

PUNJAB NATIONAL BANK



REQUEST FOR PROPOSAL FOR SELECTING NEW VENDOR FOR SMS ALERTS SERVICES

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The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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GENERAL TENDER DETAILS

RFP for Selecting New Vendor for SMS Alerts Services (Push)		
1.	Date of commencement of Bidding Process.	25/06/2019
2.	Last date and time for sale of Bidding Documents	17/07/2019 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	28/06/2019 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	29/06/2019 at 1500 Hrs
5.	Last date and time for Hash submission	17/07/2019 upto 1600 Hrs
6.	Last date and time for online bid submission/Bid Re-Encryption	From 17/07/2019 1701 Hrs to 18/07/2019 1400 Hrs
7.	Time for submission of technical supporting document (Hard Copy)	From 17/07/2019 1701 Hrs to 18/07/2019 1400 Hrs
8.	Date and Time of Technical Bid Opening	18/07/2019 at 1600 Hrs
9.	Place of Submission of Bids	Asst. General Manager Punjab National Bank, IT Procurement Department, I.T. Division, HO: 5 Sansad Marg, New Delhi 110 001
10.	Place of opening of Bid	Punjab National Bank, Information Technology Division, 2nd floor, HO, 5 Sansad Marg, New Delhi – 110 001
11.	Address for communication	As above Tel:- (011)23710483 23710021 Ext: 159, 230 Fax:- (011) 23321305
12.	Cost of RFP	Rs.10,000/-+ 18 % GST* (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code : PUNB0399900 Bank &Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 AccountNo. 0153002200175673 (16 digits) Imprest account – HO IT Division *MSME bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.
13.	Earnest Money Deposit	Rs.3.00 Crores* should be submitted online or in the form of Bank Guarantee (BG) before last date of bid submission in favour of Punjab National Bank, IT Division

		payable at New Delhi. BG should be valid up to 12 months from the date of submission. IFSC Code: PUNB0015300 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. 0153002100572949 (16 digits) Imprest account – HO IT Division *MSME bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank.
14.	Contact to Bidders	Interested Bidders are requested to send the email to ajaysharma5@pnb.co.in , rohitraina@pnb.co.in , itdhw@pnb.co.in containing following information, so that in case of any clarification, the same may be issued to them: (a) Name of Bidder, (b) Contact person, (c) Mailing address with Pin Code, (d) Telephone No., Fax No., Mobile No. (e) e-mail etc.

NOTE

- 1) All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
- 2) Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in
- 3) Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
- 4) Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in.
- 5) Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which Bank will not accept the hard copy of Technical bid.
- 6) The Indicative commercial bid is to be submitted online only.
- 7) Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
- 8) If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).

- 9) If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
- 10) Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
- 11) If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

1. INTRODUCTION

Punjab National Bank (PNB) is a public sector bank with more than 124 years of strong existence and over 7000 service Outlets. Banking industry is undergoing a paradigm shift in the way customers access the banking services and their expectations with regards to the speed & delivery of services.

Punjab National Bank has embarked on an ambitious business transformation journey through technology enablement. In order to sustain future growth of coverage area of Punjab National Bank's operations across the globe and to provide the SMS alert and voice on call alert services to its customers, Punjab National Bank invites 'service providers' to offer their solution for Outgoing/Incoming SMS Alerts and Voice on call alerts using secure authentication system incorporating the following features from the various platforms/ systems in the Bank as per the technical/ functional specification given in the RFP.

2. PRE-QUALIFICATION CRITERIA

Only those Bidders who fulfill the pre-qualification criteria mentioned in **Annexure-III** are eligible to respond to the RFP. Offers received from the Bidders who do not fulfill any of the eligibility criteria mentioned are liable to be rejected. This invitation of Bids is open to all.

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

3. SCOPE OF WORK

The objective of this RFP is to identify reputed Service Providers for providing push and pull based SMS alert services, voice on call alerts in Punjab National Bank and its sponsored RRBs.

Currently, bank is using Finacle Alert Solution (FAS) for generating real time SMS Alerts for various events happening in Bank's various applications (CBS, ATM, E-banking, Mobile Banking etc.). These real time alerts are then sent to SMS gateway, which further pushes it to customer's mobile number in real time. These real time alerts are sent as voice on call alerts also.

Bank is using Pull SMS service for receiving request from its customers using Infosys's Mobile Banking, permitting them to pull status of their service request by sending SMS in predefined formats (BAL, MINSTMT etc.). The SMS gateway will pull the status of the service request from the PNB's application and send it to the customer's mobile number.

The selected service provider should be able to provide solution for Push and Pull based SMS alert services, voice on call alerts to the Bank. For providing these services the offered solution should be seamlessly integrated with **Finacle Alert Solution**, Finacle Mobile Banking, Finacle E- Banking and UPI applications deployed in Bank. The selected service provider should have the capability to integrate with any of the Bank's live applications at a future date without any cost.

Presently, bank is having both **leased line** and **internet connectivity** for accessing gateway of existing SMS aggregator.

Initially, bank will access SMS aggregator gateway site through internet connectivity. However, in case Bank would like to go for leased line connectivity in future then the service provider should have the capability to provide leased line connectivity between Bank's DC/DR and service provider's DC/DR. Service provider will facilitate arrangement accordingly at their premises.

1. The Push SMSs will be in following categories:

SMS Category	Description	Delivery Time per SMS	Existing Volume (approx.)
Priority 1	Higher Priority alerts (OTP)	Within 15 Sec	4 Lac(per day)
Priority 2	Transactional/Batch SMSs in real time	Within 2 Mins	75 Lacs(per day)
Priority 3	Promotional SMSs	Within 2 Hrs	26 Crores (as per requirement) (per year)

2. The bidder should have capabilities to handle multiple SMSs like:

- 2.1: To handle Multilingual SMSs. (in Indian Languages)
- 2.2. To send Region wise SMSs.
- 2.3. The services provided by the Service Provider should be Handset and Telco agnostic for multilingual services.

