Alliance Private Limited
Contact Person	:	Mr. Akshay Firodiya
Telephone	:	+91 9404517522
Email	:	cs@psballiance.com / vaibhav.khatri@psballiance.com/ Shivam.shahi@psballiance.com
Non-refundable Tender Application Fee	:	Tender Application fee of Rs. **10,000/-** (Rupees Ten Thousand only) is to be submitted on or before the bid response submission by way of a Demand Draft favoring PSB Alliance Pvt. Ltd. payable at Mumbai OR NEFT as per the detailed below: • Payee Name: PSB Alliance Private Limited, • A/c No.: 41204656705 • IFSC Code: SBIN0001821 • Account Type: Current A/C
Earnest Money Deposit (EMD)	:	INR 2,00,000/- (Indian Rupees Two Lakhs only) **Validity period-** Valid for a period of 6 months. OR **EMD can be deposited by means of a Bank Guarantee issued by a Scheduled Commercial Bank** **OR** NEFT as per detailed below: • Payee Name: PSB Alliance Private Limited,

		• A/c No.: 41204656705 • IFSC Code: SBIN0001821 • Account Type: Current A/C **as per Annexure-J.**

1. Introduction

1.1 About PSB Alliance

"PSB Alliance Private Limited" (herein after referred to as the “Company”) is an umbrella organization for all Public Sector Banks primarily focusing on delivering financial and non-financial banking services. This Company would drive this project on behalf of all the onboarded Banks (12 PSBs/Regional rural banks/Private Banks etc.).

PSB Alliance Private Limited (“the Company”) invites proposals from reputed and experienced vendors for the supply, implementation, and support of an Enterprise-wide Compliance Management Solution.

The objective is to automate and strengthen the Company’s compliance monitoring framework in line with applicable regulatory requirements and other statutory authorities.

1.2 Project Objective

The Company intends to implement a comprehensive, integrated, workflow-based Compliance Management Solution that:

- Enables identification, tracking, and monitoring of compliance obligations
- Facilitates risk-based compliance assessment and testing
- Provides real-time dashboards and reporting to management
- Ensures effective collaboration among stakeholders
- Automates regulatory updates and compliance workflows

1.3 Please Note

- The prospective bidder will be invited to attend the pre-bid meeting through the VC link.
- All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/ Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder.
- Tender offers will be opened in the presence of the bidder’s representatives who choose to attend the opening of the tender on the specified date, time and place.
- Terms and Conditions and various formats and proforma for submitting the tender offer are described in the tender document and Annexures.

1.4 Tender Document

The tender document may be downloaded from the Company’s official website https://www.psballiance.com/tenders-and-notices.html

2. Structure of RFP

1. An overview of services to be provided by the Bidder.
2. Only bidders meeting the Eligibility Criteria / Technical Bid Evaluation, and successful bidders will advance to Commercial Bid Opening.
3. The commercial evaluation methodology shall be followed to select the successful Bidder(s).
4. The terms and conditions to which this RFP and the Bidder responses shall be subject to PSB Alliance shall enter a separate contract after selecting the bidder, which shall detail the terms and conditions.

A detailed set of annexures is provided to the bidder for formulation of responses for evaluation covering sections such as functional requirements, technical requirements, etc. The list of such annexures is provided in the table below.
Bid Formats attached in this document

Annexure ReferenceContent

Annexure A: Eligibility Criteria Compliance Form
Annexure B: Technical Proposal Format
Annexure C: Compliance Certificate
Annexure D: Proposed Agency Profile
Annexure E: Confirmation of Terms & Conditions
Annexure F: Tender Offer Cover Letter
Annexure G: Submission Checklist
Annexure H: Non-Disclosure Agreement
Annexure I: Integrity Pact
Annexure J: EMD
Annexure K: PBG
Annexure L: Pre-Bid Queries Format

3. Eligibility Criteria

Bidder's Eligibility Criteria Documents Required

#	Bidder's Eligibility Criteria	Documents Required
1	The bidder should be a Government Organization/ PSU/ or a Public Limited Company/ Private Limited Company/ LLP under companies act in India.	Certificate of Incorporation
2	The Bidder should have an office presence in Mumbai.	Copy of document with office address in Mumbai.
3	The Bidder should have been in existence for a minimum period of five year in India.	Certificate of Incorporation
4	The bidder must have an average annual turnover of at least Rs. 5 Crore during the last three (3) financial years i.e. 2023-24, 2024-25 and 2025-26	1. Audited Financial statements for the respective financial year and/or 2. Published Balance Sheet and/or 3. CA Certificate
5	The Bidder should have a positive net worth in the last financial year (FY 2025-26).	1. Audited Financial statements for the respective financial year and/or 2. Published Balance Sheet and/or 3. CA Certificate
6	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.
7	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Copy of GST certificate to be submitted. 2. Copy of PAN Card to be submitted.
8	The bidder should have a **minimum employee strength of Fifteen (15) personnel** on its payroll.	Self-Declaration letter by Bidder authorized signatory.
9	The bidder must demonstrate availability of qualified resources across technology, compliance, and support functions.	Self-Declaration letter by Bidder authorized signatory.
8	The bidder must have demonstrated experience in providing Compliance Management Solutions and/or related services. The bidder should have an established client base across Private Sector, Public Sector, and LLP entities. The bidder shall provide a list of clients along with brief details of services rendered.	Copy of the Purchase Order or contract stating the Scope of Work.

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

***Bidders not qualified in Eligibility criteria will not be taken further in the selection process.**

4. Scope of Work

The agency/service provider shall be responsible for the following deliverables:
The selected bidder shall provide a full-stack Compliance Management Solution, including software, implementation, regulatory content, and ongoing support.

4.1 Technology Platform

The proposed solution shall include the following modules:

4.1.1 Regulatory Obligation Register (ROR)

- Centralized repository of all applicable regulatory obligations
- Capture granular compliance requirements with references (law, regulator, provision, due date, penal clauses, etc.)
- Risk and control mapping based on CRCA framework
- Workflow for task assignment, tracking, and closure with evidence
- Maker-checker approval system with escalation matrix
- Automated alerts, reminders, and deviation approvals
- Near real-time regulatory updates (T+1 basis)
- Configurable dashboards and reports

4.1.2 Regulatory Interface / Communication Management

- Register of all regulatory communications, inspections, notices, and submissions
- Workflow-based tracking of responses and timelines
- Dashboard for monitoring status and deliverables
- Preparation of Compliance policy, framework & procedure for company

4.1.3 Compliance Monitoring & Testing (CMT) / Audit

- Compliance testing planning and execution
- Control design and effectiveness testing
- Risk-based audit capability under Three Lines of Defence
- Online submission of responses with document uploads
- Generation of regulatory reports
- Dashboard for tracking audit/testing status

