

# **PUNJAB NATIONAL BANK**



## **(Open Tender) Request for Proposal (RFP) for Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System**

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. Bank refers to 'Punjab National Bank', '
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. Vendor means the successful bidder.
7. 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. Purchaser here refers to Bank
12. Merged entity/Amalgamated entity means the entity created post amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

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### GENERAL TENDER DETAILS

#### Request for Proposal (RFP) for Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System

1.	Date of commencement of Bidding Process.	15/02/2020
2.	Last date and time for sale of Bidding Documents	06/03/2020 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	18/02/2020 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	19/02/2020 at 1500 Hrs
5.	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	06/03/2020 upto 1600 Hrs
6.	Last date and time for Bid Re-Encryption	From 06/03/2020 1701Hrs to 07/03/2020 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 06/03/2020 1701Hrs to 07/03/2020 1400 Hrs
8.	Date and Time of Technical Bid Opening	07/03/2020 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	<b>Rs.5000/- + 18 % GST*</b> (Non-refundable) should be submitted <b>online only</b> 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. <b>0153002200175673</b> (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. This exemption is not applicable for traders, sole agents, distributors etc.
13.	Earnest Money Deposit	<b>Rs.40.00 Lac*</b> 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 12 months from the last date of submission. IFSC Code : PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. <b>0153002100572949</b> (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. This exemption is not applicable for traders, sole agents, distributors etc.

14.	Contact to Bidders	Interested Bidders are requested to send the email to <a href="mailto:swapnika.sonker@pnb.co.in">swapnika.sonker@pnb.co.in</a> , <a href="mailto:rohitraina@pnb.co.in">rohitraina@pnb.co.in</a> , containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.
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#### 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 leastTwoworkingdays 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](mailto: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](mailto: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. If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

## 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. Both the technical bid and approach paper should be sealed inside a single envelop only.
3. **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.
4. The Entire bid document 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.
5. 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).**
6. 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.
7. **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.**
8. All supporting documents must be submitted in readable form.
9. 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	Power of Attorney and Copy of Board Resolution		
4	Terms and Conditions (Annexure-I)		
5	Undertaking By The Bidder (Annexure-II)		
6	Compliance To Eligibility Criteria (EC) (Annexure III)		
7	Bidders Information (Annexure-IV)		
8	Compliance Statement (Annexure-V)		
9	Certificate of Incorporation		
10	Undertaking for having all necessary licenses/permission (EC-Point 2)		
11	Undertaking for Prime Bidder (EC-Point 3)		
12	Details of Support Center (EC-Point 4)		
14	Documents against Bidder's Experience (EC-Point 5)		
15	Manufacturer's Authorization Form (MAF) (Annexure-X)		
16	Undertaking for being the OEM of the offered Application(Annexure-XI)		
17	Turnover Certificate by CA(Annexure-IX)		
18	Audited Balance Sheets & Profit & Loss Statements		
19	Litigation Certificate (Annexure-VII)		
20	Undertaking For Non- Blacklisted(Annexure – VIII)		
21	Labour Law Compliance Undertaking		
22	Technical Specifications (Annexure – XII)		
23	Complete Bill of Material (BOM) (Both hardware & Software)		
24	Escalation Matrix		
25	Integrity Pact (Annexure – XV)		
26	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.**



## **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.

## **2. PURPOSE OF THE PROJECT:**

Presently Bank is using in house developed, PMS (Preventive Monitoring System), one of the Post-sanction credit monitoring tools in respect of all corporate borrowal accounts. The model covers a number of signals/ indicators, that are material for evaluating the conduct or health of a borrowal account and seeks to measure the performance of the account on the said signals on a continuous basis.

Further, Reserve Bank of India vide their Circular No.RBI/2014-15/590 (DBS.CO.CFMC.BC.No.007/23.04.001/2014-15) dated May, 7, 2015 and Circular No. RBI/DBS/2016-17/28 (DBS.CO.CFMC.BC.No.1/23.04.001/2016-17) dated 01.07.2016 prescribed guidelines on dealing with Loan Frauds and Red-Flagging of Accounts (RFA) based on Early Warning Signals. Therefore Early Warning Signals have attained greater significance. Main objective of these guidelines is prevention, early detection and prompt reporting to the RBI and the investigative agencies.

To comply with the guidelines of EASE Agenda / Reserve Bank of India (RBI), PNB wishes to put in place end to end comprehensive Solution for Early Warning Signals (EWS) and Intelligent Transaction Monitoring System to be implemented in Bank. Solution which is capable of giving early warning signals on dynamic basis, based upon alerts generated using borrower's information collected from various internal and external sources so that timely corrective action could be taken by Bank. Further it should be capable of reading the transaction system at the time of entering of transaction and throw up alerts to either accept and/or reject any transaction on real time basis/near real time within the transaction time out framework of CBS system.

The purpose of this RFP is to select a vendor for supply, implementation and maintenance of Early warning signal system including intelligent transaction monitoring system for PNB Domestic, PNB Overseas Branches, and also for the Amalgamated Entity (i.e. entity after amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India).

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for as per requirements mentioned in the RFP. This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Representative in India, provided bidders fulfill the minimum qualification criteria as mentioned in bid document (Annexure-III).

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

### **3. SCOPE OF WORK:**

The EWS solution should have full capability to cover entire loan portfolio i.e. Corporate, SME, Retail and Agriculture Loans irrespective of loan amount and geographic location. The EWS solution shall be implemented at Amalgamated entity (PNB, OBC & UBI) by covering entire branches /Circle offices/Zonal offices/Overseas branches and service provider should be able to deploy requisite resources for the same.

As per requirement of the bank scope of work has divided in two phases which are as under:

A. First Phase: Development& implementation of EWS & Intelligent Transaction Monitoring near real time basis/T+1 basis/ batch Basis

B. Second Phase: Development & Implementation of EWS+ Intelligent Transaction Monitoring System on real time basis in preventive mode.

The Scope of Work includes the following components :-

- 3.1 The Bidder shall be responsible for supply, installation, integration and operationalization, customization and maintenance of an “**Early Warning System (EWS) & Intelligent Transaction Monitoring System**” herein referred as “**Solution**”, which can track in all financial and nonfinancial information available in bank’s transaction system, ratings, audit, loan processing system and other internal systems as well as external systems by leveraging technology and analytical tools to strengthen Credit and monitoring area of the bank. The Solution must be deployed on premise at Bank’s Data Centre & Disaster Recovery Centre and should comply with the technical specifications as specified in Annexure-XII of this RFP.
- 3.2 The Bidder is required to Supply & install all the required Hardware and Software (OS, Database & Application) with required licenses and also Provide, cables, connectors etc. required to commission the Solution infrastructure.
- 3.3 For Bidders who will be using Oracle products, kindly provide the Oracle license details and no. of Oracle Licenses required for the complete operationalization of the solution. The cost of these Oracle Licenses, should not be included in the Indicative Commercial bid, as Bank would provide these license. The rates fixed for these Licenses is as under:

(Rates per License in INR (excluding taxes)

- a. Oracle Database Enterprise Edition - INR10 Lakhs
- b. Oracle Database Real Application Cluster Enterprise Edition – INR5 Lakhs
- c. Oracle Database Diagnostic pack enterprise edition – INR1.5 Lakhs
- d. Oracle Database Tuning pack enterprise edition – INR1 Lakh
- e. Oracle Enterprise Golden Gate License – INR2.5 Lakhs
- f. Oracle Database Partition License—INR2.3 Lakhs
- g. Oracle WebLogic enterprise edition – INR2.6 Lakhs

The cost of these licenses (rates as above multiplied by the no. of licenses required by the bidder) would be added up in the cost quoted by the bidder to arrive at the total cost quoted by the Bidder. As per Clause 25 of Instruction to bidders, Reverse auction will be conducted and price of each component will be derived. However Purchase Order will not be placed for the Oracle licenses as mentioned above. PO will only be placed for other items as per requirement of the Bank. Bidders should include the details of these Oracle licenses along with the no. of Cores in the server for which these licenses are required. The same should be provided to the Bank in the Bill of Material.

