

PUNJAB NATIONAL BANK



**(Open Tender)
Request for Proposal (RFP)
for Appointment of Consultant for IT and
IT Enabled Services for Amalgamation of
Punjab National Bank, Oriental Bank of
Commerce and United Bank of India**

Punjab National Bank
Information Technology Division
Head Office, 5 Sansad Marg,
New Delhi - 110 001
Tel: (011)- 23765468

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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.

Following terms are used in the document interchangeably to mean:

1. Banks collectively refers to 'Punjab National Bank', 'Oriental Bank of Commerce' and 'United Bank of India'
2. Recipient, Respondent, Bidder means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the Bidder and submitted.
6. Consultant /Vendor means the successful bidder.
7. Merged entity means the entity created post amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India
8. CBS means Core Banking Solution implemented in the Bank
9. DC means Data Centre located at Delhi
10. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
11. Merger be read as Merger/ amalgamation
12. Purchaser here refers to Bank

IMPORTANT INSTRUCTION FOR SUBMISSION OF BID

1. The technical bid should be submitted in a single hard-bound file with not more than 250 pages. No loose pages must be submitted.
2. Approach Paper should be submitted in a separate file and should not exceed 50 pages.
3. Both the technical bid and approach paper should be sealed inside a single envelop only.
4. All pages of the Bid Document must be serially numbered and each page must be manually/physically signed by the authorized signatory and stamped by Bidder's Official seal. No document should contain photocopy/stamp of the sign.
5. The Entire bid document including the approach paper must be signed by a Single Authorized Signatory Only. If Bank seeks any clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.
6. All Annexures must be on the letter head of the Bidder. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
7. 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.
8. **Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**
9. All supporting documents must be submitted in readable form.
10. The Technical bid documents must be mandatorily submitted in the following order, with the below index:

Sr.No.	Documents	From Page	To Page
1	Proof of RFP Cost		
2	Proof of EMD		
3	Terms and Conditions (Annexure-I)		
4	Undertaking By The Bidder (Annexure-II)		
5	Compliance To Eligibility Criteria (EC) (Annexure III)		
6	Bidders Information (Annexure-IV)		
7	Compliance Statement (Annexure-V)		
8	Certificate of Incorporation		
9	Undertaking for Prime Bidder (EC-Point 2)		
10	Documents against EC-Point 3		
11	Turnover Certificate by CA(Annexure-IX)		
12	Audited Balance Sheets & Profit & Loss Statements		
13	Litigation Certificate (Annexure – VII)		
14	Undertaking For Non- Blacklisted(Annexure – VIII)		
15	Labour Law Compliance Undertaking		
16	Details of Project Team (Annexure-X)		
17	Supporting Documents for Project Team along with their CVs		
18	Integrity Pact (Annexure – XIII)		
19	Power of Attorney and Copy of Board Resolution		
20	Any other document required to substantiate eligibility/experience etc.		

Non-Compliance to any of the points above may lead to rejection of the bid and Bank's decision will be final and binding on all participating bidders.

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GENERAL TENDER DETAILS

Request for Proposal (RFP) for Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India		
1.	Date of commencement of Bidding Process.	14/12/2019
2.	Last date and time for sale of Bidding Documents	03/01/2020 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	17/12/2019 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	18/12/2019 at 1500 Hrs
5.	Last date and time for Online bid Submission (Both Technical & Commercial) (Hash submission)	03/01/2020 upto 1600 Hrs
6.	Last date and time for Bid Re-Encryption	From 03/01/2020 1701Hrs to 04/01/2020 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 03/01/2020 1701Hrs to 04/01/2020 1400 Hrs
8.	Date and Time of Technical Bid Opening	04/01/2020 at 1600 Hrs
9.	Place of Submission of Bids	The Asstt. 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) 23765468
12.	Cost of RFP	Rs.10000/-+ 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 Account No. 0153002200175673 (16 digits) Imprest account – HO IT Division *MSE 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.1 Cr* should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 1 year from the last 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 *MSE 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 swapnika.sonker@pnb.co.in , rohitraina@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

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 hardcopy of Technical bid.
6. The indicative commercial bids 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. 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.
9. 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) has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Appliance (CBS) with Data Centre at New Delhi and Disaster Recovery Site at Mumbai. The centralized Banking Appliance covers all the 7000 plus SOLs (Service Outlets), which are connected to the Data Centre and DRS through an Enterprise Wide Network which is a two tier meshed architecture. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines, MPLS, VSATs, Radio Links and other forms of connectivity, which may emerge in the near future. Bank has also implemented Security Operation Centre (SOC) and integrated the servers / devices for log analysis and monitoring of servers / devices installed across the Bank network. Bank has implemented Enterprise Data Ware House Project to provide better access to information, to foster better and more informed decision-making, besides providing statutory reporting and MIS for the Bank. The Enterprise Wide Network is maintained by Bank's Network Integrator and the security measures are already enforced at various levels (Application Security, Network Security, Database Security, OS Security, Access Controls, Physical Security etc.). All these security measures are in place in congruence with the Bank's Information Security Policy, Business Continuity & Disaster Recovery Plans & various other regulatory compliances. PNB currently has 7036 branches, 8906 ATMs, 7911 BCs, 11.5 Cr customer base and total business of 11 lakh Crore as on 31.03.2019.

Oriental Bank of Commerce (OBC), the youngest among country's nationalized banks was established in Lahore on 19th February 1943. Modest beginning creditable to its founder Late Rai Bahadur Lala Sohan Lal, the first Chairman of the OBC. Within four years of coming into existence, the country partitioned, the Bank shifted its Registered Office from Lahore to Amritsar and subsequently to Delhi in 1951. Lala Karam Chand Thapar, the then Chairman of the Bank, in a unique gesture honoured the commitments made to the depositors from Pakistan and paid every rupee to its departing customers. At the time of nationalization, on April 15, 1980, it had a network of 307 branches, mostly in the agriculture belt of Punjab, Haryana, western UP and Delhi, and total business of around Rs 435 crore with 3945 employees. The Bank also ranks among the first to implement 100% CBS. The bank achieved the business mix of Rs. 10,000 Crore in 1995 and 10 times of the same by 2006. As on 31.03.2019, the business mix of the bank stood at Rs. 4.04 Lakh Crore with 3.13 Crore accounts. The number of branches stood at 2371, No. of ATMs at 2630 and a customer base of 2.66 crore.