4.1.4 Compliance Risk & Incident Management

- Compliance Risk and Control Assessment (CRCA) framework
- Periodic risk scoring (quarterly/half-yearly/annual)
- Incident reporting for regulatory and policy breaches
- Root Cause Analysis (RCA) and Action Taken Reports (ATR)
- Dashboard for incident and risk monitoring

4.1.5 Compliance Advisory & Certification

- Workflow for raising and resolving compliance queries
- Searchable repository of advisory responses
- Automated compliance certifications at defined intervals

4.1.6 Internal Compliance Management

- Monitoring of internal policy and SOP-based compliances
- Workflow, alerts, and dashboards similar to ROR

4.1.7 Document Management System (DMS)

- Central repository for compliance documents and policies

- Version control, audit trail, and approval workflows
- Alerts for renewal/expiry of documents

4.1.8 Additional Functional Requirements

- Role-based access controls
- Configurable workflows and reporting
- Integrated helpdesk/ticketing system
- Email/SMS notifications
- Full audit trail and logs

Integration with existing systems (e.g., Active Directory / SSO / APIs)

4.2 Regulatory Coverage

The solution must cover compliance requirements under:

4.2.1 Common Corporate Laws

- Companies Act
- Income Tax and GST
- Labour Laws (all applicable states)
- IT, Data Privacy Laws & ISO 27001
- Environmental and Safety regulations

4.2 .2Industry-Specific Regulations

- Any other applicable regulatory body

4.3 Implementation and Support Services

The bidder shall provide:

4.3.1 Implementation Services

- Identification of applicable laws and regulatory mapping
- Creation of Regulatory Obligation Register (ROR)
- Risk and control mapping
- System configuration (entities, users, roles, workflows)
- Integration with existing systems
- Data migration and checklist upload
- User training and go-live support

4.3.2 Post Go-Live Support

A. Regulatory Intelligence

- Continuous monitoring of regulatory updates
- Impact analysis and system updates
- Maintenance of compliance calendars

B. Technical Support

- System maintenance, upgrades, and bug fixes
- Infrastructure support (Cloud)
- Backup and disaster recovery

C. Helpdesk Support

- Ticket-based support mechanism
- Multi-level support (L1–L4)
- Defined response timelines and SLAs
- User training and onboarding support
- Provision of on-site/physical support for troubleshooting and issue resolution where remote support

mechanisms are unable to resolve the issue

D. Training and Knowledge transfer

- Training for new users and role-based user groups
- Preparation and maintenance of user manuals, SOPs, and training materials
- Knowledge transfer to designated administrators and support teams
- Conduct awareness sessions on new features, enhancements, and regulatory changes

4.4 Deployment Requirements

The solution should support:

CLOUD HOSTING – SaaS (Vendor-based)

i. System should be hosted on any MeitY empanelled cloud (Dedicated Cloud) The DC and the DR should be in different seismic zones
ii. The bidder is required to provide a minimum of 2 separate cloud environments i.e. Production, Disaster Recovery. The bidder is expected to replicate the production environment in the DR.
iii. PSB Alliance needs dedicated cloud/account; shared clouds/account are not acceptable.
iv. The deployment in the cloud should have a Business Continuity Plan and should be able to offer Compute and block storage service from its datacentre locations in India with a minimum SLA of 99.99% on these services.
v. The bidders must include the cost of cloud including System installation, maintenance, backup, storage in the commercial bid.
vi. Bidder has to provide and manage entire infrastructure during the contract duration.
vii. Deploy agent-based monitoring for Cloud infrastructure monitoring and track system usage and usage reports
viii. Security features like, Data Encryption, Data at Rest, Data Masking, Access Management, Third Party Authentication Support, etc.
ix. Cloud service provider should be certified with the latest industry standards like ISO 27001/ ISO 27017/ ISO 27018.
x. System should have responsive UI/UX
xi. System should have the ability to support all standard web browsers like MS Internet Explorer, Edge, Google Chrome, Mozilla, Opera, etc., and Operating Systems like MS Windows, Mac, etc.
xii. The cloud infrastructure should be located and operating in India only and data localization be ensured.
xiii. The cloud should have its own CSP Managed CDN service to reduce application access latency, and should have minimum 30 or more locations from which they are able to offer cloud native CDN services
xiv. Full managed centralised backup service: Back up key data stores, such as volumes, databases, and file systems, across cloud resources, Policy based Centralized & automated data protection management with Write Once Read Many (WORM), role-based access control and Backup activity monitoring
xv. The cloud infrastructure must offer secure, durable, and highly scalable object storage that supports redundancy with at least two copies of data stored within two different Meity empanelled data centres, ensuring high availability and fault tolerance. The object storage must support multi-part uploads for large objects, allowing independent, parallel uploads of object parts in any order. The CSP must support strong consistency for object storage, ensuring read-after-write consistency for PUT operations on new objects. This guarantees that newly written data is immediately available for retrieval without eventual consistency delays. Must provide versioning along with object lock for WORM (Write-Once-Read-Many) compliance, object lifecycle management, object-level encryption using customer-managed keys, and fine-grained access controls, cross-region replication.
xvi. The system shall have single view of security alerts and compliance status, below mentioned native service to provide a single place that aggregates, organizes, and prioritizes the security alerts, or findings, from multiple services and sources -
    - Threat Management service
    - Identity and Access Management
    - Centralized firewall manager
    - Audit Manager
    - Vulnerability Management

- Encryption Key Management
- Password or Secrets Management
- Web Application Firewall
- DDoS Protection
- Network Firewall with IPS and IDS capability
- Cloud Security Posture Management
- Malware detection in object and block storage

4.5 Service Level Requirements (Indicative)

Severity Level	Description	Response Time
Critical	System unavailable	Within 1 hour
High	Major functionality impacted	Within 2 hours
Medium	Partial impact	Within 4 hours
Low	Minor issues / queries	Within 1 working day

4.6 Deliverables

The selected bidder shall deliver:

- Fully configured Compliance Management System
- Regulatory Obligation Register
- Dashboards and reports
- Training materials and documentation
- Ongoing regulatory updates and support

4.7 Additional Requirement

The bidder shall:

- Assist in preparation and implementation of a comprehensive Compliance Policy for the Company, including:
  - o Compliance governance structure
  - o Roles and responsibilities
  - o Risk management framework
  - o Monitoring and reporting mechanisms

4.8 Exclusions (Indicative)

- Legal opinions or interpretation of laws
- Litigation or legal representation
- Advisory services beyond agreed scope
- Custom developments unless mutually agreed

4.9 Instructions to Bidders

- Bidders shall submit detailed technical and commercial proposals
- Proposals must include product details, implementation approach, timelines, and support model
- Any deviations from the scope must be clearly highlighted
- The Company reserves the right to accept or reject any proposal without assigning reasons

5. Terms & Conditions

The following are the general terms and conditions proposed to be included in the Contract. The company reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.
The Bidder(s), selected for the project, will have to enter into a contract agreement directly with the Company. The contract agreement will contain various terms and conditions relating to payment, delivery, commissioning and acceptance, support during periods of services, penalty due to delay in performance etc. Information provided by the bidder for compliance tools will also form a part of the agreement.
Bidders not complying with the terms and conditions of the RFP are liable to be rejected.
The successful bidder must initiate work on the project within 15 days of execution of the contract. The first page of the contract agreement shall be on a stamp paper of appropriate value.
The bill for the services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document.
The payment to the service provider shall be made in accordance with the actual quantity of services/procurement as verified by the competent authority.
GST and any other applicable taxes will be levied additionally on all the line items.