For Bidders who will be using Non-Oracle products, PO will be placed for non-oracle licenses as per the requirement of the Bank.

In case of any other database, the cost should be quoted in the indicative commercial bid. However, the bidder will have to configure and maintain the Database provided by the Bank during the contract period. The bidder should also ensure purging of database on regular basis.

- 3.4 The Solution (with each of its components) should be configured in High Availability (HA) mode both at DC& DR along with a separate UAT setup (non-HA) at DC. The solution should have the capability of supporting atleast 10,000 users with 3000 concurrent users for the next seven years. Approx. 80% of the EWS user would be alerts viewers and the remaining 20% would be report generators. This no. may however vary. The bidder should size for adequate hardware and related software and the proposed solution should have the functionality to scale both horizontally and vertically. At no instance, during the contract period, the solution/servers utilization should exceed 75%. In case the performance is adversely affected or the utilization of any server or any peripheral, exceeds the threshold of 75%, more than 3 times in a quarter, the vendor is required to upgrade the hardware/solution, within one month without any extra cost to the Bank.
- 3.5 Bank will provide the storage for the implementation of the Solution as well as storage required for 7 years. HBA cards for servers is to be provided by the bidder. Atleast 1 TB of internal storage configured in RAID 1+0, in each Server is to be provided by the bidder. SAN/Network cables and other accessories required for connecting server with storage and network and for successful installation of solution is to be supplied by the bidder. Bank will provide the required Physical Infrastructure (power, cooling, rack space etc.). Cost of all the peripherals hardware/accessories which are to be provided by the bidder should be included in cost of hardware in the indicative commercial bid.
- 3.6 The proposed solution should support 3rd party Enterprise Backup Solution of all leading OEM's, and there should not be any negative performance impact on the solution performance during the Backup even if Bank takes the Backup in business hours. Currently Bank is having Dell EMCs Data Protection Suite with DD9300 as the Backup Appliance. The bidder should configure the solution with the existing Backup setup of Bank, without any extra cost to the Bank. For backup, if any license or customization is required, it must be provided without any extra cost to Bank.
- 3.7 If Load Balancing is required for the implementation of the Solution, the bidder has to arrange for the same, without any extra cost to the Bank. Bank will not provide any hardware/software for load balancing.
- 3.7 The Vendor should maintain Uptime of **99.95%** of the Solution both at DC & DRS during contract period and the solution should have maximum response time of 3 minutes, once fully automated.
- 3.8 Bidder should have Back-end arrangements with external agencies as below for Data sharing and for integration capabilities.
- Market data & financial information including Quarterly result (listed companies)
  - Borrower's Bank account statement with other Banks
  - Ministry of corporate affairs
  - Information available on various news sites
  - Central-KYC and PAN Check
  - External rating agencies
  - Various defaulter lists and other banks SMA report
  - CIR agencies
  - Social media.
  - CFR/ CBI /ED/SFIO/Cyber Crime, EOW, Central Economic Intelligence Bureau (CEIB)
  - SIDBI, Udyami Mitra, ECGC, UdyogAadhaar, CGTMSE, Customs, DGFT, IBA
  - SEBI
  - RBI,
  - DRT, DRAT, NCLT, NCLAT, Insolvency and Bankruptcy Board of India (IBBI)
  - Various courts.

- GST, Income tax or other revenue authority
- International Databases: These data points involve information from international regulators and bodies, some of the lists involved are: - OFAC List IMOLIN, US Sanction lists, UK Sanction lists.

Subscription for external data from these agencies shall be arranged by vendor only. However, if bank's intervention is required for subscription of any external source where vendor is not eligible for such tie-up, bank may intervene as per its discretion. Frequency of updation of external data shall be decided by bank. All costs related to external data from these agencies, should be indicated by the bidder in the commercial bid under Implementation cost.

Post-implementation, if there is requirement of integration/Data sharing with any new entity (apart from the agencies listed above), then subscription-cost for the same will be borne by the Bank. However, all other task related to external data sharing & integration with the solution will be done by the bidder, without any extra cost to the Bank.

- 3.9 At the time of presentation bidder should display sources of each EWS which are expected to be captured through this solution and process through which each transaction of borrowers can be monitored. If there are any limitation of external information for certain types of borrower based on turnover, listing status etc. then the same is also required to be disclosed at the time of presentation.
- 3.10 The solution is required to integrated with Bank's CBS, EDW (all output sources), all payment Channels like (Internet Banking, Mobile Banking, UPI, IMPS etc.), Credit Risk Rating, EFRM, CLAPS, CLPMS, AML etc. and from global(domestic as well international) external sources like MCA, CERSAI, CRILIC, NSE/BSE NCLT,DRT,CICs, etc, without any extra cost to the Bank. In case, there is requirement of integration of the solution with any existing or new channel, within one year of complete implementation (i.e. one year from sign-off), the same is to be done by the bidder without any cost to the Bank. Beyond the period of one year from sign-off, Customization cost will be paid as per the Commercial bid (Customization cost Finalized after Reverse Auction).
- 3.11 The architecture of the solution should allow Bank's system to be easily integrated and the technology used should be easily adoptable and portable to the Bank's system. In case any Customization is required by the Bank in any functionality of the solution within one year of complete implementation (i.e. one year from sign-off), the same is to be done by the bidder without any cost to the Bank. Beyond the period of one year from sign-off, Customization cost will be paid as per the Commercial bid (Customization cost Finalized after Reverse Auction).Customization charges will only be paid for any such requirement which is not mentioned in the Scope of Work or Technical/Functional specification of the solution as in the RFP. Any customization done in the solution as per Bank's requirement shall become part of Bank's intellectual property and Bidder shall not provide the same functionality to any other Organization. Failure of which will constitute a breach of the Non-Disclosure Agreement and Bank may take necessary action against the bidder as per the NDA.
- 3.12 Bidder is required to provide a centralized dashboard for monitoring of complete Solution and all transactions, alerts, generating reports etc. If Bank requires any customization in the solution/dashboard, the bidder will have to implement the same without any extra cost to the bank. Minimum no of report initially required will be approx. 25. This no. may however vary in future. There may be a common dashboard with different role placed access/rights .
- 3.13 Bidder shall provide support for training, trouble shooting, capability to scale up, configuration management, logging capabilities documentation such as data flow diagram, architectural diagram, structure user manual and implementation architecture.
- 3.14 Each signal from EWS solution shall be put on live server after UAT sign-off from bank officials. Post UAT, Vendor shall be solely liable and responsible for all the loss and consequences if any incurred by Bank due to any incorrect signal generated from the accurate internal/external data or any signal generated on the basis of incorrect external data extracted by the vendor

**3.15 Information Security and Audit-**Bidder 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 and provide such regulatory requirements at no additional cost to bank during the warranty and ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit (VAPT, EAPT, IS Audit et.) through off-site and on-site scrutiny at any time/periodically during the contract period. The auditors may be internal/ external. The system should have Audit Log for all Admin and user operations and should be capable of keeping Audit trail as per Bank policy. The vendor should provide solution and implementation for all the audit points raised by bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

**3.16 Training-**

- a. Vendor is required to mandatory impart training of atleast 5 days to 100 identified bank personnel, without any extra cost to the Bank, in Bank's premises, after implementation of the solution. Training locations will be in Metro cities across India.
- b. The training should cover configuration, operation/functionalities, maintenance, support and administration for software/ hardware/ database/ OS/ Middleware, application architecture and components installation, troubleshooting processes, complete knowledge transfer for handling the application, reporting aspect or regarding any new feature/update etc, of a proposed tool/ software,. The training should contain complete & exhaustive knowledge of the solution (both classroom and hands on mode) and should be such that the trained personnels can inturn train other staff members as well i.e trainer's training.
- c. The training is to be provided by technically qualified person having atleast 5 years of experience of working of the solution.
- d. In case any additional training is required during the contract period, the same should be provide by the bidder. Separate commercials have been called for the same. Bank will place separate purchase order, as and when required. Bidder will impart training at Bank's Premises.
- e. Bidder is also required to provide well documented training materials (E-learning material, guidebook, handouts, training manuals etc.) for different personnel involved in this process. And also Develop content for the Bank to train personnel on an ongoing basis.
- f. In case any customization is done in the solution during the contract period, Bidder is required to provide atleast 1 day training for the same, without any extra cost to the Bank.

