

PUNJAB NATIONAL BANK



(Open Tender)

Request for Proposal (RFP)

For

**DEVELOPMENT AND MANAGEMENT OF
PNB ONE LITE MOBILE APP.**

Punjab National Bank
Information Technology Division

Head Office, 5 Sansad Marg,
New Delhi - 110 001

Tel: (011)-23710021

Extn: 159, 230

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

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

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GENERAL TENDER DETAILS

| RFP FOR DEVELOPMENT AND MANAGEMENT OF PNB ONE LITE MOBILE APP. | | |
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| 1. | Date of commencement of Bidding Process. | 06/08/2020 |
| 2. | Last date and time for sale of Bidding Documents | 26/08/2020 upto 1600 Hrs |
| 3. | Last date and time for receipt of queries from bidders for Clarifications | 10/08/2020 upto 1700 Hrs |
| 4. | Date of Pre-Bid Meeting | 11/08/2020 at 1200 Hrs |
| 5. | Last date and time for Hash submission | 26/08/2020 upto 1600 Hrs |
| 6. | Last date and time for online bid submission/Bid Re-Encryption | From 26/08/2020 1701 Hrs to 27/08/2020 1400 Hrs |
| 7. | Time for submission of technical supporting document (Hard Copy) | From 26/08/2020 1701 Hrs to 27/08/2020 1400 Hrs |
| 8. | Date and Time of Technical Bid Opening | 27/08/2020 at 1600 Hrs |
| 9. | Place of Submission of Bids | 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)23710483 23710021 Ext: 159, 230 Fax:- (011) 23321305 |
| 12. | Cost of RFP | Rs. 10,000/-+ 18 % GST* (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code: PUNB0399900 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. 0153002200175673 (16 digits) Imprest account – HO IT Division *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. |
| 13. | Earnest Money Deposit | Rs. 50.00 lacs* should be submitted online or in the form of Bank Guarantee (BG) before last date of bid submission in favour of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 12 months from the date of submission of bid with claim period of another 12 months. IFSC Code: PUNB0015300 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. 0153002100572949 (16 digits) Imprest account – HO IT Division |

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| | | *MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank. |
| 14. | Contact to Bidders | Interested Bidders are requested to send the email to ajaysharma5@pnb.co.in , rohitraina@pnb.co.in , containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc. |

NOTE

1. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in.
5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which Bank will not accept the hard copy of Technical bid.
6. The Indicative commercial bids are 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 site (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

1. INTRODUCTION:

Financial services have undergone a huge technological shift in a relatively short time. Driven by the evolution of technology and growing customer demands, Banks are turning to modern software, connected devices, and the web to manage highly sensitive data between customers, investors and employees. Modern Banks appreciate that their customers are more mobile than ever, accessing their accounts via smart phone and tablet devices while on the go. If they cannot deliver their core services in a secure and simple-to-use app, they risk losing that customer to the competition.

2. PURPOSE OF THE PROJECT:

Bank (now referred as PNB or Bank), through this tender has outlined its vision for selection of Successful Bidder for Setting up & maintenance of Hybrid Technology Mobile Banking Application for its Retail customers.

With the changes of the brand promotion style, local business dynamics, the shifts of customer requirements in the market and competition, it has become imperative for the Bank to enhance its Online presence. PNB recognizes that this is an extensive undertaking and therefore, it would want the Bidder to understand its vision and understand that this project is not just outsourcing but is transformation of business enablement through technology.

PNB is looking for Mobile Banking App supporting low internet connectivity and targeted for customers of Rural and Suburban areas.

Punjab National Bank invites sealed tenders from technically and commercially competitive OEMs or Bidders having IP Rights of the Customization of the offered mobile Banking application & Admin Console for the said activities. The OEM and Bidder should be a well-qualified to implement and manage the end-to-end initiative.

The bidder shall be responsible for implementation & maintenance of the solution End to End. Bank during the period of the contract, based on its technical and functional requirements can add additional third party applications and interfaces.

Bidder should also ensure that all regulatory requirements as on date and any other systemic changes or new requirements necessitated out of Ministry/other regulatory bodies or other requirements of the Bank between the date of the RFP as well as rollout are made available from day 1.

The proposal from the bidder should be submitted as complete solution (features list + UI/UX (User Interface / User Experience) design + programming)

The bid proposals should include all necessary licenses, implementation, integration, customization and maintenance of the solution

This Request for Proposal document is solely for the purpose of selecting a supplier of online Banking Application to provide remote, seamless multi-channel Banking experience to Bank's customers. The solution offered by the Bidder should comprise the following:

1. Mobile Banking for Retail clients
2. Admin Console for Bank Staff.

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for developing and managing software solutions for Retail Customers for PNB One Lite Mobile Banking

Application. This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) of the Mobile Banking Application having presence in India, provided bidders fulfill the minimum qualification criteria as mentioned in bid document (Annexure-III). **Joint bid will not be accepted by Bank.**

In addition to the requirement for PNB, the selected bidder may also be required to supply, if required, the hardware to Bank 's subsidiaries, its sponsored RRBs and any of its existing or future subsidiaries/entities or in case of merger with any other organization at the same rate and same terms and conditions.

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 solution proposed by the Bidder should provide the Bank with the below mentioned functionalities and requirements for Retail Mobile Banking Application (PNB One Lite) including Admin Console for Bank Staff. At the same time, the list below is not exhaustive and Bidders are welcome to offer additional functionalities above the list mentioned below:

1. Supply, installation, customization/ development and maintenance of the solution (all relevant application(s)/ software license(s)) and hardware & software.
2. Provide interfaces required to integrate the solution with other Banking systems and applications.
3. Provide complete testing and required training to identified trainers (on train the trainer module) and core team.
4. Provide hand-holding support during roll-out.
5. The app should be fast and scalable. Recurring performance/load testing to be done on the application with all the customizations during each release and the report to be shared with the Bank.
6. The Mobile Banking application should be compact in size (Max. 20Mb).
7. The application should have a simple architecture. The server application should have web/application/database layer with clustering. The app server should not be further split into sub-units. There can be 2 units one for Mobile Banking application and other for admin console.
8. Solution should have a stable environment, clean and modern design that meets the latest UX and UI trends.
9. The color palette used in the design phase should be based on the corporate colors of the Bank.
10. The solution should have multi-lingual interface.
11. The solution should be accessible to blind/partially blind.
12. The solution should follow the "3 clicks" rule, i.e. the user should be able to reach any specific piece in not more than 3 clicks.
13. An end to end integrated Mobile Banking application having Banking features and payment modes to facilitate on-the-go Banking experience for our customers.
14. Application should be available in all Android and iOS version which are allowed by regulatory authorities.
15. Application should have facility for providing registration option through following options:

- a. In App b. Branch
16. Application should have the capability to integrate with Bank's system like CBS (Core Banking Solution), Switch, DCMS (Debit Card Management System), CCMS (Credit Card Management System) etc., merchant platform, BBPS (Bharat Bill Payment System) platform, EFRM (Enterprise Fraud Risk Management Solution) solution or any other interface as desired by Bank.
 17. Application should be flexible enough to configure risk parameters like per transaction limit, per day limit etc. as desired by Bank.
 18. Application should generate alerts in the form of push notifications, in app notifications, SMS and E-mail alerts.
 19. Application should follow branding as Bank's corporate colors and successful Bidder to provide UI/UX customizations as per Bank's recommendations.
 20. Application should be able to integrate with Bank's Artificial Intelligence powered Chatbot PIHU (PNB Instant Help for You).
 21. Application should be fully password protected with 2FA (Two Factor Authentication) for transactions and fingerprint or iris for login.
 22. Application should be Payment Application Data Security Standard 3.0 and Payment Card Industry Data Security Standard compliant and should not store customer's any sensitive information.
 23. Application should provide audit trail to the Bank for all the activities performed through application.
 24. Application should encrypt all the sensitive data in database and supports Data encryption standard [DES], 3 DES (Triple Data Encryption Algorithm) and PKI (Public Key Infrastructure) security algorithms.
 25. Application should use **256 bit or above encryption SSL** for encrypting and decrypting data.
 26. Successful Bidder should provide a dashboard for fetching reports and monitoring purpose.
 27. Successful Bidder should provide an ADMIN portal for Bank staff to view customer details and enable/disable mobile Banking facility in customer's accounts.
 28. Bidder should ensure encryption of data at rest and data in motion.
 29. The solution must support Android and iOS platforms. Bidder to ensure to provide time to time update in the application based on changes/upgrades on respective platform.
 30. The solution should deliver a consistent and delightful Customer Experience.
 31. It is the responsibility of the Bidder to maintain the transaction logs as per the guidelines issued by Reserve Bank of India.
 32. The solution must comply with all the Operative Guidelines for Mobile Banking Transactions in India issued time to time by Reserve Bank of India, NPCI (National Payments Corporation of India) and any other regulatory body with any further guidelines and mandates issued for Mobile Banking Transactions.
 33. Bidder is free to decide the zero data loss methodology either through Host Based replication or storage based replication or hybrid which will ensure Bank to experience zero RPO and RTO of less than two hours. Bidder has to ensure that replication is performed for both database and application.
 34. App should have standard security features including:
 - a) OWASP (Open Web Application Security Project) top 10 compliant
 - b) Certificate pinning
 - c) Rooted device /Jail broken device detection
 - d) Debug mode detection
 - e) Malware application detection
 - f) Clipboard access restriction
 - g) End to end encryption (other than SSL)

- h) Application integrity check
 - i) Session handling
 - j) Code obfuscation
 - k) Device IP and details logging at server
 - l) Proper permission handling
 - m) Sim And Device Binding – At the time of activating a user on the device, the application must validate mobile number of the user by way of SMS against registered mobile number of customer in Bank. This is to confirm that user should be able to activate the application only on the device which contains the sim card with the phone number which is registered with Bank. Once activated, the user login should be bound to the device and user should be able to login to the application by way of mPin. If there is any change in device or sim card is replaced/moved, the application state must be invalidated and the user will have to activate again. Vendor may incorporate additional security features if the application supports.
 - n) 2Factor Authentication
35. Bidder should provide the below documents regarding the solution:
- a) Product document
 - b) Product architecture
 - c) Deployment diagram
 - d) DB ER (Database Entity Relationship) diagram
 - e) Process data flow diagram for each operation
 - f) Debugging steps document
 - g) Test Cases for entire application
 - h) Customization steps
 - i) UML Diagram
36. App should not be specific to handsets make/model/Operating System/Company/Country. It should also support tablets of all make & model.
37. The bidder should handle the version control and change management process with proper audit trails of the changes made in the solution.

Supply of Software Licenses

1. The bidder shall supply a complete Hybrid Technology Mobile Banking Application to meet the functional and technical specifications.
2. The Licenses for the solution should be Enterprise wide which means unlimited client licenses for Bank's Customers in India and should support new channels during the contract period, without any extra cost to the Bank.
3. The following considerations must be taken for supply of software:
 - a. All software envisaged is required to be on-premises software licensed to PNB.
 - b. The software supplied must be the latest version of the software supplied by the OEM.
 - c. Beta versions of any software shall not be accepted.
 - d. The bidder shall ensure that the software licenses supplied in its bid adequately cover the needs of BANK as per the requirements in this RFP.
 - e. The bidder must consider the disaster recovery Site while proposing the software licenses.
- f. The successful bidder should provide comprehensive ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP.

Hardware Requirement

1. Bidder is required to size, supply, design, commission and maintain hardware, OS, DB as well as all software required for the proposed applications that should be as per the contract duration mentioned in RFP document for all environments, i.e. DC, DR and Non-Production (Test, Development & Training). The bidder is required to provide the necessary hardware to operationalize the complete Hybrid Technology-channel Mobile Banking Application.
2. 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 – INR 10 Lakhs
- b. Oracle Database Real Application Cluster Enterprise Edition – INR 5 Lakhs
- c. Oracle Database Diagnostic pack enterprise edition – INR 1.5 Lakhs
- d. Oracle Database Tuning pack enterprise edition – INR 1 Lakh
- e. Oracle Enterprise Golden Gate License – INR 2.5 Lakhs
- f. Oracle Database Partition License—INR 2.3 Lakhs
- g. Oracle WebLogic enterprise edition – INR 2.6 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. Bidder should consider high availability at all three layers. Web layer and Application layer should be load balanced in Active- Active at DC and DR. The database layer at DC should be configured in active – passive or active – active. The architecture at disaster recovery centre should be a 100% replica of primary data center.
4. The hardware details must include:
 - a) Server and Storage (usable capacity and RAID) requirement
 - b) Production Environment (Web, Application, Database, Middleware etc.) at DC and DRC
 - c) Development Environment at DC
 - d) Test & Training Environment at DC

- e) Fiber channel SAN Switch with hardware level redundancy at DC, DR and Near DR
 - f) Any other hardware component required as part of the solution
5. The bidder shall propose hardware (only from the sizing perspective) such that at any point in time during the contract period, the average CPU utilization should not exceed **75%** at the primary data center. Bidder is required to submit a sizing adequacy letter from the OEMs of the solutions. *Hardware, OS, DB should be sized to support up to 2 crores Mobile users (Retail) with 20% increase per Year.*
 6. Bidder will have to deploy hardware at DC and DR as per the project plan. Hardware technology proposed by the bidder should be based on the latest offerings by the respective OEMs.
 7. The hardware should be of enterprise class, best of breed, tested and stable release of OEM.
 8. The proposed servers should comply with the minimum specifications provided as part of Technical Specifications.
 9. The server should be fault-resilient with the most comprehensive features and functionality that ensures maximum system uptime.
 10. Vertical and horizontal scalability should be two important requirements for these servers as well.
 11. Bidder should arrive at the sizing independently keeping growth roadmap in consideration and get the same validated from the Solution OEM. Also, during the contract period, growth of the Bank should be considered and thus, the hardware proposed should have enough CPUs, memory and storage available to accommodate the predicted sizing required.
 12. Bidder is required to proposed replication techniques (Adhering to the SLA) for the following:
 - a) DC and Near DR synchronous replication
 - b) DC and DR asynchronous replication
 13. Bidder needs to provide the detailed configuration of the proposed Hardware (Test, Dev and Training, Production and DR) environments. Bidder shall submit Commercial Bill of Materials filled in with details in the description column. For Bank to plan the hosting area, bidders have to provide the space required in DC and DRC in per square feet.
 - a) Space Requirements
 - b) Power requirements
 14. All hardware (required for interface, staging, Web Server, development and Testing server, and related hardware components) and system software components required for the project, must be included in the bill of Material of the Bidder. In case, Bidder fails to do so and the project demands additional components at a later stage, then Bidder will have to provide additional components at no additional cost to the Bank. DB audit trail should be enabled across all environments and bidder is required to size the hardware accordingly.
 15. As per the architecture there are 4 copies of databases required at DC. Production , Development, QA / UAT / Sandbox, Training with a performance neutral volume clones for each of the workloads and a full volume copy. These copies shall have incremental updates. Other than that there shall four more point in time copies for immediate rollback every 15 mins interval and for continuous data protection for 12 hours so effectively 48 copies in preceding 12 hours. Other than that there will D2D backups available which shall

take restoration time window of equivalent time of backup window from D2D solution to production storage.

16. The proposed hardware should not be End of Sale as on date of submission of bid and should not be End of Support for the entire contract duration. In the event if the proposed hardware and software reached end of support during the period of contract, in such case the Bidder is required to replace the end of support hardware/ software with equivalent or higher capacity hardware/software at no additional cost to the Bank.
17. The bidder should note that the production and non-production environment should be physically separate. The licenses should be provided to meet the requirements as per RFP, during the period of contract.

Other Terms and Conditions

1. Ensure that the solution offered should have clear licenses. In case freeware's are to be used the same has to be procured and provided to the Bank. Also the successful Bidder has to ensure that the freeware can be used by the Bank for running the required Solution.
2. Successful bidder shall alert Bank and its own personnel about the risks either anticipated or faced either prior and / or during and / or after the execution of the project and provide all the possible solutions either to totally eliminate or to minimize such risks.
3. Successful bidder shall ensure all possible efforts in continuous improvement in processes, tools and procedure and practice the world class methodologies in delivering / installing products and services, managing project and also while interacting with third party successful Bidders for cross-integration.
4. Security features should meet the standards and procedures as per Bank's IT Security Policy and Bank's Information Security, Cyber security guidelines should be followed, in line with prevailing Industrial Standards as mentioned in this RFP.
5. All information processed, stored, or transmitted by successful Bidder's Device/Software belongs to the Bank. By having the responsibility to maintain the software, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.
6. Any information considered sensitive by the Bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Bank's decision will be final.
7. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful bidder shall exercise adequate judgment to decide if particular information is sensitive and consult with the Bank in case of doubts.
8. The bidder shall take utmost care to ensure that the security controls are in place to avoid malpractices and fraud attempts.

9. Bank/Regulator/Bank's empaneled Auditors reserves the right to audit the successful bidder's premises and platform used for Mobile Banking Application development and its associated hardware/software.
10. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator not limited to UIDAI /NPCI/RBI/other authorities/agencies/other relevant Acts, rules, regulations, directions as applicable. These audits plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls
11. The implemented solution should neither be cloud based nor a hosted model. The solution should be deployed dedicatedly for PNB at Bank's premises (DC (Delhi) and DRS (Mumbai)).
12. The proposed solution should be seamlessly integrated with the Bank's CBS (Finacle 10X) based on the message specifications provided by the Bank, with Alternate delivery channels i.e ATM, Email, SMS servers, IMPS, Banking correspondent, FI, Bharat Bill Payment System, Unified Payment Interface, Remittance agencies etc. 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).
13. The Solution (with each of its components) should be configured in High Availability (HA) mode both at DC& DR. All the components within the server should be hot swappable and should incur no downtime due to component failure. Recovery point objective (RPO) should be zero and Recovery time objective (RTO) should be less than 2 hrs, hardware meion hi
14. At no instance, during the contract period, the solution or server 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 successful Bidder is required to upgrade the hardware/solution, within one month without any extra cost to the Bank.
15. Bank will provide storage as per BOM submitted by the Bidder for the implementation of Solution as well as storage required for 5 years. HBA cards for servers is to be provided by the bidder. At least 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 the solution is to be supplied by the bidder. All the required Physical Infrastructure (power, cooling, Rackspace etc.) will be provided by Bank. 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. The bidder should also help in configuring the Backup setup with existing Backup setup of Bank. The information of existing Backup infrastructure of the Bank will be shared with the successful bidder only at the time of implementation.
16. 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.

17. The Successful Bidder should maintain Uptime of 99.95% of the Solution both at DC & DRS during contract period.
18. 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).
19. Bidder should provide deployment tool without any extra cost to the Bank.
20. Regulatory Compliance-The Bidder should comply with all guidelines specified by RBI/any other Govt. Agencies for the proposed solution and also with the subsequent amendments, if any. In case of any change in the guidelines (by any of the above mentioned authorities) within one year of complete implementation (i.e. one year from sign-off), the bidder would have to comply with the same without any extra 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)
21. The solution should support TLS 1.2 and above. The server to server communication should be on secured port. The solution should be capable of Supporting Encryption Algorithms such as triple DES and should provide for 256 bit AES encryption for data at rest at DC and DR and for data-in-flight during replication and should not have any future cost implications. The Bank defined sensitive data should be kept in encrypted form in DATABASE.
22. The solution should have capacity to integrate/communicate through connect 24 services of Banks core Banking application
23. It will be solution provider's responsibility to integrate with required third party applications within reasonable time frame. Bank will only facilitate meeting / discussions with respective stake holders
24. The solution should also include various audit trail reports for transaction made by end user using offered mobile Banking application as and when requested by the Bank's internal / External auditor.
25. The solution should have the capability to process the transactions at the speed of 500 TPS and may be scalable as per the Bank's growth during the contract period.
26. Successful Bidder shall be responsible to integrate the Solution with different interfaces using any of standard of message protocols like ISO 8583, Web services, XML based protocols, APIs and any new protocol.
27. The bidder should get the source-code audit review including VAPT, EAPT and server hardening done through an external agency (CERT-In empaneled agency). The code review document is to be provided to the Bank, before sign-off
28. The bidder should also get the code reviewed by an external agency (CERT-In empaneled agency) after doing any customization or patch migration during contract period. The code review document is to be provided to the Bank, before sign-off.
29. The data flow diagram, architectural diagram, Structure and Meta, User Manual and Implementation architecture should be provided by the bidder before sign-off of the complete solution.
30. Details of technical specification, product features and functionalities have to be mandatorily signed by Delivery Manager identified for the project along with the sales team. It should be clearly mentioned that what all products service or feature are available out of box or customization is required.
31. Any dependency on third party, pre-requisite in making any product feature available should be clearly mentioned in technical bid.
32. All parameters, URLs etc should be configurable and not hard coded

33. All routine changes should be configurable by Admin menu
34. Bidder shall provide a centralized dashboard for monitoring of complete corporate Solution and all transactions, updating of IFSC CODE and any kind of modification in parameters, configuration etc. In the dashboard page, user should be able to search the transaction through RRN, account number, mobile number, reference no, channel ID as well as through any other fields also. That will be discussed during implementation.
35. The offered dashboard should show the current status of the system in display as below:
 - i. Number of transaction processed from start to current
 - ii. Transactions per second TPS
 - iii. Number of success transaction
 - iv. Number of status unknown transaction
 - v. Number of failed transaction with response code
 - vi. Total running time in hours, minutes and seconds
 - vii. Status of original and Verification requests for a given transaction
 - viii. Business decline transactions for the day/month/year
 - ix. Technical decline transactions for the day/month/year
 - x. Daily Downtime in terms of percentage with reason