General Terms & Conditions:

5.1 Terms of Assignment

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

5.2 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Company, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment. All prospective Bidders may check Company’s web site for amendments, and it will be binding on them.
Company may, at its discretion, extend the last date for bid-submission.
Company reserves the right to scrap the tender at any stage without assigning any reason.

5.3 Confidentiality of Bid Document

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

5.4 Documents Consisting of the Bid

The Bid prepared by the Bidder shall comprise the following components:
Technical Bid – Part I of the bid document. The Bidder shall furnish as part of its technical bid, documents establishing the bidder’s experience to perform the Contract. As part of its technical bid, the bidder should submit documents agreeing to the bid’s terms and conditions. The documentary evidence of the Bidder’s qualifications to perform the Contract if its bid is accepted, shall establish to the Company’s satisfaction:

- That, the Bidder has the financial and technical capability necessary to perform the Contract.
- That, the Bidder meets the qualification requirements
- Bid document as per format enclosed in Annexure

- Duly Signed and Stamped RFP Document with Corresponding corrigendum/addendums The Company may, at its discretion, reject any bid document not accompanied by the above.

5.5 Adherence to Terms & Conditions

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

5.6 Execution of Agreements/ NDA

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

5.7 Substitution of Project Team Members

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

5.8 Professionalism

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

5.9 Expenses

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

5.10 Performance Bank Guarantee

1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) of 10% of the total Purchase Order (PO) value for the entire duration of the contract, additionally claim period of 6 (Six) months, validity starting from its date

of issuance. The PBG shall be submitted within 15 days of issuance of the PO.

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

5.11 Single Point of Contact

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

5.12 Applicable Law and Jurisdiction of Court

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

5.13 Project Timeline

Contract Duration: The proposed contract duration is Two (2) years. The project timelines for the execution of the contract will be as follows:

- Contract Award & Signing – Within 15 days of final bidder selection.
- Project Kickoff – Within 7 days of contract signing.

Any delays beyond the agreed timelines without prior approval from PSB Alliance will be subject to penalties as per the terms specified in the contract.

Liquidated Damages

The Company will consider the inability of Bidder to deliver the services as per scope of work and terms and conditions within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of Bidder. The liquidation damages represent an estimate of the loss or damage that the Company may have suffered due to a delay in performance of the obligations by Bidder

and is applicable only if the delay is solely attributable to Bidder.

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

- Non-delivery of any component or other services mentioned in the order
- Non-delivery of supporting documentation

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

Further, the Company also reserves the right to cancel the order and invoke the Bank Guarantee/Performance Guarantees in case of inordinate penalty in the execution of the compliance services. The company may provide a cure period of 30 days and thereafter foreclose the Bank guarantee without any notice. In the event of the Company agreeing to extend the date of delivery at the request of Bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Company before the expiry of the original Bank guarantee.

Failure to do so will be treated as breach of this RFP. In such an event the Company, however, reserves it's right to foreclose the Performance Bank Guarantee.

5.14 Force Majeure

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

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

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

5.15 Authorized Signatory

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

5.16 Indemnity

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

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

awarded by the Court.

5.17 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of the Company and any such sale, lease, assignment or transfer otherwise made by the selected Bidder shall be void and of no effect.

5.18 No Employees- Employee Relationship

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

5.19 Vendor's Liability

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

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

5.20 Intellectual Property Right

Each Party shall always retain the exclusive ownership to its Pre-existing Material. All Intellectual Property Rights in the Deliverables of Compliance tool developed specifically for the Company, shall be owned by the Company. In the event that any of the Deliverables or work products do not qualify as works made for hire, Bidder hereby assigns to Company all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

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

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

5.21 Subcontracting

The bidder shall subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract with the prior written consent of the Company. However, the bidder must note that the subcontracted personnel shall have the same qualification / skill set as asked for bidder's team deployment in the RFP / subsequent corrigendum

document – these will be confirmed through the documentary evidence submitted by the bidder to the Company. Compliance to SLA will be the bidder's responsibility.

5.22 Dispute Resolution

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

5.23 Ownership of Deliverables

All the deliverables as per scope of this RFP will become the property of Company, provided, however, there will be no transfer of ownership of the bidder's intellectual property rights contained in such deliverable. However, any customization done specifically for the Company by the bidder during the tenure of the contract will be the intellectual property of the Company.

5.24 Exit Management

Purpose

- Transfer of Assets
- Cooperation and Provision of Information

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

- Information relating to the properties shared by the Company, and reports
- All other data relevant to the Compliance tool project and confidential information

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

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

Transfer of certain Agreements

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

5.25 Contract Period

The contract period shall commence from the date of acceptance of the Purchase Order (PO) and shall remain valid for an initial period of three (3) years. The contract may be extended for a further period of up to two (2) years, on mutually agreed terms and conditions.

5.26 Integrity Pact

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

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

5.27 Payment Terms

The term of the contract will be Two (3) years. The Bidder must accept the payment terms proposed by the Company as proposed in this section.

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

Procedure for claiming payments:

The invoices and other documents related to completion of the work must be duly authenticated by Bidder. The Company reserves the right to reject any invoice that is incorrect, incomplete, or not supported by the required documents. The Bidder shall re-submit a corrected invoice for processing.

If any invoice remains unpaid in a particular financial year due to incorrect details or delay in submission, the Bidder must provide a revised, current-dated invoice to enable processing in the following financial year. If the Bidder fails to provide a revised invoice as required, resulting in GST input credit loss to the Purchaser, the Purchaser shall not be liable for the GST amount. In such cases, payment shall be made only on the base amount.

The Bidder shall raise the invoice for implementation of the compliance tool upon completion of implementation and thereafter shall raise invoices at the end of every quarter (3 months) till the contract period. Payments shall be made in arrears within thirty (30) days from the date of receipt of the correct invoice, along with all required supporting documents and sign off from the user.

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

The bidder needs to ensure they meet the specifications needed to meet the overall requirements of the RFP and service delivery.

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

Note: The pricing should be inclusive of all costs, only taxes will be paid extra.

The Company shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement within 30 days of the receipt of correct invoice. Payment will be made in arrears at the end of every month and accepted by the Company for that month unless otherwise mutually agreed in writing,

provided that such an invoice is dated after such an amount has become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill or any other component of the bill shall be raised by the Company within 21 days from the date of receipt of the invoice, only in exceptional circumstances will Company raise a dispute beyond 21 days. The Bidder is required to provide clarification on the disputes within 14 days of the dispute being highlighted by the Company. In case of Disagreement/dispute between Company and the bidder exists even after receiving the clarifications such dispute can be dealt as per contract provisions. Upon settlement of disputes with respect to any disputed invoice(s), the Company will make payment within thirty (30) Days of the settlement of such disputes.

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

5.28 Erasures of Alteration

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed/ authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

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

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

5.30 Softcopy of Tender Document

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

5.31 Awarding of Purchase Order

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

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

5.32 Compliance with Statutory and Regulatory Provisions

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

5.33 Legal Compliance

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

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

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

5.34 Conflict of Interest

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

5.35 Publicity

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

5.36 Earnest Money Deposit

The Bidder(s) must submit a non-interest-bearing Earnest Money Deposit in the form of Bank Guarantee favoring "PSB Alliance Private Limited" from a scheduled commercial bank in India (as per the format provided in Annexure 11 valid for a period of 6 months for an amount mentioned hereunder:

EMD Amount
INR. 2,00,000.00
(Rupees Two Lakhs Only)

i. Non-submission of Earnest Money Deposit in the format prescribed in RFP may lead to rejection of the Offer. The EMD of Unsuccessful Bidders will be returned to them within 3 weeks on completion of the on-boarding of the Bidder. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (as per the format provided)

The EMD shall be in the form of Bank Guarantee (as per Annexure-11). OR NEFT as per the detailed below:

- **Payee Name:** PSB Alliance Private Limited,
- **A/c No.:** 41204656705
- **IFSC Code:** SBIN0001821
- **Account Type:** Current A/C

ii. It should be issued by a Scheduled Commercial Bank in India, drawn in favor of "PSB Alliance Private Limited".

iii. The EMD may be invoked under the following circumstances:

a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of Commercial Bid Opening).

b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

c. The Bidder violates any of the provisions of the terms and conditions of this tender specification.

d. In case of the successful Bidder, if the Bidder fails:

- To sign the contract in the form and manner to the satisfaction of Banks/Company.
- To furnish Security Deposit in the form and manner to the satisfaction of the Banks/Company within the stipulated time.
- If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Company, in future, as per sole discretion of the Company.
- If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Company, in future, as per sole discretion of the Company.

iv As per recommendations of GOI, the Company has decided to waive off Tender Fee & EMD for MSME entrepreneurs. Exemption from submission of Tender Fees & Earnest Money Deposit (EMD) shall be given to Bidders who are Micro, Small & Medium Enterprises (MSMEs) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or
Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum/ Udyam Registration (as applicable) or any other body specified by Ministry of MSME. Bids received without EMD from Bidders not having valid NSIC registered documents for exemption will not be considered. To qualify for Tender Fees & EMD exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process
of obtaining registration will not be considered for EMD exemption. Traders are excluded who are engaged

in trading activity without value addition / branding / packing. In such a case they will have to submit EMD. MSME Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Company, they will be suspended for a period of three (03) years from being eligible to submit bids for contracts with the Company.

5.37 Confidentiality

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

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

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

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

1. The Party receiving Confidential Information (“Receiving Party”) hereby undertakes to Party disclosing Confidential Information (“Disclosing Party”) as under:

a. to maintain the confidentiality of the Confidential Information.
b. to use Confidential Information only for the purpose of carrying out its obligations under this RFP;
c. not to disclose the Confidential Information to any person or make use of or take advantage of the Confidential Information for any purpose other than as specifically permitted by this RFP;
d. to take all steps necessary to ensure that the Confidential Information is kept confidential and to maintain proper and secure custody of all Confidential Information.
e. not to copy the Confidential Information or permit the copying of the Confidential Information in any form other than as permitted by this RFP;
f. upon request, to return the Confidential Information to the Disclosing Party’s, together with any copies of the Confidential Information, and not to make use of the Confidential Information in any manner to obtain any benefit, right or privilege for itself or for any other person that would not have been available but for it having access to the Confidential Information.

2. The Receiving Party may disclose Confidential Information to any of its officers, employee, agent, assignee, sub-contractor who has a specific need for access to the Confidential Information, but only to the extent that such disclosure is necessary in order to provide Services under this RFP and that such person is bound by obligations of confidentiality.

3. In the event Receiving Party shall disclose the information as stated in clause above, Receiving Party shall:

a. keep a record of all copies provided and make that record available to the Disclosing Party’s on request.

b. Take all precautions to ensure that the copies are protected from unauthorized access or damage.
c. ensure that the copies are returned to the Receiving Party or, in the case of copies stored or reproduced other than in a physical form, expunged, if (i) request is made by the Disclosing Party or (ii) upon completion of the tasks for which the Confidential Information was provided.

4. The obligations of confidentiality under this RFP shall not extend to information that:
a. is public knowledge, other than as a result of a breach of this RFP.
b. is already known to the Receiving Party at the time of disclosure.
c. is obtained by the Receiving Party from a third party who has a lawful right to disclose it.
d. Receiving Party is required to disclose by law, regulation, rule, act or order of any governmental authority or agency, provided that notice is promptly delivered to the Disclosing Party in order to provide an opportunity to seek a protective order or other similar order with respect to such Confidential Information. If the Disclosing Party seeks a protective order or other remedy, the Receiving Party shall promptly co-operate with and reasonably assist the Disclosing Party in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant portions of this RFP, the Receiving Party in consultation with the Disclosing Party, discloses to the requesting entity only the minimum Confidential Information required to be disclosed to comply with the request
e. has been, is being, or later is independently developed by Disclosing Party without use of or resort to Confidential Information.

5. Return of Confidential Information: On the termination or expiry of the Agreement, whichever is earlier or at the Disclosing Party's request during the tenure of the Agreement, all Confidential Information and material supplied by the Disclosing Party granted hereunder shall be destroyed or returned to the Disclosing Party and Receiving Party shall hand over to the Disclosing Party, a letter confirming the destruction of the Confidential Information.
6. The confidentiality obligations under this RFP shall be valid for a period of 2 years from the date of disclosure of the Confidential Information.

5.38 Termination

1. The Company shall be entitled to terminate the agreement at any time by giving at least 30 days' notice if:
a. The bidder breaches its obligations under the tender document or the subsequent agreement if the material breach is not cured within 30 days of the date of notice.
b. The bidder
i. has a winding up order made against it; or
ii. has a receiver appointed over all or substantial assets; or
iii. is or becomes unable to pay its debts as they become due; or
iv. enters any arrangement or composition with or for the benefit of its creditors; or
v. passes a resolution for its voluntary winding up or payment dissolution or if it is dissolved.

2. The bidder shall have the right to terminate only in the event of winding up of the Company.The Company reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 90-day notice period) and recover expenditure incurred by the Company under the following circumstances:

- The selected bidder commits a material breach of any of the terms and conditions of the contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for 7 days upon effects of the bid.
- Termination if progress regarding the execution of contract by the bidder is not as per SLA, Timelines,

scope of the RFP or if any material breach of contract.