**3.17 Support including Onsite Technical Support (OTS)-**

- a. The Bidder shall provide requisite skilled resources during the implementation period. The number of resources deployed during the implementation period is as per bidder's discretion.
- b. One L2 resource must be deployed at PNB HO at normal shift (10:00 am to 6:00 pm) for atleast 6 months post Implementation i.e. 6 months from sign-off, without any extra cost to the Bank.
- c. After 6 months of complete implementation, bidder is required to deploy One L2 resource at PNB HO at normal shift (10:00 am to 6:00 pm) (except Bank Holidays) for the entire duration of contract. Separate commercials have been called for the Onsite Technical Support and it is the sole discretion of the Bank to avail its services or the duration of the OTS. Separate Purchase Order will be issued for the OTS (after 6 months of implementation) specifying the duration of the support and the no. of engineers required. Bank is not bound to place any minimum order for additional OTS. This option will be availed as and when required by the Bank.
- d. The L2 resources deployed should have requisite knowledge and experience of atleast 3 years required for management and monitoring of the overall operations of Solution.
- e. The deployed L2 resource will be the first point of contact and their efforts are to be supplemented and supported by expert team of the vendor at the backend.
- f. The resource should be able to resolve the issues/fix bugs identified from time to time and update the solution accordingly & should have understanding of the application to effectively handle queries raised by the Bank.

- g. Vendor should support in obtaining the requisite certifications, integration, maintenance, patching, compliance, etc.
- h. One Senior Official having at least 10 years of experience in implementing financial models will visit the Bank, once in every 6 months to review the overall security architecture and submit the report.
- i. Bank may carry out security verification of the deployed resources.
- j. The non-availability of resource, should be compensated with a resource having similar skill set for the period of non-availability. The penalty for non-availability of the resource would be applicable as mentioned in clause 9 of Annexure-I. The Bank reserves the right to interview the resources that would be deployed at the Bank for Onsite Technical Support.
- k. The support will also be provided by vendor through its backend team, who will have to recommend / assist in implementation / configure and other technical consultancy at no extra cost to Bank. No contractual / 3rd party personnel is allowed
- l. Vendor will be required to provide root cause analysis for all performances and availability reports and also conduct performance tuning of the solution and provide review report, once in every 6 months .
- m. During the contract period, any updation/up gradation/new patches will be done by vendor at no extra cost.
- n. Vendor will also Provide 24x7x365 days, Help Desk facility and Online support facility and Escalation process should be in place for unresolved issue

**3.19** Vendor has provide all the necessary documentation relating to the implementation including, but not limited to the following:

- a. Project Charter
- b. Solution Architecture and Design
- c. Architecture / Technical diagrams/User manuals
- d. System flow documentation
- e. Technical manuals
- f. Training Manuals
- g. UAT Test and other Tests scripts
- h. Standard Operational Procedures
- i. Manuals should be provided in printed duly hard bounded form and 2 sets in soft copy duly labeled and indexed working CD / DVD.
- j. All installation and configuration reports, documents, diagrams, etc. are to be supplied before commissioning.
- k. Documentation of standard operating procedures for EWS.

**3.20 End of Sales / End of support:**

The Vendor has to ensure that any equipment (hardware/software) supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the contract period from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.

**3.21** Vendor has to carry out the following activities w.r.t the solution

**a. User Management**

- i. Set up and manage admin and user accounts as per policies of organization.
- ii. Manage and restrict users as per the assigned roles & responsibility.
- iii. The maker checker concept will be followed while creating users.

**b. Configuration Management**

- i. Configuration and Management of Interface addresses, routing information, routing tables, Multicast configuration for the Device operations.
- ii. Patch implementation.
- iii. Detailed architecture covering hardware/ software/ OS/middleware/database, etc. as per specific requirement of the project.
- iv. Backup of configuration.

- v. Configuration backup before making any changes.
- vi. Documentation of change management.
- vii. Disaster Recovery Management.

**c. Compliance to Bank's IS Security policy**

1. Responsibilities for data and application privacy and confidentiality.
2. Responsibilities on system and software access control and administration
3. Physical security of the facilities.
4. Physical and logical separation of data from other customers of the bidder i.e. the data should be kept on Bank's premise or any place decided by the Bank and Non-Disclosure agreement should be signed to prevent leakage of information and knowledge.
5. Incident response and reporting procedure.
6. Password policy of the Bank.
7. Data Encryption/Protection requirement of the Bank.
8. Backup/Recovery solution should be part of the total solution. The bidder should integrate the tool/software with the existing systems as per requirement of Bank and carry out thorough system integration system testing.
9. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by bidder to the Bank. The UAT includes functional test, resilience tests, benchmark comparisons test, load test etc. PNB staff/third party vendor designated by the Bank will carry out the functional testing. This staff/third party vendor will need necessary on- site training for the purpose and should be provided by the bidder. The bidder should carry out other testing like resilience/benchmarking/load etc. Bidder should submit result log for all testing to the Bank.
10. On satisfactory completion of aforementioned test, the user acceptance test (UAT) letter will be issued to the bidder by the Bank.

**d. Miscellaneous**

- i. Should offer multi-currency support.
- ii. Support encryption of data during information exchange internally and with external systems.
- iii. System should be flexible to set-up various views / alerts using parameters and without any intervention of vendor or any modification of the solution.
- iv. Ability to upgrade the authentication and authorization mechanisms to accommodate the future requirements.
- v. Vendor shall ensure that the software application will have high scalability i.e. without the necessity of rewriting code or undertaking other major efforts; the system should be easily upgradeable to increased workload, better performance, additional users and improved network connectivity.
- vi. Solution access should be permitted only through password verification with all user IDs being unique. Solution should not allow any generic users.
- vii. The system should show the list of deviations. The system needs to store or store a reference to the original policy so that user can refer to it during authorization/ queries/ doubts/ etc.

**3.22 Bank desires a solution with the following functionalities:**

1. Capability to collate, consolidate , transform, enrich, filter, analyse and store structured / semi-structure / un-structured information / data from all available channels i.e. from bank's internal solution like CBS, Credit Risk Rating, EFRM,CLAPS,CLPMS,AML etc. and from global(domestic as well international) external sources like MCA, CERSAI, CRILIC, NSE/BSE NCLT,DRT,CICs, etc.
2. Solution should also have the capability of evaluating non-financial text based data, keyword based filtrations, and text analytics/sentiment based filtrations.