United Bank of India (UBI) is one of the 14 major banks which were nationalized on July 19, 1969. Its predecessor the United Bank of India Ltd., was formed in 1950 with the amalgamation of four banks viz. Comilla Banking Corporation Ltd. (1914), Bengal Central Bank Ltd. (1918), Comilla Union Bank Ltd. (1922) and Hooghly Bank Ltd. (1932) (which were established in the years indicated in brackets after the names). The origin of the Bank thus goes as far back as to 1914. As against 174 branches, Rs. 147 crores of deposits and Rs. 112 crores of advances at the time of nationalization in July, 1969, today the Bank is 100% CBS enabled with 2051 branches and offices, with 2016 ATMs, 4088 BCs, 6.76 Crore accounts with a total customer base of 5.08 Crore and is having a Total business of more than Rs.2 lac crore. Presently the Bank is having a Three-tier organizational set-up consisting of the Head Office, 36 Regional Offices.

2. PURPOSE OF THE PROJECT:

The purpose of this RFP is to select a Consultant who will assist the Bank in planning "Technology Amalgamation Project" on account of the proposed amalgamation of **Punjab National Bank, Oriental Bank of Commerce and United Bank of India**. Coupled with the governance structure, the Technology amalgamation program will facilitate work efforts and establish processes and guidelines required to ensure smooth technology amalgamation without affecting customer service.

The strategic objective of this project is to build a stronger amalgamated entity creating an enterprise of sustainable and growing value that would meet shareholders' expectations. The proposed amalgamation of the 3 banks intends to create significant value over the medium and long term goals for all the key stakeholders, Government of India, investors and customers. The Amalgamation would enable creation of a bank with business scale comparable to global banks and competing effectively in India & globally. The merged entity

would be the second largest public sector bank in India, a bank with significantly better financial strength.

A successful amalgamation is the critical task to ensure efficient operations of the new entity. IT amalgamation poses a big challenge given the complexity, systems and infrastructure involved across both the banks. Expertise with proven experience is required to ensure smooth amalgamation under given timelines and at optimal cost.

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for **Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India** as per requirements mentioned in the RFP. This invitation of Bids is open to all bidders having presence in India provided bidders fulfill the minimum qualification criteria as mentioned in bid document (Annexure-III).

Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought.. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

3. SCOPE OF WORK:

The Consultant should be able to create a strategic roadmap followed by implementation to drive the IT amalgamation program, including all IT enabled services & information security, between Punjab National Bank, Oriental Bank of Commerce and United Bank of India. The consultant will develop an implementable and feasible IT strategy which can help the three Banks to not only smoothly integrate but at the same time prepare the merged entity to be future ready. Integrated IT platform should be comparable to the best in class in Industry with focus on efficient and effective operations, accurate & timely reporting/MIS capability, and ensuring product rationalization, process rationalization, enabling creation of new products for IT, ITeS and Information Security to enable operational excellence and giving customer digital experience.

The above scope is indicative. Any activity/service which forms a part of IT amalgamation & is not explicitly mentioned in scope of work of this RFP, would form part of this RFP, and the successful Bidder is expected to provide the same at no additional cost to the Bank, during the contract period. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

The consultant will have to comply with all the present and future provisions of the Information Security Policy/NPCI Guidelines/Guidelines of RBI, Respective Govt. Agencies and the Bank.

The consultant should take Complete Ownership of all recommendation / methodology and Enterprise Architecture throughout the engagement. The Bidder shall ensure that no equipment / structure / setup get damaged or impact the existing live operations due to their activities. Any damages caused to Bank property / existing operation due to Bidder's negligence shall be passed on the Bidder.

Bidders should observe the highest standard of ethics and should not indulge in the prohibited practices like Conflict of Interest, Anti-competitive practice, Fraudulent practice, Coercive practice, Obstructive practice either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. Further bidder are advised to adhere to the "Conflict of Interest" Guidelines as per the "Manual for Procurement of Consultancy & Other Services 2017" released by Ministry of Finance, Department of Expenditure.

The consultancy should broadly cover the following stages:

Stage 1-Pre-Amalgamation

A. Assessment- Assessment phase will lead to identifying the best amongst the available systems, platforms, products, processes, services and infrastructure that can be leveraged for the new entity.

1. Overall IT Landscape-

- a. Assessment and Identification of the IT Infrastructure of all the three entities and suggest the different options for consolidation with the least time frame and optimum cost required for consolidation, keeping in view the technology in use, compatibility with other systems, level of maturity attained, migration, storage & utilization of legacy data etc.
- b. Study the technology landscape of three Banks and prepare asset register of Network, Hardware, Core Applications, other applications/solutions, ATMs, delivery & payment channels etc., with life cycle information and product roadmap.
- c. Identify the gap between the IT architecture and the Business objectives and suggest additional Application / functionalities/ IT tools required to be implemented to bridge the gap, if any.
- d. Identify various tasks involved in the IT amalgamation, the required resources and the time required and define timelines to achieve the goal.

2. All Applications

- a. Assessment of existing applications being used at all the three Banks and prepare Bank's consolidation strategy. Review of various tasks already initiated for IT amalgamation by the Banks/Amalgamated Entity and provide report.
- b. Define and agree with bank the methodology for selection of applications, which will serve the needs of amalgamated entity.
- c. Prepare application integration and Interface Development strategy and project planning in consultation with Bank/OEMs / existing Managed Service Providers for applications.
- d. Prepare Bank's application consolidation strategy for all Banks, working with OEMs and/or the service providers focusing on:
 - Areas which the Bank will need to address before the merger date to provide uninterrupted services/support to the customers.
 - Migration approach Bank should follow.
 - Handling of deduplication of customers of the amalgamated entity.
 - Scaling the infrastructure to support combined business.
- e. Assess the existing Bank Application Landscape for catering IT workload of amalgamated entity (Application/Web and Database including Servers) and suggest augmentation requirement in form of upgrade/replace/architecture changes, while ensuring optimum utilization of already available IT infrastructure.
- f. Identification of all heterogeneous applications (all banking applications, Loan Originating Solutions (LOS), Treasury solutions, Trade Finance, e-TDS, Oracle Financial Services Analytical Applications (OFSAA) and other Finance related applications and delivery channels (including all internal & web facing) along with their features across all three banks, and suggest the best possible application that can be deployed for amalgamated entity.
- g. Identification of best fit application for a business functionality working in any of the three Banks.
- h. Define the methodology of selecting the best fit applications.
- i. Assess downstream application/data amalgamation requirements. Suggest customization of the application deployed in the Amalgamated Entity and devise plan for customization.
- j. Review the software licenses and subscriptions and suggest ways to rationalize the same and optimize the cost.
- k. Review the Payment systems of all the three entities and identify the changes required for consolidation at various touch points like Core Banking system, middleware, ATM Switch, other Payment system/ software applications , NPCI, RBI, IDRBT , Grid Service Applications, ATMs, POS, Payment gateways, Other aggregators , Service providers etc..
- l. Bank will provide the details of the application to interested bidder on submission of undertaking for confidentiality (NDA) as per Annexure XIV and RFP Cost which will be nonrefundable. The NDA should be executed on Stamp Paper and should be signed by the authorized signatory of the bidding Firm. The duration of the NDA would be 4 years. Power of Attorney /and Board Resolution in favour of the

authorized signatory is to be submitted along with the executed NDA. However, if the bidder emerges as the successful bidder on conclusion of the RFP, the successful bidder will again have to enter into NDA for a period of 7 years.