3. Voice bound call will be in following categories:

Category	Description	Delivery Time per call	Existing Volume (approx.)
Voice Bound Call for OTP.	Receiving call on the customer mobile from IVR.	Within 30 Sec	2700(per day)

4. The Pull SMSs will be in following categories:

SMS Category	Description	Existing Volume (approx.)
Short Code	5607040	4 Lacs (per month)
Long Code	9264092640	1 Lac (per month)

Short Code 5607040 is currently being used by the Bank and is procured through M/s ValueFirst (Present SMS Aggregator). Bank will like to continue with the same short code for SMS alerts in future but incase if we are unable to continue with it, the selected service provider must provide easy to remember short code for the use of Punjab national Bank,

which can be used for providing PULL SMS service to its customers both in India and abroad, without any extra cost to the Bank. The short code that will be procured by the service provider on behalf of Bank has to be surrendered to Bank after expiry of the contract. Long code 9264092640 is currently being used by the bank and is procured by Bank through M/s Value First and the same number should be configured. The incoming request for PULL SMS will be free of cost.

5. Bidder should provide the connectivity of its own infrastructure through leased lines, at no extra cost to the Bank. The leased lines will have to be taken from at least two established service providers and such lines from each service provider should be capable of handling the entire load.
6. The bandwidth to be provided by the bidder should meet the network security requirement as defined by Bank from time to time. Presently Bank is supporting IPsec, 3 DES encryption (possibly go for a better one say RSA).
7. The bidder should have capabilities to send SMS to all GSM and CDMA handsets and to all telecom operators available in India and abroad without any exception.
8. The bidder shall be responsible for delivery of real time SMS alerts on 24*7*365 basis as per the requirement of Bank.
9. The bidder shall be responsible for delivery of real time Voice on call alerts on 24*7*365 basis as per the requirement of Bank.
10. The bidder shall be responsible for providing 24*7*365 days after-sales support/service for the complaints.
11. Bidder shall be responsible for providing real time online monitoring access to Bank with regard to Uptime of Push/Pull Service and Delivery of Push SMS Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis as specified in the RFP. The Monitoring portal should be customizable as per requirement of the Bank.
12. The solution offered should provide Push and Pull based SMS alert services and voice on call alerts to the bank. For providing these services the offered solution should be seamlessly integrated with Finacle Alert Solution, Finacle Mobile Banking, Finacle E-Banking, UPI and any other applications deployed in Bank. The integration cost, wherever applicable, will be borne by the Bank.
13. The SMS messages should be encrypted at the sender end and decrypted at the receiver end. The solution should support 256-bit encryption at least. The solution should take care of the security gap by addressing the inherent limitations of message security. The solution should be secured and should take care of the following security vulnerability that is SMS spoofing, SMS Viruses, SMS Phishing, DOS Attacks and spamming, including Man in the middle attack etc.
14. Bidder is required to provide protection against the following threats and will indemnify PNB against any loss/attack.:

- a) Man-in-middle Attack
- b) Replay Attack
- c) Message Disclosure
- d) Spamming
- e) Denial of Service Attack
- f) SMS Phone Crashes
- g) SMS Viruses
- h) SMS Phishing

15. Delivery reports need to be sent to the same connection / server from which the message was originated. Delivery reports need to be provided in the exact format that will be specified by Bank.
16. Delivery reports should contain all data like delivery time, destination number, originating number and other related data.
17. Sender Id masking / replacing should be available. The message should be delivered to correct mobile Number.
18. Aggregators should have tie-up with multiple Telecom Operators for outbound messages in domestic and international locations.
19. The solution should provide suitable means such as website / portal / tool for generation of MIS reports and also for showing the current status of messages.
20. The Bidder should offer a retry mechanism for messages that cannot be delivered immediately.
21. The Bidder must ensure that SMS Servers must have a cumulative throughput of at least 1000 SMS / sec. The SMS software should be scalable to meet the requirements of the Bank for the next Five Years from the date of successfully implementation of the SMS Aggregator solution in the bank.
22. All future applications should be integrated free of cost by successful bidder.
23. In future if Bank requires integrating any source system from the internet, Bidder should be able to integrate that system without compromising the Bank's security policy. Also it is bidder's responsibility to suggest Bank for best possible / secure solution for the same.
24. The proposed solution should have capability for web layering for integrating with external system as per requirement of the Bank.
25. Single monitoring portal for each RRB for checking online status of all types of SMS delivery, miss call and MIS report.
26. For logging and tracking all the complaints raised by RRBs, RRB wise single ticket should be maintained in online ticketing mechanism till the resolution of the issue.
27. The bidder should be able to offer App and Web based notification.

28. The proposed solution should have Marketing Automation (bitly link facility) - capturing customer feedback through customized page as per the bank's requirement.

29. The proposed solution should have facility to send SMS/OTP over email.

Other conditions:

- a. The vendor will provide services for implementation / rolling-out /support / maintenance of proposed solution/services
- b. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- c. A detailed agreement will be done with the vendor specifying roles and responsibilities.
- d. The offered solution shall be subject to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implementation for all the audit points raised by bank's internal/external team during the contract period without any extra cost.
- e. Obtaining Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the vendor (successful bidder). The vendor (successful bidder) shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favour of authorized person and Power of Attorney/Authorization letter in case the authorized person delegates authority to another person of the company to sign the Bid documents is to be submitted with bid documents.

2. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, herein also referred to as 'The Purchaser' or 'PNB' or 'Bank', will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. **Bidder should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.**

4. LANGUAGE OF BIDS

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and PNB, shall be written in English.

5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

Any inter-lineation, erasures or overwriting shall not be valid and it will lead to rejection of bid without quoting any reason.

6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in and <https://etender.pnbnet.in>) and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the any subsequent amendment/Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the bid submission date to avoid any last minute hassle.

7. VALIDITY OF BID DOCUMENT

Bid shall remain valid for 12 months from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

8. LATE BIDS

Any bid received by the Bank after the deadline for submission of bid will be rejected.

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of **Rs.3.00 Crores** (MSME bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Annexure-XV. The BG should have a validity of 12 Months from the date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the Bank. The BG should be submitted at the time of bid submission.

In case of unsuccessful bidder, EMD will be returned either on completion of tender process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

Details for online payment:

IFSC Code: PUNB0015300

Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110001

Account No. 0153002100572949 (16 digits) Imprest account – HO IT Division

(Proof of the transaction (printout) to be submitted along with the bid documents).

11. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Indicative Commercial bid

The bidders will have to submit the technical bid in Banks e-procurement system as well as in hard copy and indicative commercial bids in only online form through Bank's e-procurement system. All documents/letters, addressed to the Bank, should be submitted in **Original**. (No Photocopies will be acceptable).

a) **TECHNICAL BID**

The Technical bid must be submitted in **hard bound file** in a sealed envelope superscribing **“Technical Bid response against RFP FOR SELECTING NEW VENDOR FOR SMS ALERTS SERVICES”** & also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be summarily rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document shall be short-listed for commercial stage.

b) **INDICATIVE COMMERCIAL BID**

In the second stage, the INDICATIVE COMMERCIAL BID of only those bidders will be opened, who will comply with all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document in the Technical Evaluation Stage. **(Annexure-XIII)**

12. Pre-Bid Meeting & Pre-Bid Queries.

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory. **Queries not submitted in hard copy will not be responded.**

Sr.No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

The queries submitted before pre-bid meeting and submitted in hard copy as mentioned above, will only be discussed in the pre-Bid meeting and their subsequent responses will be uploaded onto Bank's websites.

Only two persons per bidder/OEM will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders/OEM attending the pre-bid are also required to submit a copy of their I-card issued by their company.

No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or Aadhar card will not be accepted)

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

13. SUBMISSION OF BIDS

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of **Class II** and above (both encryption and signing). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites www.pnbindia.in & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without quoting any reason. **The indicative commercial bid should be submitted online only.**

All the Annexures and bid documents are to be uploaded in **pdf format** during the online bid submission and the same along with technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

**The Assistant General Manager
Punjab National Bank,
IT Procurement Department,
I.T. Division, HO: 5 Sansad Marg,
New Delhi 110 001**

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. **Kindly do not submit any extra documents/certificate which are not required.** At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

14. DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

**The Assistant General Manager
Punjab National Bank,
IT Procurement Department,
I.T. Division, HO: 5 Sansad Marg,
New Delhi 110 001**

Please note that **HASH SUBMISSION** and **BID RE-ENCRYPTION** is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>

Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder. In case of any deviation in the bid submitted in Online portal and the hard copy bid, the one submitted online will be considered and will be evaluated.

16. CONTACTING THE PURCHASER

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

17. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

18. LOCAL CONDITIONS

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

19. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Bank reserves the right to accept or reject any technology proposed by anybidder.

20. OPENING OF BIDS

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

21. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the

bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

22. PRELIMINARY EXAMINATION

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per authorization form shall be treated as non-responsive.

Arithmetical errors will be rectified on the following basis.

- If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.
- If the supplier does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

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

23. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid. Failure to do so will make the bid liable to be rejected.

24. ACCEPTANCE TEST OR FACTORY INSPECTION

Bank/Third party arranged by Bank may conduct the post-delivery inspection of offered services to ascertain their configuration as per Bill of Material.

25. EVALUATION AND AWARD CRITERIA

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be signed in Full (and no initials) by the authorized signatory and stamped by Bidder's**

Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. **Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.**
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per **Annexure XIII** is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

Second Stage: (Indicative Commercial Evaluation)

In the second stage, the INDICATIVE COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. The indicative commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of indicative commercial bids will be informed separately to the shortlisted bidders only. If the

shortlisted bidders or their duly authorized representatives are not present, the indicative commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

2. After opening of indicative commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22-Preliminary Examination.
3. The bidders will be required to quote for all the items required by the Bank.

4. **Price Variation Factor**

- i) "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.
- ii) Price variation (both high or low) may also be considered for any particular item i.e. bidder quoting abnormally high or abnormally low prices against any item/s may also be liable for rejection.

The L-1 price and L-1 vendor for the rate contract will be decided on the basis of least grand total cost derived after conducting reverse auction.

26. REVERSE AUCTION

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final Item wise price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Reverse Auction/s will be conducted on mandatory items only (**Indicative Commercial bid format (Annexure XIV)**). Base Price, bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all optional components that are required as per RFP. The rates of optional items will be negotiated with the successful bidder only, if required by Bank.

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.

- c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-A of Indicative Commercial bid format (Annexure XIV) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.
In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

27. BANK RESERVES THE RIGHT TO SELECT OTHER BIDDERS ALONG WITH L1 BIDDER:

The bidder who quotes the lowest price in Reverse Auction(RA) will be L1 bidder and who quotes second lowest will be L2 bidder and so on and so forth.

Bank reserves the right to select other bidders along with L1 bidder provided the other bidders agrees to match the price quoted by L1 bidder within 4 working days of receipt of offer being extended by the Bank.

In case L2 bidder refuses to match the L1 price, offer may be extended to the subsequent bidder (L3, L4 and so on...) to match the L1 price. If the bank chooses more than one bidder, then the Bank shall **distribute the SMS traffic approximately 60: 40 ratios between L1 and L2.**

The Bank reserve the right to vary the SMS to increase or decrease the quantity of the SMS pushed/pulled without any change in price and other terms and conditions.

In case no bidder matches the L1 prices, Bank may empanel only one Bidder i.e. the L1 bidder and 100% orders will be placed to L1 bidder.

The no. of bidders finally empaneled will be the sole decision of the Bank. Bank reserves the right to place all orders to a single vendor in case performance of one of the successful bidders is not up to the expectations of the Bank and as per terms of the RFP/SLA.

28. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days), the EMD will be forfeited after a grace period of 15 working days.

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

29. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of indicative commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

30. CANCELLATION OF BID/ BIDDING PROCESS

PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

31. DELAY IN THE SUPPLIER'S PERFORMANCE

Performance of the Services and Delivery of the goods shall be made by the supplier in accordance with the time schedule specified by Bank.

32. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.

33. USE OF CONTRACT DOCUMENTS AND INFORMATION

The bidder shall not, without the banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA).

34. CONFIDENTIALITY

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

35. PATENTS RIGHTS

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees.
- The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

36. ASSIGNMENT

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

37. FORCE MAJEURE

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its

obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

38. NON DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

39. INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes except GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of contract. Where any patent, trade mark,

registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

40. LIMITATION OF LIABILITY

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the Letter of Intent/purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

TERMS AND CONDITIONS**1. SIGNING OF CONTRACT**

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days), the EMD will be forfeited after a grace period of 15 working days.