3. On the basis of data collected solution should have capability of identifying the EWS and throw the alerts.
4. Capability to analyze and classify transactions in a customer's bank account into different categories on the basis of alerts and provide suggestive/corrective/preventive measure. The solution should be capable to store corporate history with whom borrower is transacting to identify relationship between linked accounts, customers, companies, directors, etc.
5. Solution should have intelligent facts extraction capability for negative news about borrower, its promoters, and directors. It should also be capable of finding the relationships among borrower's related parties.
6. Solution should have flexible integrating capabilities with internal database through formats such as PDF, XLS, Doc, Docx Text, and XBRL, flat file upload, API based integration etc. There should be customization of data entry screen in the solution for entering the relevant information from the branch users.
7. Capabilities such as Artificial Intelligence, web crawling, Optical Character Recognition(OCR) etc. may be utilized for triggering the EWS.
8. Tracking borrower's request for fund transfer above the specified threshold/ showing suspicious pattern/breach of rule configured through any of below mentioned sources:
  - ✓ RTGS/NEFT/IMPS transaction originating in bank branches.
  - ✓ RTGS/NEFT/IMPS transaction originating from alternate delivery channels.
  - ✓ Cheque clearing inward /outward
  - ✓ Swift /SFMS message
  - ✓ Intra bank transfer
9. The Solution must provide a framework for deciding what thresholds of business rules will result in an alert. The indicative thresholds may be :-
  - ✓ Amount based (absolute or % of limit)
  - ✓ Facility based
  - ✓ Event based
  - ✓ Industry based
  - ✓ Geography/location based
  - ✓ Financial Ratio analytical tool
  - ✓ Or a combination of the above.
 Rules should be configurable at front end only.
10. The solution should be able to collect, analyze the data about leveraged position of borrower/promoters based on Group Revenue, Group Debt and Group's TNW .
11. Alerts should be visible on dash board and also required to be sent through SMS/mail. Bank desires a centralized dashboard for monitoring of transactions, generating customized reports and for alerts.
12. Reports
  - a. Users should be able to generate report in PDF/XLS and XBRL format as per specifications. Solution should provide for Customization of the borrower wise consolidated report comprising of all alerts which are present in borrower account and score. This report can be customized for following level:
    - Customer-Wise report of all alerts at Branch Level
    - Customer-Wise report of all alerts at Circle Level
    - Customer-Wise report of all alerts at Zone Level
    - Customer-Wise report of all alerts at HO Level
  - b. Report for suggesting red flagging account based on RBI prescribed signals
  - c. Besides based on future requirements bank shall customized other detailed reports without any additional cost.
13. Alerts report should be accessible across all types of devices like Desktop, laptop, Tablets, mobiles etc.
14. Frontend/Interface/Dashboards should be user friendly and be developed as per bank specifications.
15. System should be capable of preparing 360 Degree profile with respect to each Borrower / Group. A final score should be assigned on the basis of severity of triggers and risk categorization of customer.
16. Solution should have the closure mechanism (as per bank's requirement) for EWS generated.



17. The algorithms underlying the model will have to be developed in Bank's context and should have the ability for further addition/modification as per the future trend & requirement and shall remain exclusive proprietary of bank.
18. The exposure limit for reporting of EWS/RFA may be changed from time to time as per RBI guidelines; system should be capable of parameterizing the exposure limit for identification/reporting of EWS/RFA.
19. Logging capabilities: The EWS solution is expected to have features pertaining to logging which will cover functionalities around:
  - i. User activity logging (reports runs, data deleted etc.).
  - ii. System activity logs around the following system query runs, batch report extractions and master data/operational data deletions/modifications.
  - iii. Application error and crash logs (e.g. data ingestion errors, failed sanity checks, API errors etc.)

**List of sample EWS signals which are required to captured under this solution are as under:**

1. Alerts for non-achievement of projected financials given at the time of sanction on a dynamic basis and periodic analysis of the key parameters like sales, purchases, NWC, holding levels to detection of unusual/abnormal movement.
2. Generating alerts when the credit summation are not sufficient to serve interest, or commensurate with the sales projected/Estimated and for difference in credit summation with audited sales.
3. Alerts if the financials submitted to bank are different which were submitted to regulatory authorities.
4. Generate alerts for any time or cost overrun or any negative development which may hamper cash flow from the project/project completion.
5. Disinvestment by promoter/frequent change in management and key personnel moving out of business without intimation to lenders.
6. Related party transaction and genuineness of such transactions.
7. Verification and genuineness of Receivables/ Debtors including overseas debtors.
8. Verifying suppliers or EPC's genuineness, credit worthiness and its association with borrower.
9. Genuineness of overseas supplier/buyer.
10. Foreign transaction risk giving comprehensive details of direction, velocity & veracity of the transaction.
11. Diversion/ Siphoning of funds/ Fraud like giving concrete details of floating of associates/JV with borrowed money.
12. Using of funds as per sanction terms or not.
13. Timely detection of payments to party who is not in same trade/ related to business of the borrower.
14. Alerts for abnormal transactions in the Account (For Example - debit – credit of same amount etc.) which are done for manipulation in sales/ purchase figures.
15. Alerts for capital commitment provided by group companies in subsidiaries/JV/Associates, cross guarantee, high group leverage and any other weakness in the group which may impact health of the borrower account.
16. Generation of alerts with regard to the sudden change / spurt in Financials for Related Parties / Associated Companies / Joint Ventures / Subsidiaries including Overseas Related parties along with any change in regulatory environment of Host Country and any legal dispute involving related parties.
17. Alerts be incorporated for major Related Party Transaction, which are not genuine trade transaction in terms of Industry / Clientele / Sales / Transaction Amount.
18. Alerts for Identifying Shell Companies of Promoters / Directors at Domestic / Abroad.
19. Impact of merger/ demerger/ expansion/ Restructuring on key financials enabling bank to clearly infer weak signals.
20. Alerts related to number of companies/LLP's registered in India and abroad at the same address/ directors/promoters (shell companies).
21. Non Creation/modification of charge on primary/collateral security, reporting of additional charges created or deleted which may include all authorities like local

- revenue authority, ROC & other such relevant authority.
22. Alerts regarding irregularities with our bank and/or other banks /statutory bodies default coming in CICs or other relevant agencies giving pointed details of quantum, relevant institution, exact nature and number of days of irregularity.
  23. Non-compliance of terms and conditions of last sanction of sole, lead or other consortium members.
  24. Frequent change in auditor not in line with Companies Act guidelines/without proper justifiable reasons.
  25. Abnormal movement of inventory. Difference in the value of Stocks in ABS vis-à-vis Stock Statement(as on 31st March) giving pointed quantified differences by analyzing reasons of inflation/deflation by volume/price/other reasons.
  26. Alerts for adverse movement in capital market on a dynamic basis like unusual decline/movement in share prices or shareholding pattern, negative news, disinvestment by Mutual Funds in borrowal company, status of statutory returns ,major penalties imposed by various agencies like stock market , SEBI, ROC, Income tax department, GST, RBI, global regulator etc.
  27. Pending litigation against by the borrower at different forums, NCLT, NCLAT, GSTAT, DRT, SARFAESI, Customs Appellate Tribunals etc. along with impact thereof.
  28. Impact assessment of any adverse changes in economic scenario/ industry/ sector / Sub-sector of borrower with pointed inferences.
  29. Alerts for customer having different mobile number / address in other banks, multiple customer are sharing same address and numbers.
  30. Alerts with regard to the Loan Requests with other Banks / Sanction of Credit Facilities by other Banks / FIs.
  31. Alerts for degradation in external rating of the borrower by international rating agency's in case of overseas Borrower and by Indian Rating Agencies in case of ECBs.
  32. Other 42 early warning signals as prescribed by RBI& 85 early warning signals prescribed by DFS under EASE agenda.
  33. The list is only illustrative, not exhaustive. Additional early warning signals /Alerts at bank's discretion.

**Phase B: Development & implementation of Intelligent transaction monitoring system on real time basis :**

Under this phase integration with transaction system of the bank shall take place on real time basis. Alerts from EWS system shall be pushed to CBS on the basis of alerts history of customer and risk categorization either accept and/or reject any transaction on real time basis within the transaction time out framework of CBS system and provision of manual intervention by bank staff to decide whether transaction can be posted or not.