Other conditions:

- a. 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. Bank reserves the right to change the Successful bidder with three months' notice to the concerned person of the Company.
- d. A detailed agreement will be done with the successful bidder specifying roles and responsibilities.
- e. The offered solution shall be subject to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period without any extra cost.
- f. Obtaining Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the successful bidder (successful bidder). The successful bidder (successful bidder) shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favor of Authorized Person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

2. COST OF BIDDING

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

3. BIDDING DOCUMENT

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

4. LANGUAGE OF BIDS

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

5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

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

6. AMENDMENT OF BIDDING DOCUMENTS

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

7. VALIDITY OF BID DOCUMENT

Bid shall remain **valid for 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. 50.00 lacs** (MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Annexure-XIV. The BG should have a validity of 12 months from the date of submission of bid with claim period of another 12 months. The BG/ details of EMD should be submitted at the time of bid submission.

In case of unsuccessful bidder, EMD will be returned within one month of disqualification (Technically/Commercially) or within one month of completion of tender process, as the case will be and 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 Development and Management of PNB One Lite Mobile App."** & 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 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 in the Technical Evaluation Stage. **(Annexure-XI)**

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

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

| Sr. No. | RFP No. | Page | 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 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 attending the pre-bid are also required to submit a copy of their I-card issued by their company.

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

13. SUBMISSION OF BID

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

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

The Assistant General Manager
Punjab National Bank,
IT Procurement Department,

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

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

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

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

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

16. CONTACTING THE PURCHASER

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

17. TERMS AND CONDITIONS OF THE BIDDING FIRMS

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

18. LOCAL CONDITIONS

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

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

compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria 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.

5. The L-1 price and L-1 successful bidder for the contract will be decided on the basis of least grand total cost 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 XII)**). Base Price, bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

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

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.

b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.

c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-A of Indicative Commercial bid format (Annexure XII) 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. 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.

29. FORCE MAJEURE

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

30. NON DISCLOSURE

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

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

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 (45 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.

Note: working days refers to Bank's working days.

2. DURATION OF CONTRACT

The **contract will be valid for five years (three years warranty plus two years AMC/ATS) from the date of agreement signed with the Bank**, if not revised earlier of all the hardware & software licenses. Bank at its sole discretion may extend the contract for a further period of 2 year or any other period, at the same rate and same terms & conditions, subject to satisfactory performance of successful bidder and mutual agreement on the terms and conditions.

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.

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 Contract value within one month of acceptance of purchase order & initially valid for a period of 5 years with claim period of another 12 months.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- d) In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)

Orders will be placed by the Bank. The 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 “successful bidder”) 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 successful bidder 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 successful bidder). Bank also reserves the right to blacklist/debar the said successful bidder 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 & if required at DRS (currently in Mumbai) or any other alternate site as per the Bank’s requirement within 8 weeks from the date of Purchase order. Installation means mounting of hardware 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 implementation of complete solution at both DC & if ordered for DRS (currently in Mumbai) or any other alternate site as per the Bank’s requirement within 12 weeks from the date of delivery or within 3 months from the date of Purchase Order, whichever is later.

8. ACCEPTANCE TEST

All the delivered hardware items may be subjected to an acceptance test. Successful bidder 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

Payment* will be made as per the following schedule: -

A-Hardware Cost

B- Total Software Cost including all required licenses

C-Implementation Cost including customization & integration

D-OTS Cost

| Deliverables | Eligible Amount |
|--|--|
| Complete Installation of all the required hardware & delivery of all Software including Licenses (Complete BOM at site) | 70% of (A+B) |
| Sign Off of complete solution with all modules/functionalities including customization & Integration* | (20% of A) + (20% of B) + (90% of C) |
| After three months of sign-off | 10% of (A+B+C) or immediately on submission of equivalent amount of BG |
| ATS/AMC | On Half Yearly basis in Advance |
| OTS (Onsite Technical Support) Cost | On Quarterly basis in arrears |

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

**** Sign off will be given only after successful implementation of the solution & testing for 2 weeks.**

NOTE: 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 enclosed in brackets in all fields of indicative commercial bid.

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.

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 successful bidder.

11. ANNUAL MAINTENANCE CONTRACT (AMC) & ANNUAL TECHNICAL SUPPORT (ATS)

Complete solution supplied should be covered under comprehensive on-site BACK-TO-BACK AMC & ATS 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 successful bidder immediately for critical updates or on monthly basis for normal updates/upgrades.

The successful bidder shall be fully responsible for the AMC & ATS 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 successful bidder any defect that may develop under normal use of supplied equipment during AMC & ATS period.

AMC & ATS 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 AMC & ATS. The replacement unit has to be shipped by the OEM & should be compatible with given hardware 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 AMC & ATS.
- AMC & ATS would cover updates/maintenance patches/bug fixes (available from the original software successful bidder) for system software & firmware patches/bug fixes, if any, for hardware.
- The successful bidder should provide on-site preventive maintenance on regular interval i.e. quarterly. However, Yearly preventive maintenance must be done by OEM and report of the same shall be provided to Bank. Pro-active product health status check-up (on-site) and submission of report quarterly/yearly. During the preventive maintenance the bidder/OEM should also check the firmware / operating system running on the IMPS engine and other components and upgrade the same to latest version as released by OEM. The successful bidder/OEM 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 successful bidder. 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 successful bidder support teams.
- 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/solution/hardware/software without any exceptions.

12. UPGRADES AND UPDATES

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

The solution (software or hardware or both) provided by the successful bidder should not be declared end of sale within 2 years of sign off of the project. If at all the solution (software or hardware or both) is declared end of sale within 2 years of sign off, the successful bidder has to provide the upgraded version (software or hardware or both) free of cost, to the Bank.

13. ONSITE TECHNICAL SUPPORT (OTS)

The proposed resident engineer must fulfill following criteria & Success full bidder i.e. successful Bidder will submit documentary proof for the same to Bank before starting the implementation of the solution:

- a) **Qualification:** The L2/resident engineer should hold a degree in B.E/ B.Tech in Computer Science/Electronics engineering/Information technology or MCA or M.Sc.(IT) or equivalent. The L2 engineer must also hold relevant certification from the OEM for the solution offered by the successful bidder at the time of his deployment in the Bank.
- b) **Experience:** Resident engineers should have minimum 3 years of hands on experience in administration of the proposed Solution & windows administration, Linux administration & storage administration. Proper experience certificate obtained from the client, to be submitted at the time of deployment of resident engineers in the Bank. Certification from the OEM to be submitted at the time of payment request for onsite engineer charges.
- c) **Background check:** Successful bidder has to conduct proper background check of the resident engineers and should submit BGV (background check verification document) to the Bank.

The successful Bidder shall provide requisite skilled resources during the implementation period and two L2 resource at DC from 10:00 am to 6:00 pm for 12 months' post Implementation i.e. 12 months from Go-Live date, without any extra cost to the Bank. The number of resources deployed during the implementation period is as per bidder's discretion. The L2 resources deployed should have requisite knowledge and minimum 3 years' experience of proposed solution for management, performance tuning trouble shooting and monitoring of the overall operations of offered mobile Banking app. The Bank team will conduct the interview of the proposed L2 candidates before according the approval.

After 12 months of implementation of complete Solution, Bank may avail additional OTS, at any time during the contract period. Separate commercials have been called for the additional 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 12 months of implementation) specifying the duration of the support and the no. of engineers required and charges will be paid on pro-rata basis. Bank is not bound to place any minimum order for additional OTS. This option will be availed as and when required by the Bank. Proposed Onsite Technical support engineer must comply with following criteria:

A. Onsite support during implementation

1. During the implementation, bidder should not change / modify the Bank's existing IT infrastructure. The performance or security of the existing network setup should not be hampered & compromised.
2. Successful Bidder has to generate, suggest and customized reports as per the requirement of the Bank.
3. Successful Bidder has to troubleshoot and resolve the problems occurred during the implementation of the project.
4. Desired report generation on daily basis & hand holding of Bank officials for the same.

B. Post implementation onsite support

1. After implementation the Successful bidder has to ensure the availability of two resident engineers for 12 months from the date of signoff of L2 level during office hours (9 am to 6 pm) at Bank's Data Center and if required at another site at no extra cost to the Bank for administration, operations, management and all activities related to the solution on all working days of the week as well as beyond office hours or on holidays, whenever asked or needed.
2. The resident engineers stationed at Bank's Data Center will be exclusively for this project and cannot be shared by the bidder for any other purpose during contract period. Granting leave/ absence to the engineers posted at our site, should be with at least 2 days' prior intimation to the Bank and suitable replacement should be arranged in his/her absence without fail. Penalty may attract if engineers are absent.
3. Post implementation support at another site will be provided by resident support engineers remotely from DC, or visit to that site in case of need, without any extra cost.
4. L2 resources will be responsible for conducting DR drills on quarterly basis.
5. Bidder is required to perform the following activities other than the ones called out as part of Responsibility Matrix below:
 - a. Installation/ Creation/ Re-Installation of databases with suitable hardening procedures as per Bank's policy.
 - b. Fine tune and resolve performance issues through performance tuning and optimizations.
 - c. Provides the required operational support to monitor the proposed applications database environments
 - d. Refers to the successful backup and restoration of the database instances as defined by BANK policy
 - e. Management of the granting, removal, monitoring and editing of access rights allocated to the database and application environments based on the Bank's direction and approval
 - f. Processes to perform database upgrades, performance tuning and repairing a database (if required)
 - g. Create, Implement and validate database recovery solutions. Support during DR testing and during actual DR situations
 - h. The Successful bidder has to ensure the availability of requirements of engineers (as per qualifications defined by the Bank mentioned in this tender) at Bank's Data Center and if required at another site for setting up and administration of the solution during 10 am to 6 pm on all 7 days of the week till sign off.

- i. Preventive maintenance of devices/ solution should be performed on quarterly basis.
5. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc., monitoring of communication/proper working of the solution with various integrated applications like Active Directory, Anti-Virus, SIEM, ATP, VA/PT tool, etc. monitoring the threshold of devices' utilization with respect to number of users, concurrent connections, etc. and reporting the same to the Bank on daily basis. Reporting abnormalities to the Bank as and when observed/occurred.
6. Maintaining the inventory of all nodes, VMs etc. connected throughout the Bank's network (managed through Central Management Console) along with device IP address, MAC address, present location, switch IP and switch port numbers used for connectivity, type of devices connected, etc.
7. Preparing and submitting reports as per the requirement of the Bank. Reports will include daily health monitoring and other statistical reports. If any report is available out of the box then engineer has to customize the same as per the Bank's requirement with no extra cost. Engineer may take support from its Backend team and/or OEM if required.
8. Troubleshooting day to day issues, faced by end users, pertaining to proposed solution in coordination with Bank's Network integrator, security integrator, desktop management team or other relevant teams/successful Bidders.
9. Call logging and follow-up with the OEM or the successful bidder's support mechanism and escalation for resolution of all types of hardware, software, solution or application related issue for the solution within the Turn-around-time.
10. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security successful Bidders of the Bank.
11. Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.
12. Configuring automatic incremental and full backup of VMs, Nodes including audit logs, policies, system configurations, user database, element database and any other parameters required to run the solution.
13. The resident engineers have to perform duties (but not limited to mentioned in RFP) pertaining to the solution.
14. The successful bidder will ensure onsite availability of experienced L3 engineers of OEM in case of any urgent requirement of the Bank in addition to the existing onsite resident engineer without any extra cost to the Bank, till the time the issue is resolved. Complete RCA should be provided to Bank by OEM, in such Cases.

15. All duties mentioned in RFP (but not limited to mentioned in RFP pertaining to the proposed solution) will be performed for 12 months' post Implementation i.e. 12 months from sign-off, without any extra cost to the Bank. And after this period, if Bank avails services of additional OTS, he will also perform all duties mentioned in RFP (but not limited to mentioned in RFP pertaining to the proposed solution), at no extra cost to the Bank during the contract period, except cost arrived after reverse auction for additional OTS.

16. The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The onsite engineers/representative deployed by the successful bidder 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 Successful bidder.

14. PENALTY CLAUSE

14.1 Penalty due to delay in Services

A-Total Hardware Cost

B-Total Software Cost including all required licenses

C-Implementation Cost including integration

| S.N | Item | Expected Timeline | Penalty | Max. Penalty |
|------------|--|--|----------------------------------|---------------------|
| 1 | Delivery of Complete Solution including hardware | Within 8 weeks from the date of Purchase Order | 1% of (A+B) for every week delay | 10% of (A+B) |
| 2 | Complete Implementation | Within 12 weeks from the date of delivery | 1% of (B+C) for every week delay | 10% of (B+C) |

Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Successful bidder, in case the Successful bidder exceeds the threshold limit of Delay for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Successful bidder, in such circumstances.

14.2 Penalty due to Downtime or due to performance below the expected Turnaround time of any application integrated with the Solution, which may impact Banks business.

After implementation of the complete solution, Penalty will be deducted for partial or complete downtime of the system (hardware or software failure) as below.

| Uptime (U) | Penalty |
|------------------------|---|
| $U \geq 99.95$ | No Penalty |
| $99.50 \leq U < 99.95$ | 0.1 % of (A+B) |
| $99.00 \leq U < 99.50$ | 0.2 % of (A+B) |
| $98.50 \leq U < 99.00$ | 0.3 % of (A+B) |
| $98.00 \leq U < 98.50$ | 0.4 % of (A+B) |
| And so on | For every 0.5 % drop in the Uptime, Penalty @ 0.1% of (A+B) |
| Max. Limit | 10% of (A+B), beyond which Bank may terminate the contract. |

SLA will be monitored on Monthly basis.

Penalty due to downtime, during contract period will be deducted from any subsequent payment to be made to the Successful bidder.

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

14.3 Penalty due to erroneous behavior of the Solution

If the solution, or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.

14.4 Penalty due to Absence of Onsite Engineer (L2 resource & Team Lead)

During the Implementation period and 1 year post implementation- In the absence of the engineer, 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 the Implementation cost, for each day, upto a maximum of 10%.

Team lead is required to be present Onsite as and when required by the Bank. Failure to do so will attract a penalty of 1% of Implementation Cost for each day upto a maximum of 10%.