- Deduction on account of liquidated damages exceeds 10% of the total contract price. After the award of the contract, if the selected bidder does not sign the contract as per the terms, conditions and timelines as mentioned in RFP or delays execution of the contract, the Company may terminate the contract and may award the same to another bidder. In the event of any termination such a bidder will not be allowed to participate in any further engagements of the Company. In the event of termination, the Company reserves the right to get the balance contract executed by another party of its choice.

6. The Company shall also be entitled to terminate the agreement at any time by giving at least 30 days' notice if:

a. The bidder

(i) has a winding up order made against it; or
(ii) has a receiver appointed over all or substantial assets; or
(iii) is or becomes unable to pay its debts as they become due; or
(iv) enters any arrangement or composition with or for the benefit of its creditors; or
(v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

7. The bidder shall have the right to terminate only in the event of winding up of the Company.

Recovery of Dues

This clause is applicable if for any reason the contract or a part of the Contract is cancelled. The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract. In case of any termination of the contract, the Bidder shall be paid for all the services/ products provided by the Bidder until the date of termination after deducting any penalties, Liquidated damages and/or invoking PBG as the case may be. In the event of termination by the Company, the Bidder shall be paid for the following services rendered till the date of termination:

Effect of Termination

1. Reverse transition mechanism would be activated in the event of cancellation of the Agreement or exit by the parties or 6 months prior to expiry of the Agreement. Bidder should perform a reverse transition mechanism to the Company or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90-day notice period to facilitate an orderly transfer of services to the Company or to an alternative 3rd party / vendor nominated by the Company. When the Company elects to transfer responsibility for service delivery to a number of vendors the Company will nominate Bidder who will be responsible for all dealings with Bidder regarding the delivery of the reverse transition services.
2. The reverse transition services to be provided by Bidder shall include the following:

- Secure extraction and handover of all Company data in a mutually agreed readable format, transition of cloud environments, transfer of software configuration documentation.
- Bidder shall provide adequate documentation thereof.
- The bidder shall jointly manage the services with the Company or designated team for a reasonable period.

3. Knowledge transfer: Bidder shall provide necessary information, documentation to the Company or its designee, for the effective management of the Deliverables under this RFP. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures and policies required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this RFP.

4. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
5. Bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
6. Bidder recognizes that considering the enormity of the assignment are only indicative in nature and Bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by Bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
7. During which Bidder would transfer all knowledge, knowhow and other things necessary for the Company or new vendor to take over and continue to manage the services. Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.
8. The Company shall have the sole and absolute discretion to decide whether the proper reverse transition mechanism over a period of 6 months has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
9. The Company and Bidder shall together prepare the Reverse Transition Plan. However, the Company shall have the sole decision to ascertain whether such Plan has been complied with.
10. Bidder agrees that in the event of cancellation or exit or expiry of the Agreement it would extend all necessary support to the Company, or its selected vendors as may be required for smooth shifting, migration, and continuity of services at the site, without disruption to ongoing operations.
11. Provisions of this RFP which will survive any such termination or expiration shall include Confidentiality, Warranty, Intellectual Property Rights, Indemnity, and Limitation of Liability.

5.39 Jurisdiction

The jurisdiction of the courts shall be only in Mumbai.

5.40 Notices

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

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

5.41 Security

The vendor must ensure Data Privacy, end-to-end Data Encryption (in transit and at rest), and Role-Based Access Control (RBAC). The cloud infrastructure must be ISO 27001 certified and MeitY empanelled. The vendor must provide regular Vulnerability Assessment and Penetration Testing (VAPT) reports and ensure data localization within India.

5.42 Audits

Company can conduct any third-party inspection / audit for any phase. The bidder must make all necessary changes as mentioned by the results of these audits. The company will incur the cost of an appointment of a third party for audit. The bidder must ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.

The Successful Bidder(s) shall allow the Company, its authorized Personnel, its auditors (internal and external) and/or other statutory authorities, and unrestricted right to inspect and audit the operations and

records directly related to the services. The Cost & Accounting Records will be out of scope for the purpose of an audit conducted by the Company. If the Successful Bidder(s) is outsourcing any portion of the above activity, it will be the responsibility of the Successful Bidder(s) to ensure that the authorities/officials as mentioned above are allowed access to the places, systems, processes, records (expect Cost & Accounting Records) etc. of the activity, for inspection and verification.

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

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

5.43 Risk & Title

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

6 General Instructions

6.1 Registration of RFP Process

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

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

6.2 Request for Additional Information

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

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

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

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

6.3 Pre-Bid Meeting

1. The Company plans to hold a pre-bid meeting on the timeline mentioned in Key Information through VC specified in Bid details under introduction note to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered.
2. Shortlisted Bidders will be allowed to participate in the Pre-Bid meeting. Also, Company will allow a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.
3. Bidders are requested to send their queries relating to RFP to our office by e-mail, well in advance so that the same could be discussed during the Pre-Bid meeting with interested Bidders.
4. Non-attendance at the Pre-bid Meeting will not be a cause for the disqualification of a Bidder.
5. The Company will have the liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

6.4 Disqualification

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

6.5 Language of Bid

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

6.6 Period of Validity of Bids

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

6.7 Errors and Omissions

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

6.8 Amendment of Bidding Documents

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

6.9 Authorization to Bid

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

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

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

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

6.10 Recipient Obligation to Inform Itself

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

6.11 Cost Borne by the Respondent

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

6.12 No Legal Relationship

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

6.13 Bid System

- The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign and stamp all pages of the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied by an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- The bidder shall submit his response to the present tender in – "The Technical Bid". In the first stage, only the Technical Bids shall be opened and evaluated as per the criteria determined by the Company. Those bidders satisfying the technical requirements as determined by the Company in its absolute discretion shall be short-listed for submitting and opening their commercial bid. The bidder is required to submit hard copy and soft copy (pen drive) of the technical bid.
- The Company reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
- Bid documents shall be submitted in a single sealed envelope, and other required documents as mentioned in the tender. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures/ Leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the Bidder's seal duly affixed with the Signature and Stamp of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

6.14 Acceptance of Terms

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

6.15 Submission to Company

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

Envelope 1: Technical Bid:

Technical Bid: Envelope with superscriptions as "Technical Bid" should be included within the Envelope I.

This Envelope will contain:

1) Annexure A – Eligibility Criteria Compliance Form

2) Annexure B – Technical Compliance Form
3) And other relevant proof documents
4) All the annexure duly filled and signed by authorized signatory as mentioned in the RFP.

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

The Technical Bid should be complete in all respects and contain all information asked for, except commercial prices. The Technical Bid should include all items asked for in the bid document. The Bidders should note that the technical offer should not contain any price information. The Technical Offer should be complete and indicate that all services and material specifications asked for are quoted. In addition to submitting the hard copies, the Bid Formats dully filled, supporting documents, and bid documents should be submitted in pen drive in pdf format.

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

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

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

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

Name: Sr. Manager – IT & Procurement
Address: PSB Alliance Private Limited Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal,
Wadala East. Mumbai-400 037.

Envelope 2 : Commercial Bid

The sealed commercial bid envelope should be delivered to Sr. Manager IT & Procurement, PSB Alliance Pvt. Ltd. at the address given above. A bidder not found eligible under Technical Bid will not be considered for commercial evaluation and the bidders only qualified in Technical Bid will be called for commercial bid opening.

The bidders need to submit their bids as per the tables below:

Sr. No.	Description	Quarterly Cost	Annual Cost	Total Cost
1	Implementation cost of Compliance Tool (One time cost)	NA	NA	[ ]
2	Quarterly cost for Compliance Tool – for 3 years	[ ]	[ ]	[ ]
Total	**[TCO for 3 years]**			**[ ]**

Total cost of Ownership for 3 years in words _____ .

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

6.16 Late Bids

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

6.17 Modification and Withdrawal of Bid

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

6.18 Bid Opening

1. The Company will open only the Technical Bids as per the schedule mentioned in this RFP. The Commercial Bid of only technically qualified bidders will be open. The Company will notify the date and time of Commercial Bid Submission and Opening to the technically qualified bidders.
2. Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against name of the representative, name of the company/bidder and with full signature of the representative.
3. Each Bid will be numbered serially, signed and dated by the Officers of the Company except printed literature, brochure and reports.
4. The following details will be announced at the bid opening:

a. Bidder's name,
b. Bid Modifications or withdrawals, if any.
c. Technical Details (in case of technical bid opening),
d. Submission or non-submission of Bid Security (in case of technical bid opening) and such other details as the Company, at its discretion, may consider appropriate.

5. Alterations in the bids, if any, made by the bidders should be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening of the Bids. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/ company's representative authorized by the executive who has signed the bid.
6. An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared which will then be signed by all the bidders/representatives and Company officers present at the time of opening of bids. Bids (and modifications sent pursuant to Clause – 6.17 of Section 6) that are not opened and read out at Bidopening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.
7. Commercial Bids of those bidders who fail to technically qualify will be returned unopened to the concerned bidders.The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

7 Evaluation Process

7.1 Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best-fit solution at a competitive price. The evaluation by Company will be undertaken by an Internal Committee formed by the Company or by an external 3rd party. The Company may consider recommendations made by External Experts/Consultants on the evaluation. The decision of the committee shall be final.

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

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

Company may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder must submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. The company reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bids based on the technical bids submitted by them. The company also reserves the right to conduct Reference Site Visits at the bidder's client sites. Based upon the final technical scoring, shortlisting would be made of the eligible bidders for final commercial bidding.

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

7.2 Preliminary Examination of Offers

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

responsive by the Bidder by correction of the non-conformity.

7.3 Technical Evaluation Process

The Technical Proposals of only those bidders who have qualified in the Eligibility Criteria will be evaluated. The company may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and the decision to qualify the bidder shall be accordingly taken by the Company.

7.4 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of offers/bids, The Company may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Company in this regard shall be final, conclusive and binding on the bidder.
The bidder shall notify the Company in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Company reserves the right to accept such an arrangement or reject the proposal outright. Proof of such contracts should be submitted to the Company.

7.5 Technical Eligibility Criteria

1. All bidders meeting the eligibility criteria shall be invited to participate in the technical evaluation/presentation.
2. The technical evaluation/presentation shall be conducted for a total of 100 marks, based on the criteria specified in the RFP. The minimum qualifying score shall be 70 marks out of 100.
3. The technical evaluation shall be qualifying in nature only. All bidders securing 70 marks or above shall be declared technically qualified and considered for commercial bid opening. No additional weightage shall be assigned to technical scores for the purpose of commercial evaluation or final selection.
4. PSB Alliance reserves the right to accept or reject any bid, in whole or in part, at any stage of the bidding process, in accordance with the terms and conditions of the RFP. The decision of PSB Alliance shall be final, subject to applicable rules and regulations.
5. Only bidders declared technically qualified, i.e., those securing at least 70 marks in the technical evaluation, shall be invited for the opening of their Commercial Bids.
6. The Commercial Bids of technically qualified bidders shall be opened on the date and time communicated separately by PSB Alliance.
7. The bidder quoting the lowest evaluated commercial price (L1), in accordance with the terms and conditions of the RFP, shall be considered for award of the contract, subject to compliance with all RFP requirements and approval of the competent authority. Technical scores shall not be combined with commercial scores for determining the successful bidder.

Sr. No.	Parameter	Marks	Scoring criteria	Minutes	Documentary evidence
1	Understanding of the RFP and Scope of Work	10 marks	Demonstration of understanding of business requirements, scope, proposed implementation approach, methodology, project plan and deliverables.	5	Implementation approach and project plan, if not adequately covered in the technical proposal.
2	Age of Firm	10 marks	5 completed years: 5 marks; 6–7 completed years: 7 marks; 8–10 or more completed years: 10 marks.	3	Certificate of Incorporation / Registration or equivalent documentary evidence.
3	Similar Projects and Experience	20 marks	1 completed implementation: 10 marks; 2 completed implementations: 15 marks; 3 or more completed implementations: 20 marks. No marks for zero qualifying implementations.	10	Only projects supported by a valid Work Order / Purchase Order AND a Completion Certificate or Client Certificate confirming the services delivered will be considered.
4	Technical Architecture and Information Security	15 marks	Assessment of the proposed solution architecture, cloud deployment, Production/DR setup, data localisation, security features, backup, monitoring and audit capabilities against the RFP requirements.	15	Proposed architecture diagram, CSP/MeitY empanelment details, relevant cloud/security certificates, and supporting DR/backup documentation.
5	Functional Capabilities, Regulatory Coverage and Updates	15 marks	Assessment of the proposed solution against the RFP's functional modules, regulatory coverage, regulatory update mechanism, compliance calendar, implementation and support requirements.	15	Product brochure / solution note, completed technical compliance matrix, sample regulatory update report and sample compliance calendar.
6	Questions and Answers (Q&A)	30 marks	Clarity, accuracy and completeness of responses to questions from the Evaluation Committee regarding the proposed solution and its compliance with the RFP.	12	No additional document required; evaluation based on responses provided during the presentation.
	Total	**100 marks**		**60 minutes**	

Please Note: For the purpose of evaluation and award of marks during the presentation, only those projects supported by relevant documentary evidence submitted along with the bid shall be considered.

7.6 Key Guidelines

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

7.7 Nature of Bid

Bids will be permitted only from a single entity.

7.8 Information Ownership

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

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

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

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

7.9 Security, Configuration, Monitoring and Audit

The selected agency must ensure a robust security framework for Compliance Tool. The following key aspects must be adhered to:

- All data at rest and in transit shall be protected using industry-standard encryption mechanisms.
- The bidder shall ensure secure configuration management and provide documented configuration

baselines for all application and infrastructure components.

- The solution should maintain complete audit trails for all user activities, configuration changes, approvals, data modifications, and administrative actions with timestamp and user identification.
- Audit logs shall be immutable, searchable, and retained as per the Company's record retention and regulatory requirements.
- The solution should provide real-time monitoring dashboards and automated alerts for system availability, security events, failures, threshold breaches, and operational anomalies.
- The proposed tool shall support integration with enterprise monitoring and SIEM platforms for centralized monitoring and incident management.
- The solution should provide backup, recovery, and business continuity capabilities to ensure minimum service disruption.
- The bidder shall support audit observations, compliance reviews, and provide required reports and evidences during internal, external, or regulatory audits.
- Any configuration changes impacting functionality, security, or compliance shall be controlled through a documented change management process.
- The solution shall generate compliance reports and dashboards for tracking controls, exceptions, corrective actions, and closure status.
- The bidder shall ensure adherence to applicable regulatory, information security, and organizational policies throughout the contract period.

8. Service Levels & Penalties

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

8.1 Penalties

1. Month on month delivery of the services and performance of the services made by the Service Provider shall be strictly in accordance with the time schedule, scope of the project, Turnaround Time (TAT) and other terms & conditions as specified in the Contract and the attached SOW. Any instances in failure of performing the obligation, solely attributable to any act/omission by the Service Provider, in its performance may result in deduction from the monthly invoice of the respective service. Such shall be calculated at the rate of 2% of the monthly service charges for the service concerned, subject to a maximum of 10% of the monthly service charges for that particular service.
2. If the agency uses the brand/name of the company for any other commercial purpose without its prior permission, the agency shall be liable to pay a penalty determined by PSB Alliance, in addition to the right to terminate the contract.

8.2 At-Risk Amount

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

9 Annexures

9.1 Annexure A: Eligibility Criteria Compliance Form

#	Bidder's Eligibility Criteria	Documents Required	Compliance Yes/No
1	The bidder should be a Government Organization/ PSU/ or a Public Limited Company/ Private Limited Company/ LLP under companies act in India.	Certificate of Incorporation	
2	The Bidder should have an office presence in Mumbai.	Copy of document with office address in Mumbai.	
3	The Bidder should have been in existence for a minimum period of five year in India.	Certificate of Incorporation	
4	The bidder must have an average annual turnover of at least Rs. 5 Crore during the last three (3) financial years i.e. 2023-24, 2024-25 and 2025-26.	1. Audited Financial statements for the respective financial year and/or 2. Published Balance Sheet and/or 3. CA Certificate	
5	The Bidder should have a positive net worth in the last financial year (FY 2025-26).	1. Audited Financial statements for the respective financial years and/or 2. Published Balance Sheet and/or 3. CA Certificate	
6	The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.	Self-Declaration letter by Bidder authorized signatory.	
7	The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.	1. Copy of GST certificate to be submitted. 2. Copy of PAN Card to be submitted.	
8	The bidder should have a **minimum employee strength of Fifteen (15) personnel** on its payroll.	Self-Declarationletter by Bidder authorized signatory.	
9	The bidder must demonstrate availability of qualified resources across technology, compliance, and support functions.	Self-Declarationletter by Bidder authorized signatory.	
10	The bidder must have demonstrated experience in providing Compliance Management Solutions and/or related services. The bidder should have an established client base across Private Sector, Public Sector, and LLP entities. The bidder shall provide a list of clients along with brief details of services rendered.	Copy of the Purchase Order or contract stating the Scope of Work.	

9.2 Annexure B: Technical Proposal Format

To,

Sr. Manager – IT & Procurement
PSB Alliance Pvt. Ltd.
VIOS Tower, Wadala East, Mumbai

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

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that the Company can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if the Company observes any misrepresentation of facts on any matter at any stage, the Company has the absolute right to reject

the proposal and disqualify us from the selection process.

4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date fixed for bid opening.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Company will have the right to disqualify us in case of any such deviations.

[Signature]
[Name of Authorized Signatory]
[Designation]
[Date]
Place:
[Name and address of the bidder]
[Company Seal]

9.3 Annexure C: Compliance Certificate

To,

Sr. Manager – IT & Procurement
PSB Alliance Pvt. Ltd.
VIOS Tower, Wadala East, Mumbai

Dear Sir,

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

Dated

(Signature)
(Name of Authorized Signatory) (Designation)
(Date)
Place:
(Name and address of the bidder) (Company Seal)

9.4 Annexure D: Proposed Agency Profile

To,

Sr. Manager – IT & Procurement
PSB Alliance Pvt. Ltd.
VIOS Tower, Wadala East, Mumbai

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

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

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

(Signature)
(Name of Authorized Signatory) (Designation)
(Date)
Place:
(Name and address of the bidder) (Company Seal)

9.5: Annexure E: Confirmation of Terms and Conditions

To,

Sr. Manager – IT & Procurement
PSB Alliance Pvt. Ltd.
VIOS Tower, Wadala East, Mumbai Dear

Sir,

Sub: Request for Proposal for _____

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

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

Yours faithfully,

(Signature)
(Name of Authorized Signatory) (Designation)
(Date)
Place:
(Name and address of the bidder) (Company Seal)

RFP Ref. No. PSBA/PROC/2026-27/0468 Dated: 12th November 2026

9.6: Annexure F: Tender Offer Cover Letter

To,

Sr. Manager – IT & Procurement
PSB Alliance Pvt. Ltd.
VIOS Tower, Wadala East, Mumbai

Dear Sir,

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

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

If our tender offer is accepted, we shall obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

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

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

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

Signature: _____
In the Capacity of :- _____duly authorized to sign the tender offer
for and on behalf of _____

9.7 Annexure G: Submission Checklist

To,

Sr. Manager – IT & Procurement
PSB Alliance Pvt. Ltd.
VIOS Tower, Wadala East, Mumbai

The bidder must ensure that the following have been submitted as a part of the RFP submission process.
Failure to provide any of the documents detailed below could lead to the disqualification of the bidder from the bid.
The following files need to be completed

Functional Specification Document	Submitted (Bidder)
Appendix 1- Bidder's Capability & Experience	

Formats

The following Letters and Formats need to be submitted.

Letter / Format	Submitted (Bidder)
Annexure A: Eligibility Criteria Compliance Form	
Annexure B: Technical Proposal Format	
Annexure C: Compliance Certificate	
Annexure D: Proposed Agency Profile	
Annexure E: Confirmation of Terms & Conditions	
Annexure F: Tender Offer Cover Letter	
Annexure G: Submission Checklist	
Annexure H: Non-Disclosure Agreement	
Annexure I: Integrity Pact	
Annexure J: EMD	
Annexure K: PBG	

(Signature)
(Name of Authorized Signatory) (Designation)
(Date)
Place:
(Name and address of the bidder)
(Company Seal)

9.8 Annexure H: Non Disclosure Agreement

(On Rs.100 non-judicial stamp paper)

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

BY AND BETWEEN

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

AND

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

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

WHEREAS:

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

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

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/furnished by PSB Alliance to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use 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 always 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 the rights of the PSB Alliance in respect of the Confidential Information.If any of the Parties hereto become 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 materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents, and the Vendor agrees to notify PSB Alliance immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement. Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

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

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or

publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of PSB Alliance.

4. Term: This Agreement shall be effective from the date hereof and shall continue till the expiration of the Purpose or termination of this Agreement by PSB Alliance, whichever is earlier. The Vendor hereby agrees and undertakes to PSB Alliance that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to PSB Alliance, all information received by it from PSB Alliance for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor 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 damage & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to PSB Alliance shall include PSB Alliance's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
9. Indemnity: The Vendor shall defend, indemnify and hold harmless PSB Alliance, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, during discharge of its obligations under this Agreement.
10. General: The Vendor shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

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

the fitness of such Confidential Information for any particular purpose.

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

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

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

For and on behalf of ---------- Ltd.
(Designation)

For and on behalf of PSB Alliance ( )
(Designation)

9.9 Annexure I : Integrity Pact

(On Rs.100 non-judicial stamp paper)

PRE-CONTRACT INTEGRITY PACT

General

This pre - bid pre contract Agreement (hereinafter called the integrity pact is made on

day of the month of _____202_, between, on one hand, PSB Alliance Pvt. Ltd., having its headquarters and Corporate Office at _____, acting through _____, _____(hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the first part and M/s _represented by Shri _____, authorized signatory of M/s -----
- (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns)of the second part .

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

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

Now, THEREFORE,

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

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

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

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

1. Commitments of the BUYER

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

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

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or

complete breaches of the above commitment as well as any substantial suspicion of such a breach.

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

3. Commitment of BIDDERS

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

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

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

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

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

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

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

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

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without

supporting it with full and verifiable facts.

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

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

4. Previous Transgression

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

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

5. Earnest money (security deposit)

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

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

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

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

6. Sanctions for violations

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER to recover the payments, already made by the BIDDER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer

(viii) To recover all sum paid in violation of this pact by bidder (s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

7. Fall Clause

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

8. Facilitation of Investigation

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

9. Law and place of jurisdiction

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

10. Other Legal Actions

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

11. Validity

11.1 The validity of this service shall be from date of this signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER. In case BIDDER is unsuccessful, this service shall expire after six months from the date of the signing of the contract.

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

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

13. The parties hereby sign this Integrity Pact at

_____ on _____

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

9.10 Annexure J: Format for Earnest Money Deposit

This Bank Guarantee (hereinafter called "**Guarantee**") is issued by <Name of Bank> (hereinafter "**Guarantor**", which expression shall mean and include its successors) in favour of **PSB Alliance Private Limited** a company incorporated under the Companies Act, 2013 and having its registered office at Unit 1, 3rd Floor, VIOS Commercial Tower,

Near Wadala Truck Terminal, Wadala East.Mumbai-400 037.

(hereinafter referred to as "**Company**") for and on behalf of [•] (hereinafter referred to as the "**Bidder**").

WHEREAS:

1. The Company has issued a Request for Proposal ("**RFP**") for as set out in the RFP reference no. **PSBA/PROC/2026-27/0468.**
2. As per the terms of the said RFP the Bidder needs to furnish a Bank Guarantee for a sum of Rs. [•]/- (Rupees [•] Only) as Earnest Money Deposit.
3. The Bidder, who are our constituents intends to submit their Bid for the said work hereby furnish guarantee in respect of the said sum of Rs. [•]/- (Rupees [•] only).

NOW THIS GUARANTEE WITNESSETH THAT:

1. We the Bank do hereby agree with and undertake to the Company, their successors, assigns that in the event of the Company coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Company, pay without demur to the Company, a sum of Rs. [•]/- (Rupees [•] Only) that may be demanded by Company. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. [•]/-(Rupees [•] Only).
2. We the Bank also agree to undertake to and confirm that the sum not exceeding Rs. [•]/-(Rupees [•] Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Company on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Company shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Company within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the Company under this guarantee shall be independent of the agreement or agreements or other understandings between the Company and the Bidder. This guarantee shall not be revoked by us without prior consent in the writing of the Company.
3. We the Bank hereby further agree that –

a) Any forbearance or commission on the part of the Company in enforcing the conditions of the said RFP or the binding contract as per the terms of the RFP or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the Company to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. [•]/- (Rupees [•] Only)

b) Our liability under these presents shall not exceed the sum of Rs. [•]/- (Rupees [•] Only).

c) Our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of our

said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

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

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

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

Notwithstanding anything contained hereinabove:

a) Our liability under this Company Guarantee shall not exceed Rs. [•]/- (Rupees [•] only).
b) This Company Guarantee shall be valid up to [•].

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

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

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

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

Yours faithfully,
For and on behalf of

Authorized official

Annexure K: Format for Performance Bank Guarantee

(ON A NON-JUDICIAL STAMP PAPER OFRS.100.00)

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

THIS GUARANTEE AGREEMENT executed at _____day of_____Two Thousand

BY :

_____Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at_____

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

IN FAVOUR OF:

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

WHEREAS Company had called for the bids for _____and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on.....(Agreement) with Company subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s……. and M/s ..... has agreed to provide to the Company, the Services / Systems and other required applications, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.
AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favor of the Company, from a Bank acceptable to the Company for 10% of the total Purchase Order (PO) value faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.
AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the Guarantee in favor of the Bank for a sum 10% of the total Purchase Order (PO) value.
AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Company that the Vendor shall faithfully observe and perform the terms of the said documents
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:
In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Company as follows:

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

(2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Company at its office at Mumbai forthwith, and all monies payable by the Vendor to the extent of Rs.…… against any loss, costs, damages, etc. suffered by the Company on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Company, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Company and the Vendor or any dispute between the Company and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

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

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

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

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

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

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

(c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or

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

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

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

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

(7) This guarantee will remain in force for up to 66 months from the date of signing the contract.

(8) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Company, from time to time.

(9) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.

(10) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Mumbai where the Company has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

(11) Notwithstanding anything contained herein above

I. Our liability under this Bank Guarantee shall not exceed Rs …… (Rupees …….. only)

II. This Bank Guarantee shall be valid up to…….

III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only

and only if you serve on us a written claim or demand on or before (mention validity period + claim period)

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

SIGNED AND DELIVERED BY
the within named Guarantor,

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

Annexure L: Pre-Bid Querry Format

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

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

Pre-Bid Query Format

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

Name and signature of authorized person issuing this request for clarification

Signature/Date
Official designation

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