**Other conditions:**

- a. The vendor will provide services for implementation / rolling-out /support / maintenance of proposed Solutions for a minimum period of 7 years (3 years warranty + 4 years AMC/ATS) from installation date with option of further extension of contract for another two terms of 1 year each, at the same rate& 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 fails to meet any of the requirements as mentioned in the RFP.
- b. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- c. A detailed agreement will be done with the vendor specifying roles and responsibilities.
- d. Obtaining of the Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the vendor. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

## **INSTRUCTION TO BIDDERS**

### **1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY**

In case of company, Board Resolution in favour of Authorized Person and Power of Attorney/Authorization letter (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 ([and https://etender.pnbnet.in](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 12 months from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

### **8. LATE 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.40.00 lacs**, 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 Performa at **Annexure-XIV**. 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 12 Months 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. MSE bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc.

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 super-scribing **"Technical Bid response against RFP for Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System"** & 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 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 and will confirm compliance to all the terms & conditions of RFP document and Technical functionalities in the Technical Evaluation Stage. **(Annexure-XII)**

## 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

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](http://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 in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.
- AMC/ATS amount, if asked for in specified range, and quoted under or beyond the specified range, would also be recalculated.

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, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. All Bidders will be required to give a Presentation which may include a Demo as well, of their offered solution clearly demonstrating all the technical functionalities and deployment architecture. 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 also expected to demonstrate the product's capability, compatibility, applicability and acceptability to the bank as per the RFP requirements on Use cases / Demo Scripts for the solution. During Presentation, the bidder will also have to show the front end of the proposed application i.e monitoring of transactions, generating alert, updating as well as inserting the data to the data base, deployment method etc. 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.
7. Bidders satisfying the requirements as determined by the Bank, accepting the terms and conditions of this document and successfully demonstrating the capabilities of their solution in the Presentation shall be short-listed for further process.
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. 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.
10. **The purchaser may waive any minor infirmity 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.**

### **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 and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. 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.



2. 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.
3. The bidders will be required to quote for all the items required by the Bank.
4. **Price Variation Factor**
  - i) "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.
  - ii) Price variation (both high or low) may also be considered for any particular item i.e. bidder quoting abnormally high or abnormally low prices against any item/s may also be liable for rejection.

**The L-1 price and L-1 vendor will be decided on the basis of least total cost of solutions i.e Total of Table A ,derived after conducting reverse auction.**

## **25. REVERSE AUCTION**

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

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

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-A of Indicative Commercial bid format (Annexure XIII) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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).

## **31. 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.

## **32. 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.

### **33. 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.

### **34. 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.

### **35. 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.

### **36. 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 7 years (3 years warranty plus 4 years ATS/AMC) from the date of installation of all the hardware & software licenses at DC & DR, with option of further extension of contract, for another two terms of 1 year each, 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 5 years plus 6 months from the date of entering into contract.
- b) One Month before the expiry of PBG, successful bidder has to extend the validity of the PBG for a further period of 2 years, and it should be further extended on extension of agreement.
- c) If the Vendor, fails to extend the validity of the PBG, one month before its expiry, Bank reserves the right to invoke the Performance Bank Guarantee.
- 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) EMD Money of un-successful bidders will be returned on completion of RFPprocess whereas EMD of successful bidder will be returned on submission of the Performance Bank Guarantee. No interest will be paid on EMD.
- f) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- g) The Performance Bank Guarantee will be furnished for due performance of the complete solution.
- h) 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 procure the same from the respective OEM as per existing terms & conditions and rate accepted by OEM. The said vendor will have to bear the difference of cost if any of such item / product purchased by Bank from OEM (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the said vendor). Bank also reserves the right to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

#### **6. DELIVERY& INSTALLATION**

Bidder shall be responsible for delivery and installation of the complete solution (hardware & software both) ordered at both DC & DR site within 8 weeks from the date of Purchase order. Installation means mounting of Servers in Rack (If any) and "Power-On" all the hardware with all the accessories provided with the hardware. The point of delivery/ destination will be as defined by the Bank in the purchase order.

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

#### **7. IMPLEMENTATION**

Bidder shall be responsible for complete implementation, as per Scope of work & technical specification, of the solutions at both DC & DR as well as test set up at DC within the timelines as per clause 9 given below.

#### **8. ACCEPTANCE TEST**

All the delivered hardware items may be subjected to an acceptance test. Vendor has to arrange one Engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test.

#### **9. PAYMENT, PENALTY, DELIVERY AND TIMELINES**

Payment will be made as per the following schedule: -

A-Total Hardware Cost

B-Total Software License Cost (including OS, Database etc.)

C-Total Software Cost including application software

D-Implementation Cost including integration

Implementation Stages:

Stage 1- Complete implementation of EWS & ITMS in Monitoring Mode for PNB Domestic- (all branches & offices) including integration with all channels.

Stage 2- Complete implementation of EWS & ITMS in Monitoring Mode for PNB Overseas branches

Stage 3- Complete implementation of EWS & ITMS in Preventive Mode for the Amalgamated Entity (PNB, OBC & UBI) for both Domestic (all branches & offices) & Overseas branches

<b>Deliverables</b>	<b>Expected Timelines</b>	<b>Eligible Amount</b>	<b>Penalty</b>	<b>Maximum Penalty</b>
Complete Installation of all the required hardware & delivery of all software licenses(Complete BOM at DC & DR )	Within 8 weeks from the date of Purchase Order (PO)	80% of A+60% of B	1 % of (A+B) for every week delay	10% of (A+B)
Completion of First Stage of Implementation	Within 2 months from the date of installation or 4 months from the date of PO	20% of A+ 20% of B + 40% of C+ 20% of D	0.5 % of (B+C+D) for every week delay	10% of (B+C+D)
Completion of Second Stage of Implementation	Within 2 months from the date of completion of First Stage	20% of B + 20% of C+ 20% of D	0.5 % of (B+C+D) for every week delay	10% of (B+C+D)
Completion of Third Stage of Implementation	Within 2 months from the date of completion of Second Stage	20% of C+ 20% of D	0.5 % of (C+D) for every week delay	10% of (C+D)
Sign Off of complete solution with all modules/functionalities (UAT)	Within 2 months from the date of completion of Third Stage	10% of C+ 20% of D	0.5 % of (C+D) for every week delay	10% of (C+D)
After six months of sign-off		10% of C+ 20% of D		
ATS/AMC		On Quarterly basis in arrears		
OTS (Onsite Technical Support) Cost		On Monthly basis in arrears		
Customization cost, if any		Within one month of UAT		

### **Penalty due to Downtime**

After implementation of the Complete solution, Penalty will be deducted for downtime of the system (Hardware / Application failure) as below

<b>Uptime (U)</b>	<b>Penalty</b>
U >=99.95	No Penalty
99.50<=U< 99.95	0.1 % of (A+B+C+D)
99.00<=U< 99.50	0.2 % of (A+B+C+D)
98.50<=U< 99.00	0.3 % of (A+B+C+D)
98.00<=U< 98.50	0.4 % of (A+B+C+D)
And so on	For every 0.5 % drop in the Uptime, Penalty @ 0.1% of (A+B+C+D), upto a maximum of 10% of (A+B+C+D)

SLA will be monitored on Monthly basis.

Penalty due to downtime, during three years of warranty period will be deducted from any subsequent payment to be made to the Vendor.

Penalty due to downtime, during AMC/ATS period will be deducted from AMC/ATS payment.

### **Penalty due to Absence of Onsite Engineer**

In the absence of the deployed OTS resource, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.5% of monthly OTS cost, for each day, upto a maximum of 10%.

**All types of Penalties can be levied simultaneously upto their maximum limit. Maximum deducted penalty of one type will not affect any other type of penalty**

**100% of any item is the eligible amount after deduction of Penalty , if any.**

In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation. Bidder shall quote all the figures in numbers followed by total in words in the indicative commercial bid.

***Sign off will be given only after successful implementation as per the scope of work, & testing of the solution deployed in our Bank.***

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.