If the Bank avails additional Onsite Technical support after one year of implementation- In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @3% of the monthly OTS Cost, for each day.

Penalty as in 14.1, 14.2, 14.3 & 14.4 can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All the five types of penalties can be levied upto their maximum limit simultaneously.

15. TRAINING

The successful bidder shall impart free of cost complete administration training & for day to day maintenance-of offered solution for 3 days and for two batches of 10 officials each of the Bank preferably in Delhi/NCR) during every year of Contract after completion of implementation. Only Travelling Cost of Bank Officials will be borne by Bank. The training should cover complete administration & day to day maintenance of the solution and should be classroom based.

16. 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.

17. 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.
- d. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

18. INFORMATION SECURITY

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during the 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 successful bidder 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 through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder 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.

19. 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 Rs.100 and must be signed by all the witnesses also. The Performa of Integrity Pact is as per **(Annexure-XII)**.

20. 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 contract for default.

21. 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. Successful bidder (successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

22. EXCHANGE RATE VARIATION

If the contract is extended for any period, beyond its expiry, and there is any variation in exchange rates (positive & negative both), the prices shall vary accordingly. The variation will be considered between the Exchange rate prevalent as on date of Acceptance of Letter of Intent and between the rates as on date of expiry of Contract. Increase in price of any item due to exchange rate variation shall be subject to negotiation.

23. 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 successful bidder (successful bidder) to complete implementation of solution within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Exceeding any of the threshold limit of Delay as per clause 15.1.
- f) Penalty as in Clause 15.2 reaches its max. limit.

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

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

24. NO RIGHT TO SET OFF

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.

25. PUBLICITY

Any publicity relating to the work to be carried out in BANKS towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Banks.

26. COMPLIANCE WITH LAWS

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti Bribery Laws.

27. 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.

28. 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.

29. 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.

30. 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.

31. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER)

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

32. PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by the Successful bidder shall be deemed to be the employees of successful bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Successful bidder 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 Successful bidder 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 Successful bidder's personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

33. LIMITATION OF LIABILITY

Successful bidder'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 successful bidder/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 successful bidder that gave rise to claim, under this tender. Successful bidder 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 Assistant General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

Reg.: Our bid for RFP for Development and Management of PNB One Lite Mobile App.

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

| Sr. | ELIGIBILITY CRITERIA | SUPPORTING DOCUMENTS TO BE SUBMITTED | COMPLIANCE (YES/NO) |
|-----|--|--|---------------------|
| 1. | The bidder should be registered with Registrar of Companies/Firms in India for at least 5 years. | Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India. | |
| 2. | The Bidder should have an annual turnover of INR 15 Crores (Rupees Fifteen Crores) for each of the past three financial years i.e. FY2016-17, FY2017-18 & FY2018-19 from their Indian Operations from Software Development Services. The bidder should have positive net worth during the last three financial years i.e. FY2016-17, FY2017-18 & FY2018-19. | Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2016-17, FY2017-18 & FY2018-19. The CA certificate provided in this regard should be without any riders or qualification. | |
| 3. | The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI in India. | Undertaking to be provided as per Annexure-VIII | |
| 4. | The bidder should be an OEM of the solution/app offered or its authorized representative in India having IP Rights of the customization. | In case of authorized representative of Any Item (e.g. App./hardware etc.), MAF from OEM of the Item (App./hardware etc.) as per Annexure-Xa in their letter Head needs to be provided. (Name, designation, contact no & official mail id of the signing authority must be clearly mentioned in the MAF.) In case bidder itself is OEM of any Item (e.g. App./hardware etc.), undertaking as per Annexure-Xb on their company's letter head should be provided. MAF from OEMs of other components is also required. Bidder is also to provide documentary evidence that the person signing Annexure-Xa (MAF) | |

| | | | |
|----|---|--|--|
| | | is authorized to issue such letters / certificate on behalf of company. | |
| 5. | The bidder must be CMMI level 3 or above Certified Company or its equivalent and the certificate should be valid as on date of bid submission. | Copy of certification depicting CMMI level 3 or above Certified Company or its equivalent. | |
| 6. | During last three Year (as on Bid submission date) the Bidder should have experience of completion of development and implementation of minimum one Mobile Banking Application for at least one PSU/Private Sector Banks/ Foreign Banks operating in India. The total business of that Bank should be minimum Rs. 50,000 Crore during last three Financial Years. | <p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI.</p> <p>OR</p> <p>Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed</p> <p>OR</p> <p>Copy Of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)</p> | |
| 7. | 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' | |
| 8. | The bidder must be ISO9001: 2015 or above Certified Company or its equivalent and the certificate should be valid as on date of bid submission. | Copy of certification depicting ISO 2015 or above Certified Company or its equivalent. | |

NOTE:

1. Only the OEM or its authorized representative in India having IP Rights of Customization can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Item/App/Solution of Original Equipment Manufacturer (OEM) is being quoted in the tender through its authorized representative, 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 our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, 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.
11. Bidder is also required to substantiate whether the person signing the document from his Company and from OEM Company is authorized to do so on behalf of his/OEM's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from OEM Company, 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 MSE(quote registration no. and date of registration, copy to be attached) | | | | |
| 8. | Bank Account Detail: Account Number, Account Name, IFSC, Bank Name | | | | |
| 9. | Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution) | | | | |
| 10. | Specimen Full signature | | | | |
| 11. | Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details) | | | | |
| 12. | Details of Service Support Center in Delhi/NCR and Mumbai | Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID: | | | |
| 13. | Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof. | | | | |
| 14. | Any pending or past litigation (within three years)? If yes please give details | Yes/No/Comments (if option is 'Yes') | | | |
| 15. | Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it. | FY | Turnover Rs. (in Lacs) from Indian Operations from Software Development Services. | Net Profit/Loss Rs. (in lacs) | Net Worth Rs. (in Lacs) |
| | | 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 Development and Management of PNB One Lite Mobile App.

DECLARATION

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

| Compliance | Description | Compliance (Yes/No) |
|---|--|---------------------|
| Terms and Conditions | We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of 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 company

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

Sir,

Reg.: RFP for Development and Management of PNB One Lite Mobile App.

This is to certify that M/s _____ has supplied/implemented Complete _____ (Name of the Solution) originally developed by _____ (OEM name) to our organization since _____ for _____ (brief Purpose/Objective of the Solution).

The solution has been implemented for _____ no. of users.

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

LITIGATION CERTIFICATE

Reg.: RFP for Development and Management of PNB One Lite Mobile App.

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:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UNDERTAKING FOR NON- BLACKLISTED**To be provided on letter head of the Bidder's/OEM Company**

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

Sir,

Reg.: RFP for Development and Management of PNB One Lite Mobile App.

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 Development and Management of PNB One Lite Mobile App.

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 Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2016-17, 2017-18 and 2018-19.

| Financial Year | Turnover (in Rs.) | Net Profit/Loss (in Rs.) | Net Worth (in Rs.) | Turnover from their Indian operations/ services from Indian Operations from Software Development Services. (in Rs.) |
|----------------|-------------------|--------------------------|--------------------|---|
| 2016-17 | | | | |
| 2017-18 | | | | |
| 2018-19 | | | | |

Date: _____
Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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

Sir

Reg.: RFP for Development and Management of PNB One Lite Mobile App.

We hereby submit the following:-

1. We, M/s _____ are the OEM of _____ (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.
2. We, M/s _____ have the IP (Intellectual property) rights for the products.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____
4. 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.
5. 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.
6. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT asset including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace the same with new one.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

UNDERTAKING FOR BEING the OEM of the OFFERED SOLUTION

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

Sir

Reg.: RFP for Development and Management of PNB One Lite Mobile App.

We hereby submit the following:-

1. We, M/s _____ are the OEM of _____ (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.
2. We, M/s _____ have the IP (Intellectual property) rights for the products.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
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 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 implementation, for the IT Hardware including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. 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.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

TECHNICAL SPECIFICATIONS OF THE APPLICATION

| Eligibility and Registration | | Compliance (Yes/No) |
|-------------------------------------|---|----------------------------|
| Eligibility Of The Customer | <ol style="list-style-type: none"> Any KYC compliant PNB account (Savings, Current, Overdraft, Loan, SSA (Sukanya Samridhi Account), PPF (Public Provident Fund) Accounts, Credit Card Holder. Mobile number registered with Bank account. | |
| Profile | <p>There will be two profiles:</p> <ol style="list-style-type: none"> View Only View and Transact <p>Profile can be changed from View to View and Transact:</p> <ol style="list-style-type: none"> Through App Registration (Using A/c No - OTP, Debit Card - ATM PIN) Through Branch (OTP on Registered Mobile Number) | |
| Transaction Limits | <p>Limit (Max) – 10,000 (InterBank) & Within Bank (other accounts)</p> <p>Limit (Max) – 25,000 (Own Account transfer)</p> <p>Further, the app should have a feature of Limit Parameterization.</p> | |
| Registration | <ol style="list-style-type: none"> In App Registration (Through A/c No - OTP, Debit Card - ATM PIN). Through Branch (OTP on Registered Mobile Number). Transaction Pin/Pattern to be set at the time of registration. | |
| App Activation | <p>After registration, app will be activated through Customer Id and OTP.</p> <p>mPin will be set at the time of app activation.</p> <p>Device/Sim binding will be done at the time of activation.</p> | |
| Login | <ol style="list-style-type: none"> Through MPIN (4-digit numeric PIN) Bio-Metric Authentication. | |
| Transaction Validation | <ol style="list-style-type: none"> Transaction pin/ Pattern OTP | |

| Features | | Compliance (Yes/No) |
|-------------------------------|--|----------------------------|
| Accounts | <p>Savings, Current, Overdraft, Loan, SSA (Sukanya Samridhi Account), PPF (Public Provident Fund) Accounts, Credit Card</p> <ol style="list-style-type: none"> Account Balance Account Details View/Download Detailed Statement Mini Statement View/Download Deposit Advice Loan Repayment Schedule Add/Update Nominee Set Default Account | |
| Beneficiary Management | <ol style="list-style-type: none"> View, Add, Edit and Delete beneficiaries. | |

| | | |
|--|---|--|
| Transfer Funds | <ol style="list-style-type: none"> 1. Within Self Accounts (Own Accounts) 2. Third party transfer Within PNB (Other PNB Accounts) 3. InterBank transfer (NEFT, RTGS, IMPS and UPI) 4. Payment via Scan & Pay (UPI QR/BHARAT QR) 5. Scheduled Payments 6. Pay to Contacts 7. Cardless transaction feature <p>Apart from master transaction limit, user can set custom transaction limit.</p> <p>Download transaction summary (last 10 transactions).</p> | |
| Invest funds | <ol style="list-style-type: none"> 1. Open Fixed Deposit 2. Premature Fixed Deposit Closure 3. Open Recurring Deposit 4. Premature Recurring Deposit Closure | |
| Bill Payment | <ol style="list-style-type: none"> 1. BBPS 2. Recharge- Mobile & DTH 3. Manage Billers 4. View and Pay bills 5. Ad hoc payment to unregistered billers 6. Credit Card Bill payment | |
| Voice Assistance based transactions | <ol style="list-style-type: none"> 1. Balance enquiry 2. Mini Statement 3. Logout 4. View Accounts | |
| Manage Debit Card | <ol style="list-style-type: none"> 1. Apply for a new card 2. Update limits of ATM withdrawal, POS/ EcomTransactions, International Usage Limit 3. Enable/Disable International Usage 4. Debit Card Temporary Block 5. Hotlist Debit Card 6. Channel wise limits for Debit Card transactions 7. Generate/Reset Debit Card PIN | |
| Unified Payment Interface (UPI) | <ol style="list-style-type: none"> 1. Manage VPA (Virtual Payment Address) 2. Send / Collect money through UPI 3. Transaction History 4. Complaint Management 5. User Deregistration 6. Blocking / Unblocking of UPI | |
| Scan & Pay | Make Payment by scanning QR code (UPI QR and BHARAT QR both) directly. | |
| mPassbook | <ol style="list-style-type: none"> 1. Balance enquiry 2. Mini Statement 3. View all Accounts Financial Summary 4. Last 10 Mesasges 5. Last Transaction Details | |

| | | |
|-------------------------------------|---|--|
| Accessibility | <ol style="list-style-type: none"> 1. To be made available in English and Hindi and other regional languages (As per EASE (Enhanced Access and Service Excellence) 3.0) 2. Should be accessible to blind/partially blind. 3. Search Functionality | |
| Cheques | <ol style="list-style-type: none"> 1. Request chequebook 2. Inquire Cheque Status 3. Stop Cheque | |
| My Profile | <ol style="list-style-type: none"> 1. View/Change User ID 2. Enable Fingerprint / Iris Authentication 3. Reset Transaction Password 4. Set Limits for transactions 5. Deregister Mobile Banking | |
| Value Added Services | <ol style="list-style-type: none"> 1. PAN/ Aadhar Registration 2. E-mail ID Updation 3. Apply for Government Schemes: 4. Atal Pension Yojna 5. PM Jeevan Jyoti Yojna 6. PM Suraksha BimaYojna 7. Feedback(pre-login) 8. Refer a friend(pre-login) 9. Offers/Banners (pre-login) 10. In app Notification(pre-login) 11. Manage Scheduled Transactions 12. Locker enquiry | |
| Complaint Service Management | <ol style="list-style-type: none"> 1. Raise a complaint / Service Request 2. Track your request 3. Request history | |
| EFRM Integration | Integration with EFRM (Enterprise Fraud Risk Management Solution) solution. | |
| Pre login Services: | <ol style="list-style-type: none"> 1. Reset Login/ Transaction Password 2. Space for displaying banners for digital marketing of Bank's products 3. Link to Banks' Social Media Channels 4. FAQs 5. Contact Us | |
| Other Services | <ol style="list-style-type: none"> 1. In App and Push notifications 2. Contact Us 3. Feedback 4. Near by ATMs/Branches 5. Application Information 6. Refer a friend 7. Chatbot | |

| Other Requirements | | Compliance (Yes/No) |
|---------------------------|--|----------------------------|
| Security | App should have standard security features including but not limited to below: <ol style="list-style-type: none"> 1. OWASP top 10 compliant | |

| | | |
|---------------------------------------|--|--|
| | <ol style="list-style-type: none"> 2. Certificate pinning 3. Rooted device /Jail broken device detection 4. Debug mode detection 5. Malware application detection 6. Clipboard access restriction 7. End to end encryption (other than ssl) 8. Application integrity check 9. Session handling 10. Code obfuscation 11. Device IP and details logging at server 12. Proper permission handling 13. Sim/Device binding | |
| Operations | Admin console to be provided for: <ol style="list-style-type: none"> 1. User Maintenance (console user and customers) 2. Feature Turn on/off 3. Change master limits 4. Change Host Integration 5. Analytics and Reporting | |
| Maintenance | <ol style="list-style-type: none"> 1. Product document 2. Product architecture 3. Deployment diagram 4. DB ER (Database Entity Relationship) diagram 5. Process data flow diagram for each operation 6. Debugging steps document 7. Test Cases for entire application 8. Customization steps | |
| Optimization & Performance | <ol style="list-style-type: none"> 1. Since we are emphasizing on the lightness of the app hence downloadable apk, ipa size should be maximum 20 Mb with the buffer to expand till 25 Mb. 2. The server application should have web/app/db layer with clustering. The app server should not be further split into sub-units. There can be 2 units one for Mobile Banking application and other for admin console. 3. The app should be fast, recurring performance/load testing to be done on the application with all the customizations. 4. The database should be able to handle the records of 2 Crore customers with 20% increase per year. | |
| Other | Mobile Banking Application must be flexible/capable to integrate with Banks Chatbot. | |

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Date:

Place:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Performa for Indicative Commercial Offer**Reg.: RFP for Development and Management of PNB One Lite Mobile App.****Table-A**

| (I) Hardware Items | | | | | | |
|----------------------------|---|----------------------|----------------------------------|---------------------------|---|--|
| Sr.No. | Mandatory Items | Unit Cost (A) | Multiplication Factor (B) | Total Cost (C=A*B) | AMC in percentage of Unit Cost of hardware (5 to 10 % of Unit Cost) (D) | Total Cost including warranty and four years AMC $E=C+(((D/100)*C)*2)$ |
| 1. | Total Hardware Cost (HA at both DC & DR & non HA UAT setup at DC) | | 1 | | | |
| (II) Software Items | | | | | | |
| Sr.No. | Mandatory Items | Unit Cost (A) | Multiplication Factor (B) | Total Cost (C=A*B) | ATS in percentage of Unit Cost of software (10 to 20 % of Unit Cost) (D) | Total Cost including warranty and four years ATS $E=C+(((D/100)*C)*2)$ |
| 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 Cost (c=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) | | 4 | |
| 9 | Customization cost (in man days)(as and when required) | | 300 | |
| | 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) | | | |

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 Grand Total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
8. Customization cost (in man days) mentioned in above Table will only be applicable after the signoff will be given to the successful bidder. Also, the PO will be given by Bank as 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. Bank may place Orders for Sr. no. 8 & 9 as 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.
10. 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 5 years, at the unit rate finalized after Reverse Auction.
11. 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 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 Pact

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors(IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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.
 2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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.
 3. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the 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(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

Section-3 Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in” Guidelines on Banning of business dealing”.

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor (IEM) Shri. Raj Kumar Singh (I.R.S. Retd.), (email ID: mr-rajksingh@gmail.com, mr-rajsingh@yahoo.com) (Mob no.9818696406, 8141488880) for this Pact after approval by 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 the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recuses himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word ‘**Monitor**’ would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged. determined by MD & CEO, PNB.

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is "The Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Proforma for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank
Information Technology Division
5, Sansad Marg
New Delhi 110001

Dear Sir,

In accordance with your bid reference no. _____

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

Called 'bidder') wish to participate in the said bid for **RFP for Development and Management of PNB One Lite Mobile App**. An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

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

This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab National Bank, 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 before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this

_____ Day of _____ 2019 at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

Certificate regarding RFP for Development and Management of PNB One Lite Mobile App

(to be provided on letter head by each OEM)

We M/s _____, OEM of _____(item), having model No/version no.: _____, offered in this RFP, through our authorized Service provider, M/s _____, hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

OEM Name:**Registered Address of the OEM:**

| Share holding structure of the OEM as on 31.03.2020 | | |
|---|------------------------------------|--|
| %age of shares held | Name of holding Company/Individual | Registered Address of the share holding company/Individual |
| | | |
| | | |

OEM's Parent Company &/ Owner/Beneficial Owner Name:**Registered Address of the OEM's Parent Company:**

| Share holding structure of the OEM's Parent Company as on 31.03.2020 | | |
|--|------------------------------------|--|
| %age of shares held | Name of holding Company/Individual | Registered Address of the share holding company/Individual |
| | | |
| | | |

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

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

Certificate regarding RFP for Development and Management of PNB One Lite Mobile App

(to be provided on letter head of Bidder)

We M/s _____, have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

Bidder Name:**Registered Address of the Bidder:**

| Share holding structure of the Bidder as on 31.03.2020 | | |
|--|------------------------------------|--|
| %age of shares held | Name of holding Company/Individual | Registered Address of the share holding company/Individual |
| | | |
| | | |

Bidder's Parent Company &/ Owner/Beneficial Owner Name:**Registered Address of the Bidder's Parent Company:**

| Share holding structure of the Bidder's Parent Company as on 31.03.2020 | | |
|---|------------------------------------|--|
| %age of shares held | Name of holding Company/Individual | Registered Address of the share holding company/Individual |
| | | |
| | | |

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

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

Checklist

| Sl. N | Particulars | Submitted (Yes/No) | Page |
|-------|--|--------------------|------|
| 1. | Proof of RFP Cost | | |
| 2. | Proof of EMD | | |
| 3. | Terms and Conditions (Annexure-I) | | |
| 4. | Undertaking By The Bidder (Annexure-II) | | |
| 5. | Compliance To Eligibility Criteria (Annexure III) | | |
| 6. | Bidders Information (Annexure-IV) | | |
| 7. | Compliance Statement (Annexure-V) | | |
| 8. | Litigation Certificate (Annexure – VII) | | |
| 9. | Undertaking For Non- Blacklisted(Annexure – VIII) | | |
| 10. | Turnover Certificate by CA(Annexure-IX) | | |
| 11. | Manufacturer's Authorization Form (MAF) (Annexure-Xa) (In case Bidder is not OEM of any item Offered in this bid) | | |
| 12. | Undertaking for being the OEM of the offered Solution/Appliance (Annexure-Xb) (In case Bidder is OEM of the item Offered in this bid) | | |
| 13. | Technical Specifications of the Solution (Annexure – XI) | | |
| 14. | Certificate regarding RFP for Development and Management of PNB One Lite Mobile App (Annexure – XV(a)) by all the OEMs except the OEM offered Mobile Banking Application as per BOM. | | |
| 15. | Certificate regarding RFP for Development and Management of PNB One Lite Mobile App (Annexure – XV(a)) by the Bidder i.e. OEM of offered Mobile Banking Application. | | |
| 16. | Certificate of Incorporation | | |
| 17. | Complete Bill of Material (BOM) (Both hardware & Software) | | |
| 18. | Audited Balance Sheets & Profit & Loss Statements | | |
| 19. | Integrity Pact (Annexure – XIII) | | |
| 20. | Power of Attorney and Copy of Board Resolution | | |