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

2. PERFORMANCE BANK GUARANTEE

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:

- a) The Successful bidder will have to submit a Performance Bank Guarantee to the Bank for an amount equal to Rs.6 Crore (Six Crore) valid for 39 months, within 30 working days of award of contract and should be extended for 1 year or any other period mutually agreed on extension of agreement.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- d) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

3. ACCEPTANCE OF ORDER (ORDER PLACEMENT)

Orders will be placed by the respective HO Division/Department. The vendor (successful bidder) shall have to accept and acknowledge orders within 7 working days from the date of order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 working days from the date of order, otherwise it will be considered as accepted.

4. NON ACCEPTANCE/ NON EXECUTION OF ORDER

In case the bidder shortlisted through this RFP process (hereinafter called “vendor”) refuses to accept / execute the order (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the said vendor). Bank also reserves the right to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

5. DURATION OF CONTRACT

The services are to be provided for the period of 3 years, if not revised earlier or unless terminated by the Bank before due date or Go-Live and Sign-off. **Bank may extend for further one year or any other period subject to satisfactory performance of vendor and on mutually agreed rates, terms and conditions.** Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days.

Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

6. DELIVERY &IMPLEMENTATION

Bidder shall be responsible for delivery and implementation of the complete solution (hardware, software etc.)/service ordered at both DC & DR site within 4 weeks from the date of Letter of Intent. The point of delivery/ destination will be as defined by the Bank in the Letter of Intent /Purchase Order.

The date on which the complete solution is installed will be taken as the date of implementation. In case of part installation of the system, the date of last items installed will be taken as the date of installation.

7. TAXES

The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

8. IMPLEMENTATION SCHEDULE

In case of delay on part of bidder in completion of project or initiating services will attract a penalty / termination of contract as defined in this RFP. The successful bidder has to submit their technical documents and align the resources to get services implemented within a week's time after sharing the APIs of M/s Infosys with them.

The shortlisted bidder should integrate and implement the proposed solution with our existing set up within 6weeks from the date of date of Letter of Intent/ Purchase Order. Time allowed for implementation shall be firm and binding.

9. SERVICE LEVEL AGREEMENT

I. The successful bidder will also have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The SLA requirements are as under: -

- Complete Solution (Push & Pull type SMS Alerts) must have 99.9% uptime and should be available on 24x7x365 basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.
- Push Alerts should be delivered as per following timelines –

SMS Category	Description	Delivery time
Priority 1	Higher Priority alerts	Within 15 Secs
Priority 2	Transactional/ Batch SMSs in real time	Within 2 Mins
Priority 3	Promotional SMSs	Within 2 Hrs

- SMS Alerts should be delivered in all countries and all areas without any exception.
- Voice bound call should be as per following condition:

Category	Description	Delivery time
Voice Bound Call for OTP	Receiving call on the customer mobile from IVR	Within 30 Sec

The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The onsite engineers/representative deployed, if any, by the successful vendor will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Vendor.

II. Successful bidder need to submit their financial and operational business information for review to the Bank on annual basis within three months from the end of the financial year.

10. PAYMENT TERMS

- All Charges will be billed on a monthly basis
- Taxes wherever applicable will be borne by the Bank.

Other Terms and Conditions

- The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications installed at Bank PNB.

- Rejected DND/Invalid/Duplicate SMS will not be paid.
- Payment will be made on receipt of invoice along with category wise usage summary report and SMS log of DVD. The following conditions will be applicable for payment.
- No payment will be made for SMS alerts failed/not delivered due to any fault/failure on the part of bidder/telecom operator. The reasons for failure are as below:
 - Any delay due to operator
 - Failure due to all operator issues
 - Delivery delay due to mobile device related issues
 - Delivery delay or SMS failure due to ISP related concern or any other factor which is beyond control of ValueFirst
 - Delivery delay or drop due to shifting of traffic from production to DR by Bank.
 - Failure's due to user configuration done basis PNB's business requirements or requests.
- All payments will be made after deducting penalties, if any.

Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), Integrity Pact and Non-Disclosure Agreement by the successful bidder.

11. PENALTY

a) DELAY IN DELIVERY OF PUSH TYPE SMS ALERTS

The SMS sent by the Bank will have to be delivered to the end user within the stipulated timelines. Failure to comply with the time frames for delivery of the messages to the end user pushed by the Bank shall attract penalty as follows:

Particular	Penalty
Any SMS Alert not delivered due to any technical fault/failure on the part of bidder	10 times of per SMS cost of the respective category
Priority 1 SMSs delivered after 15 Seconds	5 times of per SMS cost of the respective category
Priority 2 SMSs delivered after 2 minutes	5 times of per SMS cost of the respective category
Priority 3 SMSs delivered after 2 hrs. but before 6 hrs	Equal to per SMS cost of the respective category
Voice Bound Call for OTP after 30 seconds	5 times of per voice bound call cost

If SMS alert delivery failure is 10% and above of total SMS sent in the month for consecutive two months, Bank may invoke performance bank guarantee.

b) DELAY IN IMPLEMENTATION SCHEDULE

The complete integration and implementation of the solution with our existing set up shall be made by the vendor in accordance with the time schedule (within 6 month), technical specification, scope of the project and other terms & conditions as specified in the RFP document.

Any delay in performing the obligation/defect in implementation/performance of solution by the bidder may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

Penalty @1% per week of the amount of Performance Bank Guarantee will be deducted from future payments to be made for delay in implementation as per time schedule defined in the RFP document, with a maximum upto 50% shall be deducted as per the Purchase Order/ Letter of Intent issued by the Bank.

c) FAILURE IN MAINTAINING UPTIME FOR PUSH TYPE SMS ALERT SERVICES

Bank expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

Uptime/Availability	Penalty on Monthly basis
<99.9% upto 99%	2% of the monthly bill of respective month
<99% upto 98%	5% of the monthly bill of respective month
<98% upto 97%	8% of the monthly bill of respective month
<97%	10% of the monthly bill of respective month.

If uptime of services provided by bidder to Bank as per the RFP for SMS alert delivery is less than 97% for two consecutive months, Bank may invoke performance bank guarantee.

Note:

Please note that the penalty defined in clause 11(c) is over and above the penalty deducted in clause 11(a).

12. SIGNING OF PRE CONTRACT INTEGRITY PACT

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of appropriate value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per **(Annexure-XVI)**.

13.INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of Purchase Order/Letter of Intent. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Vendor (successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

14.RESPONSIBILITY FOR COMPLETENESS

Any services which might not have been specifically mentioned in this RFP but are necessary for the design, engineering, operationalizing, performance or completeness of the Bulk SMS Services, shall be provided/ rendered as per the time schedule for efficient and smooth operation of the Bulk SMS Services.

15.LIQUIDATED DAMAGES

If supplier fails to deliver any or all goods within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the goods upto a maximum of 10%. The purchaser has right to cancel the order in case delivery/services not affected within stipulated time schedule.

The purchaser is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract.

16.CANCELLATION OF PURCHASE ORDER/LETTER OF INTENT

After issuance of Purchase Order/ Letter of Intent to successful bidder, Bank reserves the right to cancel the Purchase Order/Letter of Intent without giving any notice, for following reasons –

- a) Non submission of acceptance of order within 15 working days of placement of Purchase Order/Letter of Intent.
- b) Non submission of performance bank guarantee within stipulated time as specified in the RFP.
- c) Non signing of contract within the time specified by bank.
- d) Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order/Letter of Intent.

17. TERMINATION OF CONTRACT

The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of vendor (successful bidder) to complete implementation of appliance within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Exceeding any of the threshold limit of Delay.

Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contact at any time without assigning any reasons.

In case of termination of contract for the reasons that the services of vendor are not found satisfactory", the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

UNDERTAKING FROM BIDDER

To
The Asst. General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

Reg.: Our bid for selecting new vendor for SMS Alerts Services (Push)

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

PRE-QUALIFICATION CRITERIA FOR BIDDERS

The minimum pre- qualification criteria for the bidders are as under:

Sl.	Pre-Qualification Criteria	Document to be submitted	Compliance (Yes/No)
1.	The bidder should be registered with Registrar of companies/firms in India for at least 5 years.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	The Bidder should have executed similar projects (in at least two Bank/government organization/PSU in India during last 4 years as on bid submission date). Out of these two, at least one project should be of a schedule commercial Bank. The solution offered should be currently running successfully in at least one Bank/government organization/ PSU.	Performance certificate or email from authorized person of client as per Annexure- 'V' In addition, Bidder has to submit valid copies of invoices of SMS services rendered to customer (first Invoice and latest invoice). Certificates received through mail should contain authorized person name, designation and contact no. of the official giving confirmation on behalf of institution where bidder is providing services.	
3.	The bidder should use their own "SMS Gateway services to deliver the messages to the SMSC directly.	Self-Declaration certificate to this effect to be submitted.	
4.	The bidder should not be re-sellers of SMS gateway services.	Self-Certificate/Declaration that the bidder is not a re-seller should be submitted.	
5.	The bidder should be able to support all regional languages.	Undertaking to this effect to be submitted.	
6.	Bidder companies should have tie up arrangements with minimum 2 telecom operators for within India services. Bidder companies should have international tie up arrangements with telecom operators for international operations. The service operator should have international roaming facility for both domestic and international customers.	Agreement copy/ certificate valid as on date of bid submission for tie-up arrangements with domestic telecom operators. ii) Name of tie-ups with national & international operator as per annexure XVII. iii) Undertaking is to be provided by bidder for international tie-up arrangements with telecom operators.	

7.	The Bidder should have DR capability to send alerts from different geographical locations for ensuring business continuity. Bidder to provide address of locations from where SMS alerts can be sent.	Full Address-Proof and contact details for two different locations to be submitted in this regard as per the availability of such locations.	
8.	Bidder should have a capability to handle at least 3 lacs Higher Priority alerts (OTPs or Priority 1 alerts) per day (Delivered within 15 secs) during last 6 months.	Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to customer.	
9.	Bidder should have a capability to handle at least 52 lacs Transactional/Batch SMSs in real time (Priority 2 alerts) per day (Delivered Within 2 Mins) during last 6 months.	Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to customer.	
10.	The Bidder should be able to allocate a minimum throughput of 1000 SMS/sec to PNB and 500 voice on call alerts to PNB.	Undertaking to be provided in this regard.	
11.	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only.	Bidder to provide certified copy of registration as registered telemarketer as per TRAI guidelines.	
12.	Delivery of SMS alerts should be ensured to all National/International locations without any exception within the stipulated time frame.	Undertaking to this effect to be submitted.	
13.	The bidder should not be involved in any litigation which threatens solvency of the company and there should not be any pending litigation as on date of RFP.	Certificate is to be provided by the statutory auditor/chartered accountant, who has audited the latest balance sheet or company secretary who has signed the balance Sheet, as per Annexure- 'VI'	
14.	Bidder should not have been black listed by the Government / Government agency / Banks / Financial Institutions in India during last 3 years. Self-	Undertaking to be provided as per Annexure- 'VII'. The undertaking should be on Company's letter head, duly signed and stamped by an authorize person.	

	Certificate/Undertaking is to be provided.		
15.	The bidder should have a support/representative office in Delhi/NCR/Mumbai.	List/Details of technical support centers in Delhi/NCR/Mumbai with complete addresses and contact numbers as per Annexure-'VIII' or Undertaking as per Annexure-'IX'	
16.	The bidder should have a minimum turnover of INR 25 Crore per annum for the last 3 financial years i.e. 2015-16, 2016-17 & 2017-18, from their Indian operations and should have positive net worth in last financial year audited balance sheet i.e. 2017-18. Turnover must be individual company's turnover and not that of any group of companies.	Last three years Audited Financial statements (Balance Sheet and Profit and Loss Statement) along with certificate from Chartered Accountant/statutory Auditor as per Annexure-'X' . The CA/SA certificate provided in this regard should be without any riders.	

Note (for compliance):

- If any product of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
- In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
- In case any purchase order/Letter of Intent has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Authorized Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

BIDDERS INFORMATION

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Constitution	
3.	Date of Incorporation	
4.	Company Head Office Address	
5.	Registered office address	
6.	GSTIN No. & TIN/TAN No.	
7.	Whether MSME (quote registration no. and date of registration, copy to be attached)	
8.	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – www.deity.gov.in/esdm/pmn as applicable to the bank.	
9.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	
10.	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	
11.	Specimen Full signature and Initials of Authorized Signatory	
12.	Contact persons' address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons' details)	
13.	Provide Details of 2 similar projects	

	implemented by your company in last 3 financial years.			
14.	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.			
15.	Any pending or past litigation (within three years)? If yes, please provide details	Yes/No/Comments (if option is 'Yes')		
16.	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	Year	Turnover Rs.(in Cr)	Profit/Loss Rs. (in lacs)
		2015-16		
		2016-17		
		2017-18		

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

PERFORMANCE CERTIFICATE

(To be provided on letter head of the issuing company)

The Assistant General Manager
IT Procurement Department
Information Technology Division
Punjab National Bank
Head Office, 5 Sansad Marg
New Delhi – 110 001

Sir,

Reg.: RFP for _____

This is to certify that M/s _____ has successfully completed projected _____ and is running successfully at ours from ____ to _____.

The services provided by the M/s _____ are satisfactory.

The certificate has been issued on the specific request of the company.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

LITIGATION CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

The Assistant General Manager
IT Procurement Department
Information Technology Division
Punjab National Bank
Head Office, 5 Sansad Marg
New Delhi – 110 001

Sir,

Reg.: RFP for Selecting New Vendor for SMS Alerts Services (Push)

This is to certify that M/s _____, a company incorporated under the
company's _____ act, 1956 with its _____ headquarters at,
_____ is not involved in any
litigation which threatens solvency of the company.

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

UNDERTAKING FOR NON- BLACKLISTED
(To be provided on letter head of the Bidder's Company)

The Assistant General Manager
IT Procurement Department
Information Technology Division
Punjab National Bank
Head Office, 5 Sansad Marg
New Delhi – 110 001

Sir,

We M/s _____, a company incorporated under the company's act,
1956 with its headquarters at,
_____ do hereby confirm
that we have not been blacklisted/ debarred by Government / Government agency / Banks /
Financial Institutions in India during last 3 years.

This declaration is being submitted and limited to, in response to the tender reference
mentioned in this document Dated at ___day of _____2019.

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

LIST/DETAILS OF TECHNICAL SUPPORT CENTERS

Sr. No.	Location: address	Location: Telephone/ Fax No	Status of office working days and hours	Number of Maintenance Engineers employed	Number of Maintenance Staff employed	Stock of proposed Device spares/consumables, if any
1						
2						
3						
4						
5						

Add as many rows you want to add

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

UNDERTAKING FOR ESTABLISHING SERVICE SUPPORT CENTRE AT DELHI/NCR

(To be provided on letter head of the Bidder's Company)

The Assistant General Manager
IT Procurement Department
Information Technology Division
Punjab National Bank
Head Office, 5 Sansad Marg
New Delhi – 110 001

Sir,

Reg.: RFP for Selecting new vendor for SMS Alerts Services

We M/s _____, a company incorporated under the company's act, 1956 or 2013 with its headquarters at, _____ do hereby undertake to establish/open service support center at Delhi/NCR within one month from the date of award of contract to us by the bank.

This undertaking is submitted and limited to, in response to the tender reference mentioned in this document.

Dated at ___ day of _____ 2019.

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

TURN OVER CERTIFICATE

(To be provided by Chartered Accountant/Statutory Auditor)

This is to certify that M/s _____, a company incorporated under the company's act, 1956 or 2013 with its headquarters at, _____ is having minimum turnover of 25 Crores per year for the last three years from Indian Operations and is having positive net worth in the last financial year i.e. 2017-18.

The last three years' turnover and net worth status from Indian Operations are as under:

Sr.No.	Year	Turnover (in Cr)	Profit/Loss (in Lac)	Net Worth
1.	01.04.2015-31.03.2016			
2.	01.04.2016-31.03.2017			
3.	01.04.2017-31.03.2018			

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PROFORMA FOR PERFORMANCE STATEMENT

Order Placed by (Full Address of Purchaser)	Order No. and Date	Description and Qty of ordered Equipment	Value of Order	Date of Completion	Remark/ Reason for late delivery	Performance of service provider (Attach Certificate from customers)	Check List

Add as many rows you want to add

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

COMPLIANCE STATEMENT**DECLARATION:**

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the scope of work and specifications stipulated by you.(Any deviation may result in disqualification of bids).	
RFP, Clarifications & subsequent Corrigendum/s, if any.	We hereby undertake that we have gone through RFP, clarifications & corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum/s etc. stipulated by the Bank in this RFP. Any deviation may result in disqualification of our bid.	

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

TECHNICAL SPECIFICATIONS

Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.

Sl. No.	Description	Compliance (Yes/No)	Remarks, if any
1.	<p>The solution offered should provide Push and pull based SMS alert services, voice on call alerts to the bank. For providing these services the offered solution should be seamlessly integrated with Finacle Alert Solution, Finacle Mobile Banking, Finacle E-Banking and UPI applications deployed in Bank. Presently bank is using internet leased lines for connectivity of above services.</p> <p>The integration cost, wherever applicable, will be borne by the Bank.</p>		
2.	<p>The solution offered should integrate with applications at DC and DR site of the Bank, including test setup.</p> <p>Site Addresses: PNB Data Centre: IT Division, HO: 5 – Sansad Marg, New Delhi PNB DR Site: Plot No. 29, Sector 11, CBD Belapur, Navi Mumbai – 400614</p>		
3.	Bank is using Finacle Alert Solution for generating real time SMS Alerts for various events happening in Bank's various applications (CBS, ATM, E-Banking, Mobile Banking etc.)		
4.	Bank will share its application URL on which bidder/service provider will be required to forward all incoming queries. Bidder will share the desired format of push SMS's, pull SMS, voice on call alerts with PNB.		
5.	The bidder should have the capability to interface with any of the Bank's live applications at a future date without any cost. The SMS and voice on call alert Services should have the capability to meet this requirement without any change in its functionality.		

6.	The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception.		
7.	Availability of Push services and delivery of alerts to be made on 24*7*365 basis.		
8.	The solution offered should provide the SMPP and/or HTTPS-API with/without XML support to the Bank.		
9.	The API should support the encryption-decryption for the entire API parameters supporting AES/RSA algorithm.		
10.	The bidder's system/solution should handle URL based communication, both secured (https) and normal (http) based communication and the messages should be delivered to a specific port, if the port is provided in URL		
11.	The solution offered should provide secure encrypted connection for delivery of outgoing/incoming alerts with guaranteed delivery		
12.	Sender ID allotted should be unique for our Bank and the same should not be used by other entity across the globe, other than PNB		
13.	The bidder should have tie up/arrangements with multiple telecom service providers for delivery of outgoing and incoming SMS Alerts and voice on call alerts for Bank's PUSH/PULL service to/from national mobile subscribers (subscribers of telecom operators like BSNL, MTNL, Reliance-Jio, Airtel, Vodafone, Idea, Tata-Indicom, Aircel etc.) and international mobile subscribers as well.		
14.	Bidder to ensure that SMS message whose content exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset.		
15.	The bidder should be capable of providing real time automatic delivery report/acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS Alert and voice on call alert along with status and time stamp.		

16.	The bidder should have the facility of online filtering of the DND numbers on real time basis.		
17.	The bidder should have proper real time monitoring tool facility which allow identification and intimation of abnormal decline in number of SMS Alerts being received from Bank and being successfully delivered to the customers.		
18.	The bidder should have the facility to detect and intimate Bank regarding Mobile numbers which have abnormal number of Alerts being dispatched and large failure rates.		
19.	The bidder should have facility to provide last mile delivery status of each alert along with time of dispatch from bidder system and delivery onto customer handset.		
20.	The bidder should have the facility of assigning priorities to different type of SMS Alerts being sent by the Bank and deliver the alerts as per the priorities defined.		
21.	Check should be properly imposed to avoid duplicate/multiple SMS delivery to customers as per the requirement of the bank.		
22.	The solution offered should be a Multilingual solution supporting all Indian languages.		
23.	The bidder's solution should offer configurable mechanism in terms of number of retries and time duration for each retry for messages and voice on call alerts that cannot be delivered immediately.		
24.	The bidder should have proper test infrastructure with capability of end to end testing of all integration with Bank applications.		
25.	The bidder should have capability to communicate through dedicated leased lines for mentioned services (Push/Pull alerts and voice on call alerts) between bank and bidder's infrastructure.		
26.	Online mechanism in real time mode has to be provided for SLA enforcement with regard to Uptime of Push/Pull/Voice on call alert Services and		

	Delivery of Push/Pull/Voice on call Alerts, along with flexibility to generate MIS on daily/weekly/fortnightly/monthly/specified date range basis.		
27.	The bidder should provide Dashboard/Website/Portal for Administration features like monitoring of total alerts sent within a day/ week/ month, time delay (if any) in sending the alerts, no. of failed alerts (with reasons for failure), invalid mobile numbers, no. of push, promotional, pull and voice on call alerts sent and delivered with proper classification of reasons for delivery failure.		
28.	The solution should be capable of generating detailed customized report in Excel/PDF/HTML/TXT and any other format specified by the Bank. The software should be capable of providing the Mobile-wise, Date-wise, Product-wise, Category-wise reports, transaction based reports, aggregated reports per category. The reports should contain timestamps of SMS/voice on call received at Bidder's Server, SMS/ voice on call sent to the Telecom operator, actual delivery to the end user and final status of SMS/voice on call received alert along with status description.		
29.	<p>Bidder to maintain the data with regard to SMS/voice on call alerts received and sent for at least 1 Year. The data maintained should have the following minimum fields:</p> <p>Mobile Number/MSISDN Complete text Alert Category Bearer (GSM/CDMA) Operator Circle National/International Sender Name/ID Date/time of SMS/voice on call received at the gateway Date/time of SMS voice on call sent to the operator Date/time of SMS voice on call delivered to the end subscriber Final Status of the SMS/voice on call Status description</p> <p>Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this</p>		

	regard from Bank.		
30.	The bidder should provide all the messages/ voice on calls sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above.		
31.	The bidder should have an online ticketing mechanism for logging and tracking all the complaints raised by the Bank.		
32.	It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, IBA, MASTER CARD and VISA etc. at no extra cost to PNB.		
33.	It will be the responsibility of the Bidder to obtain necessary approvals for providing the required facility from TRAI or other statutory/regulatory bodies, if any.		
34.	DND compliance will be the responsibility of the Bidder/Service provider.		
35.	PNB will not enter into any contract with any telecom, carrier or service provider. The bidder shall be the single point of contact for PNB.		
36.	The solution offered should be scalable to meet the requirements of the Bank for the next 3 years from the date of award of contract.		
37.	<p>For promotional SMSs/voice on calls, solution should provide features including but not limited to below, in addition to other features specified in the RFP:</p> <ul style="list-style-type: none"> ❖ Online Website/Portal based access ❖ Menu Driven Graphical User Interface (GUI) based access ❖ User ID/Password based access to website/portal ❖ Facility of Admin Users to create/modify/delete/maintain users for various locations within Bank ❖ Sending SMS/Voice call to one/many mobile numbers ❖ Upload of Mobile Numbers through Excel and 		

	<p>Txt formats</p> <ul style="list-style-type: none"> ❖ Scheduling SMS/Voice calls ❖ Provision of Web-based reports for download in Excel/Txt/PDF format ❖ MIS for promotional SMS's/Voice calls user ID wise, period wise, date wise, status wise (delivered, undelivered) etc for SMS/Voice call alerts sent. 		
38.	Should be able to handle request with or without keyword.		
39.	Should be able to accommodate integration changes like integration with Social Networking sites like Twitter, Facebook, Instagram, WhatsApp etc.		
40.	Prevention of SMS flooding (same SMS content sent multiple times to customers) on customer's mobile number.		
41.	The bidder should deliver messages to the subsidiaries of all major service providers like Reliance, BSNL, Tata Indicom, Vodafone, Airtel, Idea etc. directly to mobile service providers and for subsidiaries of other mobile service providers through anyone of above service providers.		
42.	The bidder should be able to distinguish between domestic and international mobile number without making any changes at Bank's end.		
43.	The bidder has provided the list of error code due to which delivery of SMS alerts get failed.		
44.	Bulk SMS must support both instant and scheduled mode		
45.	The code (long code/short code) allotted to the Bank should be easily memorable and accessible to Bank customers, both domestic and international, through all the telecom operators across the globe on 24x7x365 basis.		
46.	Yearly Independent 3rd party security audit should be carried out and copy of observations to be submitted to the Bank		
47.	The selected bidder should store the backup data of the entire contract period. The selected bidder		

	should hand on backup of data of entire contract period to the Bank and Bank on receiving the same will issue a letter to bidder to submit a confirmation letter to the Bank confirming deletion of the entire back up of data of their system. In this regard the bidder must submit a certificate of authentication for deletion of record stored as backup with them during the entire contract period.		
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Note:

- The bidder should provide compliance statement for all the above specifications of technical requirements against each item.
- All relevant product information such as user manual, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information could result in disqualification of the bid.
- Hard copy of supporting documents or documentary proof for all the above criteria should be submitted to the Chief Manager-Hardware Department, PNB ITD HO, 5, Sansad Marg, New Delhi.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No:

Seal of Company:

COMMERCIAL DETAILS

(To be submitted online only)

Table A**1. Quotations: Domestic SMSs**

Sr. No.	Category	Delivery Time lines	Multiplying factor (A)	Per SMS Cost (In Rs.) (B)	(A*B)x365x3
1.1	Priority 1 SMSs	Within 15 Sec	4 Lacs (per day)		
1.2	Priority 2 SMSs*	Within 2 min	75 Lacs (per day)		
1.3	Voice Bound Call for OTP	Within 30 Sec	2700 (per day)		
1.4	Priority 3 SMSs	Within 2 hours	7 Lac (per day)		
Total(T1)					

*The rate provided for Priority 2 SMSs will be applicable for both PUSH and PULL SMS.

2. Quotations: International SMSs

Sr. No.	Category	Delivery Time lines	Multiplying factor (C)	Per SMS Cost (In Rs.) (D)	(C*D)x365x3
2.1	Priority 1 SMSs	Within 15sec	1500 (per day)		
2.2	Priority 2 SMSs*	Within 2 min	15000 (per day)		
Total(T2)					

* The rate provided for Priority 2 SMSs will be applicable for both PUSH and PULL SMS.

3.	Grand Total Cost= Total (T1) +Total (T2)	
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Note:

- The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
- Any column left blank by the bidder will result in disqualification of the bid.

- c) The multiplication factor as mentioned in above table (Table A) is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank.
- d) L1 will be decided based on the grand total cost arrived at after RA for domestic and international SMSs i.e. Total cost as at Point 3 above after Reverse Auction.
- e) This RFP is for deciding per SMS cost and above multiplying factors are only estimates as per present volumes and projections, Bank does not guarantee these volumes of business.
- f) Prices quoted shall remain firm and binding (without any escalation whatsoever) during contract period.
- g) In case of any downward revision in prices due to any reason, bidder shall pass on the benefit to the Bank with immediate effect.
- h) Bank is not bound to place any minimum order for any item. The quantity will also be as per requirement.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank

Information Technology Division

5, Sansad Marg

New Delhi 110001

Dear Sir,

In accordance with your bid reference no. _____

Dated _____ M/s _____ having its
registered office at _____ herein after

Called 'bidder') wish to participate in the said bid for **RFP for Selecting New Vendor for SMS Alerts Services (Push)**.

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab National bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____/- Rupees (in words _____) valid up to _____.

We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. _____ Rupees (in words _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from the Bidder, on whose behalf guarantee is issued

"Notwithstanding anything contained herein above

Our liability under this bank guarantee shall not exceed Rs. _____ Rupees (in words_____).

This bank guarantee shall be valid up to . We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2019 at _____

Name of signatory

Designation

Bank Common Seal

PERFORMA FOR INTEGRITY PACT

To,
The Assistant General Manager,
IT Procurement Department, HO-ITD
Punjab National Bank,
.....
New Delhi

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 2019.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Corporate Office at Plot No. 4, Sector-10, Dwarka, New Delhi-110 075 and inter-alia a Branch Office/ Circle Office at _____ (Hereinafter referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

..... (Name and Address of the Individual/firm/Company) Through..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or 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 advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder/Contractor shall not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

3) The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

4) The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

4.1. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4.2. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.

4.3. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days' notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.
- (iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

Article 7-Independent External Monitor (IEM)

- 1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.

3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. In case of tenders having estimated value exceeding Rs. 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.

6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

(i) The word "IEM" would include both singular and plural.

(ii) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

Article 8- Other Provisions

This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.

7. Changes and supplements need to be made in writing.

8. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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

10. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

LIST OF TIE-UPS WITH INTERNATIONAL TELECOM OPERATOR

Sl. No.	NAME OF TELECOM OPERATOR	ADDRESS	DETAILS OF PROOF ATTACHED
1			
2			
3			
4			
5			

Add as many rows you want to add

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

LIST OF REASONS FOR FAILURES

Sr. No.	Error Code	Reason for Failure
1		
2		
3		
4		
5		

Add as many rows you want to add

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

CHECK LIST

Technical Bid

S. No.	Documents	Submitted in Bid	
		Yes/No	Page No.
1.	Terms and conditions -Annexure -I		
2.	Undertaking from Bidder- Annexure-II		
3.	Pre-Qualification Criteria Annexure -III		
4.	Bidders Information -annexure IV		
5.	Performance Certificate Annexure-V		
6.	Litigation Certificate Annexure VI		
7.	Undertaking for non-blacklisted- Annexure VII		
8.	List/details of technical support centers- Annexure VIII		
9.	Undertaking for establishing service support centers at Delhi/NCR- Annexure-IX		
10.	Turn over certificate – Annexure-X		
11.	Performa for performance statement-Annexure XI		
12.	Compliance Statement-Annexure XII		
13.	Technical Specifications– Annexure-XIII		
14.	Bid Earnest Money submitted either online or in the form of BG as per Annexure-XV		
15.	Performa for Pre contract Integrity Pact as per Annexure-XVI		
16.	List of Tie-Ups with International Telecom Operatoras per Annexure-XVII		
17.	List of Reasons for Failures as per Annexure-XVIII		
18.	Copy of last two years audited balanced sheet.		
19.	Board Resolution in favour of authorized person and Power of Attorney/Authorization letter in case the authorized person delegates authority to another person of the company to sign the Bid documents.		
20.	ISO Certification document, if any <ul style="list-style-type: none"> Bidder should have a valid ISO 27001 or similar certification (SSAE16, PC DSS) for information Security management as of bid submission date. Bidder should have a valid ISO 9001 or equivalent certification for Quality Management as if bid submission date. 		
21.	Other (please specify)		

Note: Format for Indicative Commercial Bid as per Annexure- 'XIV' to be submitted in e-procurement process only. No hardcopy of the same be enclosed with the supporting documents.

Bank may ask for any other document on its discretion.