If at any stage, the delay by the Vendor, downtime of the solution or absence of onsite engineer is such that the Penalty deducted for it reaches its maximum value for that stage, **Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.**

## **10. INSURANCE**

The hardware/equipment to be supplied under the contract period shall be fully insured till installation of the system by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services. All expenses towards insurance shall be borne by the vendor.

## **11. WARRANTY**

Complete solution (both hardware and software) supplied should be covered under comprehensive on-site BACK-TO-BACK warranty for **three years** from the date of installation. Bidder should make adequate arrangements with OEM for the same. This includes replacing the faulty component, updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, upgrade would be done by vendor immediately for critical updates or on monthly basis for normal updates/upgrades.

The vendor shall be fully responsible for the warranty of all equipment, accessories, spare parts, including that of software items etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period.

Warranty should cover the following at no extra cost to Bank:-

- Service support should be available on 24 x 7 x 365 basis.
- Any issue except hardware failure in the deployed solution should be resolved within 4 hours of receipt of complaint.
- In case of failure of any hardware, replacement should be within 24 hours from the time call is lodged during warranty and AMC. The replacement unit has to be shipped by the OEM & should be compatible and the bidder should install and configure the same. Once confirmed by Bank on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM. All charges, including taxes if any, towards replacement has to be borne by the bidder.
- Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC.



- Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any, for hardware.
- The vendor should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report quarterly. During the preventive maintenance the bidder should also check the firmware / operating system running on the servers and other components and upgrade the same to latest version as released by OEM. The vendor will be required to forward to the Banks well in advance (at least 7 days) the preventive maintenance schedule / plan to enable the Bank to intimate the locations/offices and obtaining downtime etc.
- Free of cost version upgrade/customization will be done by bidder whenever new version of firmware/software is released or new requirements comes.
- The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration after feasibility check by the vendor. The feasibility of same should be informed to the Bank.
- The bidder to submit detailed Root Cause Analysis for hardware & software related issues/failures.
- Any coordination with the OEM for support should be carried out by the bidder engineer.
- The bidder to note that, only under exceptional conditions remote access for devices would be provided. Under all other circumstances bidder to provide on-site support only.
- The OEM must provide technical support. The OEM must provide the dedicated login credentials to Bank with highest level permissions to search knowledge base, downloading of the patches, documents and to manage the device. Bank should be able to raise tickets directly to OEMs.
- Bank should have a facility to log a call using web interface wherein all the support contract details should be linked. This interface should provide the incident number for monitoring the progress of the call/support ticket. The Bank should also have flexibility to log the calls using either emails/telephone also.
- The OEM should have a comprehensive known error database or knowledge database in the form a web access which is accessible to Bank team for resolving first level issues. This is not a local database maintained to track incidents. This repository is the knowledge base of all the incidents resolved worldwide by the vendor support teams.

## **12. ANNUAL MAINTENANCE CONTRACT (AMC)/ANNUAL TECHNICAL SUPPORT (ATS)**

The On-site, comprehensive BACK-TO-BACK AMC/ATS (quoted in percentage) will be valid for a period of **Four years** after expiry of three year's warranty period and the quoted %age will be continued for entire contract period. Bidder should make adequate arrangements with OEM for the same. The scope of AMC is same as Warranty. Payment of AMC and ATS will be released on quarterly basis. The AMC/ATS may be terminated by the Bank after giving three months' notice in case of deficiency in services. Bank may extend the AMC/ATS term for two terms of 1 year each on same rates and same terms and conditions.

The quoted percentage (%) for AMC and ATS would be applicable for proactive support on 24 x 7 x 365 basis. AMC and ATS would cover all components of the offered appliance without any exceptions.

The Bank will enter into an all-inclusive Annual Maintenance Contract (AMC) with the selected bidder after the expiry of respective warranty period for the hardware item and software systems.

The scope of AMC will be same as scope of Warranty mentioned in above Para.

## **13. UPGRADES AND UPDATES**

The bidder shall be required to provide all future updates and upgrades for the proposed hardware/software provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented solution should be available at any point of time.

## **14. SERVICE LEVEL AGREEMENT**

The selected vendor will also have to enter into a Service level agreement for Service Support and

Maintenance of complete solution as per the terms and conditions of the RFP and covering the scope of work and technical 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 engineers/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.

## **15. 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.

## **16. 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.

## **17. 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-XV)

## **18. 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.

## **19. 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.

## **20. TERMINATION OF CONTRACT**

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

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

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

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## **27. 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 Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System**

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 have all necessary licenses, permissions, consents, No Objections, approvals as required under law for carrying out its business. It should have currently valid GST and other applicable taxes registration certificates /PAN etc	Undertaking to be submitted	
3	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered	Undertaking to be submitted	
4	The bidder should have Support centers in India. However, support centers at Delhi/NCR & Mumbai are desirable	Undertaking to be submitted with details of support center like address, contact details, no. of Support engineers	
5	The bidder must have successfully implemented similar solutions like Early Warning System/ Intelligent Transactional Monitoring system/EFRM/AML in the area of credit monitoring during last 5 years in atleast 1 Public sector bank/ Private bank/BFSI registered in India or abroad, with Loan Portfolio of atleast INR 1 Lakh Cr and the solution should be currently running.	<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 &amp; Mobile no.</i></p> <p>OR</p> <p>Copy Of Work Order along with Installation Certificate signed &amp; stamped by the Client</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 OEM's/bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)</i></p>	
6	The bidder should be the Original Equipment Manufacturer (OEM) of the offered EWS & ITMS solution, with presence in India, or its authorized representative in India.	<p>In case of authorized representative, MAF from OEM of the Solution as per Annexure-X in their letter Head needs to be provided.</p> <p>In case the bidder is itself the OEM, undertaking as per Annexure-XI on their company's letter head should be provided.</p>	
7	The bidder should have a minimum turnover of INR 10 crores (Rupees Ten crores) or (INR 5 Crores (Rupees Five Crores) for MSE bidders ) per annum from Its Indian Operations , for the past 3	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	

	financial years i.e. 2016-17, 2017-18 & 2018-19.  The bidder should have positive networth during the last two financial years.	provided in this regard should be without any riders or qualification,	
8	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	
9	Bidder should not have been black listed by the Government / Government agency / Banks / Financial Institutions in India during last 3 years. Self Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-VIII	
10	Labour Law Compliance	Undertaking to be submitted	

**NOTE:**

1. For a particular Solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
4. 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.
5. 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.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. 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.
9. 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).
10. 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 Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System****DECLARATION**

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.

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,

**Req.: RFP for Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System**

This is to certify that M/s \_\_\_\_\_ has supplied/implemented \_\_\_\_\_ solution which is a EWS/ITMS/EFRM/AML/transactional Monitoring solution in the area of credit monitoring, originally developed by \_\_\_\_\_ (OEM name) to our organization since \_\_\_\_\_. The EWS/ITMS solution is currently running successfully.

The services of M/s \_\_\_\_\_ are satisfactory.

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

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Bank**

## LITIGATION CERTIFICATE

**Reg.: RFP for Supply, Implementation & Maintenance of Early Warning System (EWS) &Intelligent Transaction Monitoring System**

**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 Supply, Implementation & Maintenance of Early Warning System (EWS)  
&Intelligent Transaction Monitoring System**

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 Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System****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/Loss and Networth from its Indian Operations, for the past 3 financial years i.e. 2016-17, 2017-18 & 2018-19.