3. **Hardware-** Conduct full assessment of current physical IT infrastructure of all the 3 banks and develop a strategic long term and short-term consolidation plan using reference architecture design and recommend the best practices / procedure for the same. Assessment of hardware sizing and suggest optimized use of existing IT hardware, thereby reducing the redundancy and reusing the existing infra for any new application deployment. Suggest ways and methods to augment the additional Hardware resources required for the consolidated operations including development, testing and migration. Identify hardware that are obsolete / not in use and list the same and identify infrastructure which have already reached end of support life.
4. **DC-DR-**Assessment of the Data Center, Disaster Recovery Site, Near-DR site, Zero Data loss Site etc of all the three Bank and suggest best option (own site/ hosted model/co-located models etc.) and best suited location for these sites for the Amalgamated Entity.
5. **Network, Video Conferencing, Mail Messaging, SPSD-** Review of Existing Network at all Bank's Location (including DC , DRS, all branches & ATMs) & Network Operation Center (NOC) of all the three Banks including all third party interfaces (Both Public & Private) and redesign the future network architecture of the amalgamated entity. Identify the up grade of the resources required for the branches and offices like connectivity infrastructure, switches and routers, cabling, and additional resources required at different locations. Determine the optimum WAN bandwidth required for smooth operations of the amalgamated entity and suggest ways to augment the bandwidth. Review the interconnectivity between DC/DR/Near DR sites. Review the existing Video Conferencing Setup, Mail Messaging & SPSD (Incident Management Solution) at the three Bank and suggest best possible way for optimization of the same.
6. **Security & SOC-** Review the Security Architecture, including Security Operation Center (SOC) of all the three Banks and suggest highest level of security through security solution amalgamation, suitable for the Amalgamated Entity. For solutions deployed in all the three Bank, best suitable solution is to be suggested that would be extended to the other two Banks. For solutions deployed in any one Bank, the same must be expanded to the other two Bank. The suggestions regarding the Security solutions should be such as to augment the existing security architecture of all the three Banks combined. Identify the changes in the IS Audit and Cyber Security Audit of the applications and entities. Review the current scope and methodology of Information Security Audit , the compliance mechanism and suggest ways as to how the compliances can be improved on an ongoing basis.
7. **Data Warehouse-**Review the Data Warehouse of all the three Bank and suggest best suitable Data warehouse/repository for the Amalgamated Entity.
8. **ATMs & ATM Switch-**Study and Review the existing ATM Switches of all the three Banks and suggest the best Switch for the amalgamated entity. Also suggest the detailed plan for migration of data & operations from One switch to another. Suggest consolidation plan for ATM network as per the requirement of the amalgamated entity and augmentation of resources, if needed.
9. **Internet Banking & Mobile Banking –** Review the Internet Banking , Mobile Banking, Unified Payment Solution (UPI), IMPS and any other payment channels of all the three Banks–Suggest consolidation plan as per the requirement of the amalgamated entity and augmentation of resources, if needed.
10. **License/Agreements/SLA-** Review the licensing agreements with the Vendors / OEMs in respect of various software, subscription services, appliances ,etc and highlight its impact as to whether it is continued, terminated or amendments required for continuation of the same in the amalgamated entity. To examine the existing

contractual obligations / liabilities relating to IT Systems. To evaluate the feasibility / efficacy of migration of existing contracts into the new entity, rationalization of vendors, combined data management, rationalizing existing licenses.

11. **IT Verticals**-Review the IT Verticals in all the three Bank, like the IT divisions/ departments, sub-departments, Back-offices, etc and suggest consolidation/augmentation of the same as per the requirement.

The Consultant, while assessment, should also provide cost benefit analysis for at least 3 years along with suggestions.

B. Migration/Amalgamation Plan-

1. Design detailed Road Map for the Migration (i.e. As is Assessment Report, to-be Architecture, Application Migration Plan for each application, Data Migration Plan, Technical Feasibility of BRD, Infrastructure Augmentation Requirement, Detailed Bill of Material, IT Resource Requirement, Risks and Mitigation Plans, interaction assessment report etc.) in coordination with Bank.
2. Work out an implementation strategy for Amalgamation and chalk out a detailed plan for consolidation in consultation with the Bank, having details even at, micro level amalgamation and migration with cutoffs, milestones, and timelines. Existing technology should be reused in the proposed plan, wherever feasible. Finalize the To Be State Architecture of Amalgamated Entity while taking care of functionality duplication, data duplication, amalgamation, interoperability, scalability and reuse opportunities. While Business architecture should be used extensively to drive the technical architectural, it should also be ensured use of existing technologies as efficiently as possible.
3. Design and Provide integration of Allied application and Non-core applications with CBS.
4. Develop To-be state design and architectures, including applications, Amalgamation framework, Network, Infrastructure and Security architectures.
5. Consultant is also required to conduct a Pre-Amalgamation Audit and maintain the documentation
6. Define Technology architectures and standards that are driven by and responsive to evolving Banks's business needs.
7. Provide list of common services that can be provided by the Amalgamated Entity from Day 1 (Tentative date:01.04.2020) along with the Amalgamation Plan, Workflow, Technical modifications to be done in different application, N/W, Security and the roadmap to achieve the same.
8. Based on the assessment, explore, develop and identify best model for amalgamation, technology transition plan, identify key challenges, issues related to implementation risk factor along with the mitigation plans.
9. All proposed recommendations should be self-contained with appropriate strategic plan and road map for implementation.
10. Identify and create the structure for the Amalgamation Project Management office for the Bank and provide the required manpower to manage the activities that is to be handled by the consultant as per the RFP.
11. The proposed plans and recommendations should be in compliance with statutory and regulatory requirement and as per Bank's Policies The recommendations & plan should also have control to maintain the confidentiality and integrity of the data.

12. Identify the IT Resources required for smooth amalgamation and working of branches and offices under a single entity and prepare a gap analysis document.
13. Identify the IT resources required for the smooth migration from Finacle7 to Finacle 10 of the two Banks to arrive at the consolidated Finacle 10 solution of the combined entity.
14. Review the IT Training infrastructure including the methodology, resources, faculty, media , locations, capabilities for content creation , software solutions available, courses available and suggest and implement the Training programme and courses as per the requirement for Migration and Operations.
15. Review the IT budgets of the three entities and work out the IT budget required for the consolidated entity for the next 4 years.
16. Prepare a Standard Operating Procedures and its documentation to ensure smooth migration in all aspects, more importantly to access and deal with legacy data. Standardization and sanitization of legacy data within the three Bank's prior to merger / amalgamation needs to be done. Standardization of MIS for historic comparative analysis.
17. Prepare and provide
 - a. Redeployment plan for the existing infrastructure capacity augmentation required for merged entity if any,
 - b. Consolidation plan for Data Centre Monitoring Tools/ Technology Solutions,
 - c. Consolidation plan of the Security Operation Centre technology & Operations.
 - d. Network Architecture Plan and data centre interconnectivity in the Interim while ensuring the security and compliance requirements as applicable.
 - e. Consolidation plan for Enterprise Wide Data-warehouse (EDW)
18. Define Secure Data Centre Connectivity as per the business requirement of the Bank for branches & offices in final stage.
19. Identify the components and scope for the Pre and Post Data Migration audit .
20. For Application Amalgamation:
 - a. Provide a Consolidation strategy for applications into a single instance of Proposed Application.
 - b. Formulate a data migration strategy and Data Migration process documentation for application amalgamation, from their existing applications to the proposed active application as finalized by the Bank.
 - c. Identify Applications potential for Virtualization and propose a migration to a virtual environment, wherever required.
 - d. Provide Application Amalgamation& Interface Development Strategy & Project Plan in consultation with Bank.
 - e. All interfaces required for the merged entity need to be sized, designed, tested, documented fully meeting the functional, technical, amalgamation and interfacing requirements. The final state interface Solution should enable all current interfaces as well as allow for introduction of new interfaces/channels as the case may be.
 - f. Identify the challenges and suggest solutions for consolidation of Customer ID, Account Number, Sol ID, Product codes, Scheme codes, Transaction reference numbers, User IDs, Corporate IDs, employee numbers, Cheque numbers , Unique Reference Numbers, mandate ids etc.
 - g. Handling of de-duplication of customer data of the amalgamated entity.
 - h. Identify the options available for data purging and archival and implement the best suitable solution
 - i. Identity the test plans / Mock Migration drills and scenarios for testing/ mock exercises before going live
 - j. Suggest ways as to how the patching of the endpoints from the Desktop management server can be implemented in all Banks environment and the optimizations required.

- k. Identify the changes required for creating, routing, storing, transmitting, formatting , reporting and summarizing the data required in various applications and different entities ,
- l. Identify the changes required in source systems and the Enterprise wide data warehouse in respect of consolidation of the historical data from various source applications of different entities and its retrieval as per business needs including data in respect of individual entities and combined entity.
- m. Review the Data Migration Audit and other pending Technical issues/ performance related / operation related issues , relating to the Core banking implementation , if any and suggest methods as to how to address the same during the migration and consolidation.

21. Data Migration-

- a. The consultant will be responsible for formulating migration strategy of data of other two entities from their existing applications to the proposed active application as finalized by the Bank.
- b. Prepare checkpoint / validation points to ensure thorough reconciliation of the data, while ensuring data integrity.
- c. Define Process/ Control for Masking of any data element, if required by the Bank

22. Design Template consisting of various criteria for evaluation of the applications and finalize the template with the Bank team.

23. Study all the applications based on the finalized template and provide the agreed evaluation framework.

24. Bank will evaluate and finalize the application for the merged entity.

Stage 2- Migration/and Amalgamation

1. Amalgamation process will only commence on approval of the Plan/Road Map by the Bank. Each step of the migration/integration/ amalgamation process is to be approved by the Bank, prior to the start of implementation. The consultant will establish an Amalgamation Project Management Office and assign teams for each of the application / Infrastructure / Milestone, which will be continuously monitored and track the entire IT Merger / Amalgamation process to ensure that the agreed timelines are adhered.
2. **Reporting Dashboard:** Concurrently with plan implementation, the project team should establish an amalgamation dashboard to monitor progress and barriers to implementation. Consultant to provide suggestions/corrective action/alternate plan to surmount the barriers, if any, during the course of amalgamation. The dashboard will serve as a tracking tool for the governance committee and system executive leadership, in addition to a communication mechanism to the system to illustrate progress and success.
3. Apart from integrating CBS, amalgamation of allied applications which are critical to daily operations of the Bank is also required. Applications such as Loan Origination System, Credit Card Application, Debit Card application, CRM tools, EDW, Risk Management Solutions, AML Solutions, Document management systems, Incident management systems, HRMS , Treasury, SWIFT, Inventory management etc.
4. **Websites and Mobile applications:** Bank websites, mobile banking applications, IVRs etc. all must be integrated. It will involve migrating customer data with credentials to ensure access to banking facilities. Apart **from** data migration, amalgamation of products, services and features of both banks are to be integrated with CBS and allied applications.
5. Identify processing bottlenecks noticed during the last 3 months and suggest ways to overcome such situations without impacting the customer.

6. Assist Bank in fully automating integration of applications wherever required. The flow of data between applications should be encrypted to ensure security of data. Assess and document necessary customization requirements, if discovered during application consolidation.
7. Assess application and underlying Infrastructure fine tuning , if required.
8. Define various templates and artifacts for project governance, project management, change management, stakeholder communication and internal/external reporting.
9. Consultant is also required to provide technical inputs to Bank for negotiation of Terms & Conditions with Existing Vendors and Service Providers.
10. Assist in Network Consolidation and Optimization of the network
 - a. Monitor and pinpoint baseline deviations and Risks.
 - b. Design Branch network by renumbering and changing the IP schematic.
 - c. Review the network controls e.g. firewall ACLs of all the applications/Interfaces and monitor any ongoing risks till remediation.
 - d. Integration of SPSP (Incident Management Tool), with other Banks
 - e. Sizing of Infrastructure for SPSP (hardware/software, license etc.)
 - f. Review of existing work flow.
11. Assist in Migration of Mail Messaging solution, Enterprise Wide DataWarehouse (EDW), Internet Banking Solution, Mobile Banking Solution, IMPS, UPI Etc. and Sizing of Databases.
12. During Application Consolidation & Data Migration-
 - a. Assist in integration of Databases of all the three Banks as per the application requirement and identify suitable strategy & planning for data purging as per Policy of the Bank.
 - b. Handling of de-duplication of customer data of the amalgamated entity. Prepare checkpoint / validation points to ensure thorough reconciliation of the data, while ensuring data integrity and maintain evidences.
 - c. Define Process/ Control for Masking of any data element, if required by the Bank
 - d. Review mock run results for data migration
 - e. Assess data cleansing requirements during migration and create process for removing/overriding data purging while migrating to the proposed target applications.
 - f. Review and validate all necessary reports/data sets for reconciliation, validations and verification
 - g. Provide necessary support for internal/external data migration audits and remediate the issues if any.
 - h. Ensure that during the amalgamation exercise no data leaks or loss occur and systems and supporting applications are guarded from any hacks.
13. Create and maintain a centralized repository to keep track of knowledge base and various program artifacts such as project plan, progress reports, issue trackers, risk registers, migration plans, data audits and communication plan throughout the period of engagement.
14. Publish Status Updates/Dashboards to Various internal/external stakeholders
15. Monitor the progress of work stream and ensure that the same is meeting business requirements and objectives.
16. Prepare/Modify Checklist and Standard Operating Procedures for standardization and control over the process
17. Update Operation Manuals/Knowledge Banks for transition and support requirements
18. Prepare/Perform BCP during Application amalgamation/Migration Process
19. Review Mock run Results and suggest steps in plugging issues which are encountered.

20. Study and Identify areas where Robotic Process Automation or any other Automation, Artificial intelligence can be introduced . Suggest process flow for such automation. These should have been tested and implementable.
21. Create a Transition Plan and ensure Smooth transition on Knowledge to Bank's IT team/Respective service providers during the entire project
22. Develop Consolidated Inventory of Financial, Regulatory, Control and Business Reports across the three Banks.
23. Setup a process for generating consolidated reports for controls/ regulatory compliances and Internal Controls.
24. Work with relevant stakeholders to agree end state designs
25. Develop detailed business requirement documents and design including amalgamation flows etc. to achieve the desired functionality.
26. Review and validate the functional and migration test cases provided by Bank / Partner.
27. Maintain all work stream documents/artifacts with version control and traceability.
28. Develop Interim and final amalgamated IT Organization Structure, SOPs, Internal Controls and Checklists, amalgamation plan, road map and timelines to support management objectives. It should provide for all complexities, criticalities and scale; and clearly state the risk factors and implementation plan.

Stage 3- Post Amalgamation/Migration

1. Prepare a road map for conducting a Post Migration Audit.
2. Review and provide consultancy for closure of Audit Observations, if Any during post go-live Audits
3. Perform a post-merger Application, Network, Data & Security review and ensure closure of the issues if any.
4. Provide the gap analysis report (including schedule, timelines & implementation gap analysis). Consultant will also provide the gap mitigation strategy / plan for the project.
5. Provide Post implementation support to stabilize structures and operations.
6. Provide Support to resolve any emergent issues arising during the contract period.
7. Provide Exit Management, Knowledge transfer and preparation of Way forward document.

Project Team

1. The IT amalgamation exercise for our banks is spread across multiple applications and systems. It will require expertise across technology platforms, products, processes and banking domain knowledge.
2. The consultant is required to:
 - a. Identify the required technical resources from current pool of bank staff for amalgamation project, without impacting their current activities.
 - b. Deploy its resources across technology domain and with experience in all applications
 - c. Creating teams in alignment with project plan to ensure timely delivery
 - d. Define Requirement of resources who brings experience and expertise on managing large scale IT amalgamation and technology mergers

- e. Setting up of the governance structure
- f. Defining the communication mechanism for change
- g. The resources that are required to be deployed by the consultant, their min experience & qualification is as per the below table.

Table A-

SN	Resource (Role)	No. of resource Required	Experience & Qualification
1	Program Manager (Overall Co-ordinator of the entire amalgamation Process)	1	Min 10 years of Experience as Project Manager of Large Scale Technology Integrations/Implementation/ Migrations/ Amalgamations.
2. Domain Experts- Each resource should have min hands-on knowledge and minimum experience of atleast 5 yrs in the concerned domain and the respective certification.			
i	Oracle DB/ MS SQL/ DB2	2	Any Database Certification likes OCM/OCP certified, My SQL certified, DB2 certified
ii	Network	2	Experience in Routing , switching, NOC application, CCIE/CCNA/CCNP certified and experience of networking
iii	System Administrators	2	Certification in Windows/ Solaris/ AIX/ Unix/ Linux platform
iv	Middleware	2	Weblogic/ Websphere/ Jboss certified
v	Security including SOC operations	2	CISA/ CISP certified,
vi	Delivery Channels like IBS/ MBS/ UPI/ IMPS/ Alert/etc.	2	Experience in E-Banking Applications and other related applications, Experience of Enterprise Application Management, knowledge & Experience of Java 1.7 & 1.8, Web Service Integration, Rest, Soap, ML, ISO.
vii	Data Warehouse	2	Experience of IBM platform, DB2,SAP,SAS etc and experience of working on data warehouses. Certification in IBM like, Infosphere Datastage, DB2 Database Administration, Tivoli, Spectrum Protect, in SAP like SAP Business Objects Business Intelligence Platform, Business Objects Web Intelligence, ABAP, SAP- Modeling and Data Acquisition, SAP- CRM, & in SAS like Base SAS Programming, Platform Administrator and experience on SAS IRM tools etc.,
viii	Treasury/SWIFT	2	Experience in Treasury applications, Certificate in Domestic/Forex operations and SWIFT.

Bidder has to provide the above details of all the resources as per Annexure-X along with their certifications. Bank may cross check any of the references through any means. Bank may Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case any reference/ experience/ certification/skill set is found to be inadequate/in genuine/forged, for any of the Resources. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.

3. Bank may conduct interview of the resources before deployment and the resources will be deployed as per Bank's satisfaction. Bank may also ask for a new resource in case the allotted resource is not satisfactory as per the requirement of this RFP.
4. The Consultant must align their resources for this project that are sufficient and capable to execute project on time and with quality , not only for all agreed assignments during, but also a few new requirements that may come up dynamically (if any).
5. Human resources allocated to the project needs to be consistently available to the Bank (during Banking Hours) for the duration of the engagement. Consultant is responsible to

ensure that there is no interruption in service, or delaying of committed timelines, due to unavailability of resources, at any time. Unavailability of resources may attract penalty.

6. Bidder has to mandatorily deploy the Project Manager along with atleast any 10 domain resources at Bank's Premises (Delhi, Mumbai & Kolkata, wherever required), during Banking hours, during the entire duration of Contract. Other resources should be deployed as and when required by the Bank or as per the requirement of this RFP. Unavailability of any resource will attract Penalty as in Clause 6 of Terms & Condition (Annexure 1)
7. Consultant's teams need to work in coordination and fruitful collaboration with Bank's Official and with Bank's existing IT Service Providers and other stakeholders.
8. Consultant's Team allocated for this project is expected to include broad level, but not limited to key profile roles. Each role may have multiple resources. Based on the work requirements and timelines provided in the RFP, Consultant is expected to calculate the number of full-time and part-time resources required for each of the roles below.
9. The resource profiles mentioned above are tentative. Bidder may factor resources under other verticals / skill set also, if it is required to execute the project.
10. Bidder need to propose dedicated resources for the project. If there arises any need to replace a Resource, bidder will have to inform the Bank 30 days in advance and the new resource should have the same or higher skill set, experience and knowledge, failing which Bank may deduct penalty for resource as per clause 6 of Annexure 1.
11. Bidder need to submit proper justification of the proposed team size & Key rolls. This will be criteria for evaluation of the technical bid.
12. Bidder may ramp up or ramp down the resource for various milestone. However initial plan (resource projection from each activity) should be submitted along with the technical bid.
13. The proposed resources are required to work from multiple location (i.e. Delhi, Mumbai, Kolkata, or any other location)
14. It is highly important that the key teams participating in the technical presentations during vendor selection are the same ones that are involved actively in the execution of the project.
15. Successful bidder is required to provide General banking domain knowledge Experts (i.e. resources having experience & knowledge of CBS, Loans, Treasury Govt. Business, e-TDS etc. operations), as and when required by the Bank at no additional cost. The resource provided must have atleast 5 years of Experience in Banking.

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 (from authorized person executed on stamp paper of appropriate value), 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, hereinafter referred to as "Purchaser" 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 issues.

7. VALIDITY OF BID DOCUMENT

Bid shall remain valid for 1 year 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 BID

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. 1 Cr**, which may 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 Proforma at **Annexure-XII**. The Bank

Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 1 year from the last 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. MSME bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank.

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
- Commercial bid

The bidders will have to submit the technical bid in Banks e-procurement system as well as in hard copy and 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 Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India"** & 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 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 and Technical functionalities and scoring atleast 70% marks (minimum qualifying marks) in the technical evaluation shall be short-listed for commercial stage.

b) COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders will be opened, who will comply with all the eligibility criteria's, will confirm compliance to all the terms & conditions of RFP document and score the minimum qualifying marks in the Technical Evaluation Stage.

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

Bidders/OEMs 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/OEMs 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

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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 BID

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 any reason.

The 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 Asstt. 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 BID

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 Asstt. 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. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

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. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Purchaser 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 Purchaser reserves the right to accept or reject any technology proposed by any bidder.

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 BID

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 Purchaser 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.

- Arithmetical errors will be rectified as follows:
- If there is any 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. 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 properly signed by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder. 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. All Bidders will be required to give a Presentation of their offered services clearly demonstrating the road map for the IT amalgamation of the three Bank, approach, amalgamation of heterogeneous platforms, technicalities involved etc. covering end-to-end services and post amalgamation audits and monitoring. The bank will schedule presentations for which time and location in Delhi, will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the bank may result in rejection

of the proposal. Bidder is required to address all queries raised by the Bank officials during the Presentation. Giving mere presentation should not be considered as being qualified/shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.

8. 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.
9. Finally the technical proposal of the bidder will be scored as per the below scoring matrix and the bidders would be assigned **Technical score (TS)**

Table B

1. Experience should be of the bidding entity as named in the Eligibility criteria, clause 1.
2. Bidder has to substantiate each of the criteria through documentary evidence as in Eligibility criteria point 3
3. All the below criteria is for assignments in Government/ PSU sector/ Public sector/ Private Sector Banks/ BFSI in India, during last 5 years from bid submission date.

SN	Criteria	Total Marks
1	No. of Consultancy assignments successfully completed related to IT Merger/IT Amalgamation/ IT Acquisitions in India. (Max 5 assignments 2 marks each)	10
2	No. of IT advisory/IT consultancy assignments successfully completed related to the following Domains in India. 1. Core Banking Solution 2. Networking including NOC Operations 3. Enterprise Wide Data Warehouse 4. Internet Banking/Mobile Banking/UPI/IMPS and other delivery channels 5. Treasury & SWIFT 6. Security Solutions including SOC 7. Payment Systems 8. Data Center/Disaster Recovery Sites 9. IT Amalgamation/Merger (3 marks for each assignment)(maximum 3 assignments will be considered per domain.)	30
3	No. of additional resources provided having atleast 10 yrs experience in any of the domains as in Table A or any other domain related to the scope of work of this RFP. (Max 5 resources, 2 marks each) Marks will only be awarded only if the resource has the valid certification in its domain.	10
4	Technical Proposal Bidder approach for executing the Merger Amalgamation Project.	10
5	Presentation: The Presentation should cover Bidder's understanding on scope and methodology to be adopted for delivering the program milestones and other program deliverables. It should also cover bidder's past experience & citations. Technical Presentation must fulfill the binding criteria as mentioned in Annexure (Maximum duration for presentation - 120 minutes)	40
Total Marks		100

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 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: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria, confirm compliance to all the terms & conditions and will score minimum qualifying marks in the Technical Evaluation Stage.

The 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 commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the 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.

1. After opening of 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.
2. The bidders will be required to quote for all the items required by the Bank.

3. Price Variation Factor

- ii. "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 eligible for further evaluation and commercial score of only the remaining bidders will be calculated. If due to such price variation factor, a bidder is not found eligible for further process and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the only eligible bidder.

Procedure for Finalizing H1 Bidder:

Tender will be awarded on the basis of Techno Commercial evaluation i.e. 70% Weightage for Technical bid + 30% Weightage for Commercial bid and the bidder who score HIGHEST MARKS will be declared as H1 Bidder. Weightage of technical bid (Max 70%) will be calculated on total marks of Technical evaluation scoring parameter.

Weightage for commercial bid (Max 30%) will be calculated on rates quoted by the bidders in their commercial bids. After opening of commercial bids, following scoring mechanism shall be deployed. The "Commercial Score" will be calculated using the formula, given below:

$$\text{"Commercial Score"} = \frac{\text{Lowest commercial price quoted}}{\text{Bidder 's commercial price quoted}} \times 100$$

The Final Score for a bidder will be calculated using the formula, given below: **"Final Score"= (Technical Score x 0.7) + (Commercial score x 0.3)**

Thereafter, the bidders shall be ranked in terms of the Final Score obtained. The bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bidder securing lesser marks as H-2, H-3 etc.

The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1

In case of a discrepancy between amount in words and figures, the former will prevail.

Note: The bidder with the lowest total cost as per the Commercial **Annexure- XI** will be allocated 100 (commercial score). The score of other bidders will be allocated keeping the lowest quoted rate. The mechanism of arriving at commercial score is given below:-

For Example: Bidder	Bidder 's commercial price	Lowest commercial price	Commercial score (Out of 100)
A	80	60	(60x100 / 80)=75
B	60	60	100
C	70	60	(60x100 / 70) = 86
D	81	60	(60x100 / 81) = 74.07
E	79	60	(60x100/79)= 75.94

25. 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 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.

26. 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.

27. DELAY IN THE SUPPLIER'S PERFORMANCE

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

28. 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, obtained. The venue of the arbitration shall be Delhi.

29. 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).

30. 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.

31. 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.

32. 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.

33. 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 its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidder's 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.

34. 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 relief 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.

35. 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.

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. DURATION OF CONTRACT

Bank will enter into contract initially for a period of 2 years from the date of Signing of Agreement with the Bank, with option of further extension of contract, for another two terms of 6 months each or any other period as per Bank's discretion, at the same rate and same terms & conditions, provided services of the bidder is satisfactory and at Bank's sole discretion.

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

3. 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 Performance Bank Guarantee amounting to 10 % of Total Purchase Order value, within one month of acceptance of purchase order & valid for a period of **2 years plus 6 months** from the date of entering into contract, with a claim period of further 12 months. The validity & claim period of the Bank guarantee should be extended on extension of the contract.
- 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.

4. 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 15 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 15 working days from the date of order, otherwise it will be considered as accepted.

5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER

In case the bidder shortlisted through this RFP process (hereinafter called "vendor") refuses to accept / execute the order, Bank will forfeit the EMD and / or invoke the Bank Guarantee. 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.

6. DELIVERY, PAYMENT & PENALTY

The Deliverables and their expected timelines are as below. Payment shall be made after delivery of the milestones, on submission of invoices, and Penalty shall be deducted for the delay in delivery of milestones.

S.No.	Milestone	Expected Timeline	Payment	Penalty
1	Stage 1-Pre Amalgamation-A- Assessment Reports- Delivery of all assessment reports w.r.t existing IT Landscape of all the three Banks. Following reports are to be submitted covering the points under Assessment stage 1. Report 1- Overall IT Landscape as per Point 1 of Scope of Work 2. Report 2 – Applications as per Point 2 of Scope of Work 3. Report 3 – Hardware as per Point 3 of Scope of Work 4. Report 4 - Dc-DR as per Point 4 of Scope of Work 5. Report 5 – Network as per Point 5 of Scope of Work 6. Report 6 - Security & SOC as per Point 6 of Scope of Work 7. Report 7 - Data Warehouse as per Point 7 of Scope of Work 8. Report 8 - ATMs & ATM Switch as per Point 8 of Scope of Work 9. Report 9 - IBS & Mobile Banking as per Point 9 of Scope of Work 10. Report 10 - License, Agreements & SLA as per Point 10 of Scope of Work 11. Report 11 - IT Verticals as per Point 11 of Scope of Work	Within 60 days from the date of Acceptance of Purchase Order	15 % of the total Project Cost	1 % of the total amount payable for this Stage, for every week delay, Maximum Penalty of 10% of total amount payable for this Stage.
2	B-Amalgamation Plan- It should exhaustively cover all the points and all sub-points also. The plan should consist of individual reports also corresponding to the 11 reports of the assessment stage. For eg Report 2 of the amalgamation plan should cover the implementable Amalgamation roadmap of all the applications.	Within 90 days from the completion of Assessment stage	20 % of the total Project Cost	1 % of the total amount payable for this Stage, for every week delay, Maximum Penalty of 10% of total amount payable for this Stage.
3	Stage2-Migration/and Amalgamation stage- The Amalgamation shall commence only on approval of the Amalgamation Plan by the Bank. Each amalgamation	9 months from the date of approval of Amalgamation plan by the Bank	45 % of the total Project Cost	1.25 % of the total amount payable for this Stage, for every week delay, Maximum Penalty

	process is to be properly documents at all stages and is to be submitted to the Bank. All the Reports and documents as specified under this stage (Scope of Work-all points from 1 to 27) is to be submitted and all tasks to be completed and final report is to be submitted.			of 12.5% of total amount payable for this Stage.
4	Stage 3- Post Amalgamation/Migration- All the Reports and documents as specified under this stage (Scope of Work- all points from 1 to 7) is to be submitted	3 months	10 % of the total Project Cost	1 % of the total amount payable for this Stage, for every week delay, Maximum Penalty of 10% of total amount payable for this Stage.

Remaining 10% of the total amount will be paid after three months of successful completion of Contract period.

If at any stage, the delay by the Consultant is such that the Penalty deducted for the delay reaches its maximum value for that stage, Bank may consider Termination of Contract as per Clause 13.

The consultant will raise invoice only after completion of deliverables and sign-off from the Bank, as per the milestones . Thereafter the payment will be released, if the invoice is in order, within 30 days from the receipt of invoice.

Payment will be released after deduction of Penalty amount, if any. Payment will be released by Bank as per above payment terms on submission of complete final report of each stage, invoice and any other required document.

Bidder has to mandatorily deploy the Project Manager along with atleast any 10 domain resources at Bank's Premises (during Banking hours) during the entire duration of Contract. In the absence of any of the Resources, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.1% of the total Project Cost for every week delay, which will be over and above the penalty as stated above with a Maximum Penalty of 20% of Project Cost.

Bank reserves its right to recover Penalty amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder.

Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), IP and NDA by Successful Bidder.

Cost of the project and its components shall remain the same during the contract period.

7. LIQUIDATED DAMAGES

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder as per Clause 6.

In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance.

8. SERVICE LEVEL AGREEMENT

The selected vendor will also have to enter into a Service level agreement for the consultancy Service for the complete amalgamation of the Banks as per the terms and conditions of the RFP and covering the scope of work and other requirements.

The non-delivery of any 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 resource/representative deployed 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.

9. 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.

10. CANCELLATION OF PURCHASE ORDER

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

- a) Non submission of acceptance of order within 15 working days of placement of Purchase Order.
- 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.

11. 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 applicable value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per (Annexure-XIII)

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

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. 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. 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 provide deliverables within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.

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 of the Bank/Amalgamating Entity.

15. GOVERNING LAWS 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.

16. USE OF CONTRACT DOCUMENTS AND INFORMATION

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Purchaser in Bid document or otherwise except for purposes of performing contract.

17. PATENT 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 it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible 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.

18. 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.

19. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER

The shortlist bidder shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank.

20. PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by the Vendor shall be deemed to be the employees of vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

The Vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Vendor's personnel/employees. The vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

21. 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 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.

Date:_____

Place:_____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UNDERTAKING FROM THE BIDDER

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

Sir

Reg.: Our bid for RFP for Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

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.:

Seal of Company:

ELIGIBILITY CRITERIA OF THE BIDDER

S.N.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes/No)
1	The bidder should be registered with Registrar of companies/firms in India for atleast 5 years.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered	Undertaking to be submitted	
3	<p>The bidder should have successfully executed assignments of providing IT advisory / IT consulting work for IT Landscape in Government/ PSU sector/ Public sector/ Private Sector Banks/ BFSI/Large Private Organization in India, during last 5 years from bid submission date.</p> <p>Such assignments must necessarily include Core Banking Solution, Alternate Delivery Channels, DC-DR setup, Payment systems, Network, IT Security, SWIFT, EDW setup/Data lake & IT Amalgamation/Merger (any three of the above 9 domains should be covered, either from one assignment or from three different assignments.)</p> <p>Any one of the client should be having a turnover of atleast INR 10,000 Crores or employee base of 10,000 & above at the time of experience</p>	<p>Satisfactory Performance Certificate from the Clients as per Annexure-VI.</p> <p>OR</p> <p>Purchase Order along with Email from the client containing all the required information.</p> <p><i>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.</i></p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p><i>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)</i></p>	
4	The bidder should have a minimum turnover of INR 100 crores (Rupees One Hundred crores) per annum from their Indian Operations, for the past 3 financial years i.e. 2016-17, 2017-18 & 2018-19. The bidder should have positive networth during the last three financial years.	Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification,	
5	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/statutory auditor, as per Annexure- VII	
6	Bidder should not have been black listed by the Government / Government agency / Banks / Financial Institutions in India and Worldwide during last 3 years. Self Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-VIII	
7	The bidder must have adequate resources in each domain as per table A	Details of the Resources as per Annexure- along with their CVs.	
8	Labour Law Compliance	Undertaking to be submitted	

NOTE:

1. In case any purchase order 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.

2. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
3. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
4. Bidders to submit relevant documentary evidence for all parameters mentioned.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
6. 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).
7. 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.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

BIDDER'S INFORMATION

S. N.	Information	Particulars / Response			
1	Company Name				
2	Constitution				
3	Date of Incorporation				
4	Company Head Office Address				
5	Registered office address				
6	GST 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				
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
13	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
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 give 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.	FY	Turnover Rs.(in Cr)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Cr)
		2016-17			
		2017-18			
		2018-19			

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

COMPLIANCE STATEMENT

Reg.: RFP for Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

DECLARATION

Please note that any deviations/assumption mentioned in the bid will not be considered and evaluated by the Bank and the bid will be summarily rejected. 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 our bid).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
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

PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing Bank

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

Sir,

Reg.: RFP for Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

This is to certify that M/s _____ has carried out a consultancy project regarding the _____ at our Organization. The consultancy services provide by _____ are satisfactory. The entire duration of consultancy was from _____ to _____.

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 Bank

LITIGATION CERTIFICATE

Reg.: RFP for Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated under the companies 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:

Seal of Company

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

Sir,

Reg.: RFP for Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

We M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years. This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,
Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

TURNOVER CERTIFICATE

Reg.: RFP for Appointment of Consultant for IT and IT Enabled Services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ has the following Turnover, Net Profit, Networth for the past 3 financial years i.e. 2016-17, 2017-18 & 2018-19, from its Indian Operations.

This information is based on the Audited Financial Statements for FY 2016-17, 2017-18 & 2018-19

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2016-17			
2017-18			
2018-19			

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PERFORMA FOR PROJECT TEAM

S N	Resource		Nam e	Desig natio n	Educatio nal/Profe ssional Qualificat ion	Experien ce in the concerne d Domain in No. of Years	Experience of Previous Merger (Client/Role /Responsibi lity)	Documentary evidence to substantiate experience
1	Program Manager							
2	Oracle DB/ MS SQL/ DB2	Resource 1						
		Resource 2						
3	Network	Resource 1						
		Resource 2						
4	System Administrators	Resource 1						
		Resource 2						
5	Middleware	Resource 1						
		Resource 2						
6	Security including SOC operations	Resource 1						
		Resource 2						
7	Delivery Channels like IBS/MBS/UPI/IMPS/ Alerts etc.	Resource 1						
		Resource 2						
8	Data Warehouse	Resource 1						
		Resource 2						
9	Treasury/SWIFT	Resource 1						
		Resource 2						

Thanking You,
Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PERFORMA FOR INDICATIVE COMMERCIAL OFFER**RFP for Appointment of IT Consultant for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India****Table-C**

	Item	Total Cost (Rs.)
1	Total cost of Consultancy Services for End-to End Amalgamation Process	

NOTES:

1. 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.
2. Any column left blank by the bidder will result in disqualification of the bid.
3. Final Bidder (H1 bidder) will be determined as per Evaluation and Award Criteria as per Clause 24 of Instruction to Bidders

Date: _____**Place:** _____**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company:**

PERFORMA 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 _____

An irrevocable 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 _____, on whose behalf guarantee is issued.

"Not withstanding 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 _____ 2018 at _____

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

PERFORMA FOR INTEGRITY PACT

To,
 The Asstt. 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 of2019.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 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 forhereinafter 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 Asstt. General Manager 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.

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

6. 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.

7. 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) Sh.Raj Kumar Singh, IRS (Retd) (mrraising@gmail.com, mrraising@yahoo.com) 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.

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

8) 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

1. 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.

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

3. 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.

4. 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.

5. 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:

NON-DISCLOSURE AGREEMENT

This Confidentiality –cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 2017, between _____ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called 'Service Provider') and Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Sector 10, Dwarka Delhi – 110 075 and inter-alia, its Information & Technology Division at 5 Sansad Marg, New Delhi – 110 001 (herein after referred to as 'PNB').

The Bank has floated the RFP for Appointment of Consultant for IT and IT enabled services for Amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India and as per the condition of said RFP, Bank will provide the details of the application to the interest bidder on submission of undertaking for confidentiality. The Bidders will examine/peruse/use such information so provided by the Bank for the purpose of bidding/negotiations for said RFP. The details of Application to be shared by the Bank constitute its trade secrets or confidential or proprietary information. The said information shall be disclosed solely to be used by the Bidder for the purpose of evaluating its prospects of participation in RFP process. It is also anticipated that the Bidder may also disclose its confidential information to the Bank. Therefore, in order to assure the confidentiality of such trade secrets and confidential and proprietary information, the parties have desired to enter into this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the "Disclosing Party" and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the "Recipient", and will include its affiliates and subsidiaries

Now this Agreement witnesseth:-

1. Proprietary Information: As used in this Agreement, the term

'Proprietary Information' shall mean all trade secrets or confidential or

Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing

requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. **Non-Disclosure of Proprietary Information:** For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations:** The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. **Return of Documents:** The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6. **Communications:** Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

M/s _____
Attn: _____

(PNB)
Attn: _____

7. **Term:** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for a period of 4 years from the date of signing of NDA. Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8. **Damages :**

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other

remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous

- a. This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____
Authorized Signatory
Shri _____
Designation _____
For Punjab National Bank
Authorized Signatory
Shri _____
Designation _____