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

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2015-16			
2016-17			
2017-18			

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

**MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)**

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

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

Sir

**Reg.: RFP for Supply, Implementation & Maintenance of Early Warning System (EWS)  
&Intelligent Transaction Monitoring System**

We hereby submit the following:-

1. We, M/s \_\_\_\_\_ are the OEM of \_\_\_\_\_ which is a EWS/ITMS solution (Name of the product/Solution/Hardware), being offered to Punjab National Bank through M/s \_\_\_\_\_ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware and we have the IP (Intellectual property) rights of the offered solution.
2. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s \_\_\_\_\_
3. In case the bidder i.e. M/s \_\_\_\_\_ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly/software used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace it with an Original & new component. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.
6. We hereby further undertake to supply the only new components and no refurbished or recycled components will be supplied.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

**UNDERTAKING FOR BEING THE OEM OF THE OFFERED PRODUCT**

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

Sir

**Reg.: RFP for Supply, Implementation & Maintenance of Early Warning System (EWS)  
&Intelligent Transaction Monitoring System**

We hereby submit the following:-

1. We, M/s\_\_\_\_\_ are the OEM of\_\_\_\_\_which is a EWS/ITMS solution, being offered to Punjab National Bank through this RFP, and we have the IP (Intellectual property) rights of the offered solution.
2. We agree to provide services as per the scope of work and technical specifications of this RFP.
3. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
4. In case of default/unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace it with an Original & new component. We also take full responsibility of both Parts & Service SLA as per the content.
5. We hereby further undertake to supply the only new components and no refurbished or recycled components will be supplied.

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Technical specification of the Offered solution**

(to be submitted in original on letter head of OEM & signed by OEMG and to be countersigned by the bidder )

SN	Technical Specification	Compliance (Yes/No)	Remarks, if any
	<b><u>Data Integration Capabilities: Internal Data systems</u></b>		
1	The proposed tool will have to be in alignment with the Bank's extant delivery processes and shall adopt to any changes therein from time to time.		
2	Solution should integrate data on near real time/real time basis from, which may include but not limited to transaction system (CBS), Credit Rating system (PNB Trac), PNB Score, SME Score, CLPMS, EDW, DMS, Treasury, KYC, AML, EFRMS, E-RBIA, TRADE FINANCE/SWIFT CLAPS, It should also ensure that all activities should be transmitted electronically through intranet with adequate access controls so as to monitor and provide for MIS/Dashboard.		
3	Solution should have provision for the extraction/mining of unstructured data from the bank internal documents such as stock statement, Board note, stock audit report, statutory audit report annual report etc.		
4	There should be customization of data entry screen in the solution for entering the relevant information from the branch users.		
5	Solution should have flexible integrating capabilities with internal database through formats such as PDF, XLS, Text, and XBRL, flat file upload etc.		
6	<b><u>Data Integration Capabilities: Third Party Data Sources/Aggregators</u></b>		
7	<ul style="list-style-type: none"> <li>➤ <b>The indicative data sources may include but not limited to:-</b></li> <li>➤ Market data &amp; financial information including Quarterly result (listed companies)</li> <li>➤ Borrower's Bank account statement with other Banks</li> <li>➤ Ministry of corporate affairs</li> <li>➤ Information available on various news sites</li> <li>➤ Central-KYC and PAN Check</li> <li>➤ External rating agencies</li> <li>➤ Various defaulter lists and other banks SMA report</li> <li>➤ CIR agencies</li> <li>➤ Social media.</li> <li>➤ CFR/ CBI /ED/SFIO/Cyber Crime, EOW, Central Economic Intelligence Bureau (CEIB)</li> <li>➤ SIDBI, Udyami Mitra, ECGC, UdyogAadhaar, CGTMSE, Customs, DGFT, IBA</li> <li>➤ SEBI</li> <li>➤ RBI,</li> <li>➤ DRT, DRAT, NCLT, NCLAT, Insolvency and Bankruptcy Board of India (IBBI)</li> <li>➤ Various courts.</li> <li>➤ GST, Income tax or other revenue authority</li> <li>➤ International Databases: These data points involve information from international regulators and bodies, some of the lists involved are: - OFAC List IMOLIN, US Sanction lists, UK Sanction lists.</li> <li>➤ Any other innovative data source which could be suggested by Vendor.</li> <li>➤ The system should have necessary scalability to augment</li> </ul>		



	from future available data sources.		
	Vendor shall remain as single touch point for internal and external data source extraction and integration.		
	<b><u>Data Integration Capabilities: Standardization and Data Quality</u></b>		
8	The EWS is expected to have capabilities around data ingestion (depending on sources of data, volume and technological limitations). Some of the options that will be are API based, feed based, batch/dump based or manual upload.		
9	The EWS is expected to have functionalities around how data shall be sourced from various sources, its transformation/enrichment/filtration to run analysis and through alerts. Some other key aspects that will be evaluated in case of non-financial text based data, keyword based filtrations, and text analytics/sentiment based filtrations.		
10	EWS solution is expected to have functionalities of interactive querying system to find cash flow behavior, money trail and other transaction surveillance enablers.		
11	The above referred library should be configurable for addition/deletion/modification of keywords/phrases and after processing document reference and the keyword searched to be included in the alert message.		
12	The system should have algorithms & rules to minimize false positives.		
13	The system should have web harvesting capabilities of integrating the feeds from various business/news/security exchange/social websites to search for news items, articles etc. relevant for the purpose of alert generation.		
14	The internet scanning utility should have facility to configure list of company/borrower names, directors'/KMPs' names etc.		
15	Trigger Library should be readily available in the solution and should be customizable as per Bank's /statutory requirement		
	<b><u>EWS Rules and Analytical Capabilities</u></b>		
16	Identity structural outline framework where relationships of Entities with other entities, people can be mapped and the industry to which it belongs can also be mapped.		
17	The EWS system must have facility to map the directors associated with different companies and gives trigger if any irregularity or negativity is noticed.		
18	EWS system must provide an option for template where performance profiling of entities can be matched against peers and industry averages.		
19	EWS system must provide with the flexibility to write bank's own rules that trigger early warning red flags against borrowers.		
20	EWS system should have the capability to carry out intelligent facts extraction regarding these accounts by identifying and filtering irrelevant news items and keeping only relevant news items.		
21	The bidder will have to build the analytical rules in consultation with the Bank. Rules shall be configurable at front end only.		
22	Capability to read the unstructured data about the borrower and use it for identifying early warning signals.		
23	EWSS must permit a option for the creation of manual alert for non-standard event that cannot be ordinarily captured by EWSS.		

24	The proposed solution should be able to create networks based on both transaction as well as relationship based data, and create a nodes and links among the entities.		
25	While onboarding the new customer in bank, based on inputs given about entity, individuals entity/individuals, UID, CIN, DIN, Aadhar, passports, Driving License, Voter ID card the solution should generate market intelligence / due diligence reports based on banks internal or external sources about the profile of customer –both positive/negative or specified.		
26	Configurable rules based on financial parameters namely: Financial ratios (e.g. liquidity ratio, profitability ratio, debt coverage ratio, comparison between estimated and actual etc.)		
27	Configurable rules for legal and regulatory compliance based on non-financial parameters: <ul style="list-style-type: none"> <li>➤ Lists from regulators like RBI (e.g. SMA, C-KYC, CRILC, CERSAI) and other peer banks</li> <li>➤ Event based - financial disclosure in public financial Statements</li> <li>➤ Industry specific reports on overall health of industry</li> <li>➤ Unit visit report</li> <li>➤ Stock and Book-Debt statements</li> <li>➤ Structured news from financial sites and stock market data</li> <li>➤ Structured news from sentiment scoring (Legal site, social media and other news media (print or electronic).</li> </ul>		
28	The system should support parameterizing regulatory threshold limits and alert the users on violation / breach of these set limits. The system should be able to know money laundering, diversion/siphoning patterns like structuring, circulation of fund etc.		
29	The system should support detecting implicit and hidden relationships between: <ul style="list-style-type: none"> <li>➤ Different accounts of the same customer</li> <li>➤ Different customers</li> </ul> Customers, non-customers and Walk in Customers		
30	<ul style="list-style-type: none"> <li>➤ The system should perform transactions monitoring by analyzing transactions and comparing Benchmarks. Any deviation from benchmark should result in an alert, which should be then tracked to resolution.</li> </ul>		
31	Administer rules looking for risk patterns in unstructured data but also automatically discover new rule which explain a particular risk attributes for the account.		
32	EWS system must provide a framework for deciding what thresholds of business rules will result in an alert. The thresholds may be :- <ul style="list-style-type: none"> <li>- Amount based (absolute or % of limit)</li> <li>- Facility based</li> <li>- Event based</li> <li>- Industry based</li> <li>- Geography/location based</li> <li>-Financial Ratio analytical tool</li> <li>- Or a combination of the above.</li> </ul>		
	<b>Alert Generation &amp; Scoring</b>		
33	Alerts must be generated at specific events based on business		

	requirements. Such alerts would be consumed across multiple levels and teams as per business needs.		
34	Alerts must be configurable and may be displayed in Dashboard. Additionally various triggers/alerts should be combined /congregated together account wise and should be sent through mail or SMS automatically in a summary form on daily basis		
35	The proposed application should be capable of maintaining history of alerts generated and provide a framework for trend analysis.		
36	Alerts for which are resolved should be removed from borrower EWS scoring on near/real time basis.		
37	The EWS is expected to have features for scoring alerts based on suitable statistical rating/scoring models.		
38	The EWS is also expected to have a framework that assigns an overall risk score and risk categorization(such as low, Medium, High risk) considering each loan at a customer on the basis of various alerts accumulated over a period of time and other qualitative parameters the bank may consider adequate.		
	<b>Alerts closure mechanism</b>		
39	Alerts generated compulsorily be visited by branch and should be closed within three days from the date of alert, failing which it should be escalated to Circle Office concern on 4th day. Similarly, alerts escalated to Circle Office have to be closed within 4 days from the date of receipt of escalated alert, failing which the same has to be escalated to Zonal Office. Alerts escalated to Zonal Office have to be closed within 7 days from the date of receipt of escalated alert, failing which the same has to be escalated to Head Office. Process to attend the alerts and timelines may be changed as per bank requirement.		
	<b>Reporting Module</b>		
40	Users should be able to generate report in PDF/XLS and XBRL format as per specifications. The system should support export and import of data from MS-Excel and Open Office Formats ad-hoc reports with an easy to use report writing Tool / Wizard.		
41	The system should have flat file export functionality to export transaction data and static data in .CSV, .txt, .xls, .xlsx, .pdf, .rtf etc.		
42	Capture all the alerts in a comprehensive report and giving total score and corrective/preventive action as well.		
43	The system should be capable of risk categorization of borrowers based on frequency/gravity of Alerts.		
44	The solution should support distribution of Reports and Dashboards to iPad and Android devices. The Native App should be freely available for iPad on iTunes App Store and for Android devices on Google Play.		
45	The solution should support same dashboard /report created on web to be accessed from iPad and android devices without requiring any redesign.		
46	Reports and Dashboards access on iPad and Android devices should be using a native application which helps leverage most popular gestures and capabilities, including zoom, swipe, etc., to optimize ease of use and user engagement.		
47	Reports should also be made available for each account at monthly/quarterly/ half yearly / annual intervals or such intervals as may be decided by the Bank. The Branch should be able to report to Top Management via system with their comments. Also these reports should be archived for inspection by regulator/Central statutory auditor/Bank's internal auditors.		
48	The system should be capable of generating exhaustive reports,		

	which can be used for Strategy outcomes, Delinquency mapping, Portfolio penetration, etc.		
<b>49</b>	The developed EWS system should be capable of prescribing for probable Red Flagged Account (RFA) along with generation of a specific report.		
	<b>Usage of Feedback for Other Systems</b>		
<b>50</b>	Based on the history of alerts generated in EWS for a borrower, the same should be used to track further transactions in CBS for that particular account.		
<b>51</b>	The Inputs generated from this system can be used for loan processing.		
<b>52</b>	Final score of borrower can be used in rating models for risk categorization.		
<b>53</b>	External database of borrowers from this system can be used as input for other applications of the bank.		

**NOTE: Non- Compliance to any of the above technical specification will make the bid liable for rejection.**

**We confirm to provide all the above technical/functional specification of the solution to the Bank. The same may be verified by the Bank at the time of Sign-off/UAT.**

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**PERFORMA FOR INDICATIVE COMMERCIAL OFFER****RFP for Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System****Table-A**

<b>(I)</b>		<b>Hardware Items</b>				
<b>Sr.No.</b>	<b>Mandatory Items</b>	<b>Unit Cost (A)</b>	<b>Multiplication Factor (B)</b>	<b>Total Cost (C=A*B)</b>	<b>AMC in percentage of Unit Cost of hardware (5 to 10 % of Unit Cost) (D)</b>	<b>Total Hardware Cost including warranty and four years AMC <math>E=C+(((D/100)*C)*4)</math></b>
1.	Total Hardware Cost (HA at both DC & DR & non HA UAT setup at DC)		1			
<b>(II)</b>		<b>Software Items</b>				
<b>Sr.No.</b>	<b>Mandatory Items</b>	<b>Unit Cost (A)</b>	<b>Multiplication Factor (B)</b>	<b>Total Cost (C=A*B)</b>	<b>ATS in percentage of Unit Cost of software (10 to 20 % of Unit Cost) (D)</b>	<b>Total Software Cost including warranty and four years ATS <math>E=C+(((D/100)*C)*4)</math></b>
2	OS Licenses cost including End user Licenses, if any. (both for DC & DR)		1			
3	Database licenses (both for DC & DR))		1			
4	Middleware licenses (both for DC & DR)		1			
5	Any other license required (both for DC & DR))		1			
6	Total Software cost (application software etc. for both DC & DR, including customization cost as per scope of Work)		1			

(III)	Other Items			
Sr.No.	Mandatory Items	Unit Cost (A)	Multiplication Factor (B)	Total (E=A*B)
7	End-to-End Implementation Cost (both for DC & DR)		1	
8	Onsite Technical Support (Yearly cost of one L2 resource to be deployed at PNB HO: Dwarka)		6	
9	Training Cost for 5 days of 50 officials(as and when required)		5	
10	Customization cost (in man days)(as and when required)		500	
	<b>Grand Total of Table A {i.e. Total Hardware Cost (I), Total Software Cost(II) and Total cost of Other Items (III)} (1+2+3+4+5+6+7+8+9+10)</b>			

#### 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. Price of hardware & software quoted should be inclusive of 3 years warranty.
4. AMC/ATS will be applicable after expiry of warranty period of three years.
5. ATS/AMC should be quoted in the specified range only. If quoted lower or beyond the specified range, it will automatically be recalculated. For eg. In case AMC is quoted lower than 5% it will be recalculated at 5% and if quoted higher than 10% it will be recalculated at 10%.
6. If there is any calculation error/totaling error, the same shall be recalculated. Unit price will prevail.
7. L1 cost will be decided as per total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
8. Bank may place Orders for Sr. no. 8,9 & 10as and when required during the entire contract period at the unit rates finalized after Reverse Auction. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
9. The multiplication factor as mentioned in above table (Table A) is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of 7 years, at the unit rate finalized after Reverse Auction.
10. Bank is not bound to place any minimum order for any item.

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 Supply, Implementation & Maintenance of Early Warning System (EWS) & Intelligent Transaction Monitoring System.

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.

"Notwithstanding anything contained herein above

Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words \_\_\_\_\_).

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 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 this .....day of .....2019.

**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 for ..... hereinafter referred to as the “Contract”.

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

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

#### **Article 1: Commitment of the Principal/Owner**

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

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

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

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

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the 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](mailto:mrraising@gmail.com), [mrraising@yahoo.com](mailto: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. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
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: