

PUNJAB NATIONAL BANK



**(Open Tender)
Request for Proposal (RFP)
For Hosting & Maintenance of the
Corporate Websites of PNB.**

Information Technology Division

Head Office, 5 Sansad Marg,

New Delhi - 110 001

Tel: (011)- 23765468

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GENERAL TENDER DETAILS**RFP for Hosting & Maintenance of the Corporate Websites for PNB.**

1.	Date of commencement of Bidding Process.	03/10/2020
2.	Last date and time for sale of Bidding Documents	23/10/2020 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	06/10/2020 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	07/10/2020 at 1500 Hrs
5.	Last date and time for Online Bid Submission [Both Technical & Commercial Bid] (or Hash submission)	23/10/2020 upto 1600 Hrs
6.	Last date and time for Bid Re-Encryption	From 23/10/2020 1701 Hrs to 26/10/2020 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 23/10/2020 1701 Hrs to 26/10/2020 1400 Hrs
8.	Date and Time of Technical Bid Opening	26/10/2020 at 1600 Hrs
9.	Place of Submission of Bids	The Asstt. General Manager Punjab National Bank, IT Procurement Department, I.T. Division, HO: 5 Sansad Marg, New Delhi 110 001
10.	Place of opening of Bid	Punjab National Bank, Information Technology Division, 2nd floor, HO, 5 Sansad Marg, New Delhi – 110 001
11.	Address for communication	As above Tel: (011) 23765468
12.	Cost of RFP	Rs.5000/-+ 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. However Traders/ Sole Agents/ Distributors etc. are excluded from this relaxation.
13.	Earnest Money Deposit	Rs.10.00 Lakhs should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, IT Division payable at

		<p>New Delhi. BG should be valid up to 6 months from the last date of submission.</p> <p>IFSC Code : PUNB0015300</p> <p>Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001</p> <p>Account No. 0153002100572949 (16 digits)</p> <p>Imprest account – HO IT Division</p> <p>*MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank. However Traders/ Sole Agents/ Distributors etc. are excluded from this relaxation.</p>
14.	Contact to Bidders	<p>Interested Bidders are requested to send the email to rbpankaj@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.</p>

Note:

Technical Bids will be opened online as well as in physical form but Commercial bid will be opened online only; Bidders may view the details through their terminal using their e-procurement registration login. Further note as below:

1. All the interested Bidders, who have not registered earlier with e-procurement site(<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least Two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates(or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in.

5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. The indicative commercial bids to be submitted online only.
7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
8. If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

1. INTRODUCTION:

Punjab National Bank (PNB) has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Solution (CBS) with Data Centre at New Delhi and Disaster Recovery Site at Mumbai. The centralized Banking Solution covers all the 6800 plus Service Out-Lets (SOLs), which are connected to the Data Centre and DRS through an Enterprise Wide Network. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines VSATs, Radio Links, PSTN and other forms of connectivity, which may emerge in the near future.

Punjab national Bank also have a setup for Exchange, Alternate Delivery Channels services like Internet Banking, ATM, POS, Payment gateway , Mobile banking, Kiosks etc. Besides these services, there are interfaces with applications and networks used by different institutions like NPCI, MTNL, Customs, RBI, CIBIL, NSDL and other institutions wherever required. Applications from multiple vendors for different internal requirements of Bank are also in use. All the applications are having DRS setup.

To Secure the Network, Communications, Systems, Application software, Data bases, Data, Information etc. and to ensure the availability of resources including the network to authorized users without any disruption or degradation, the bank is looking forward for supply, installation, managing a robust security framework as per the Information Security standards.

The Enterprise Wide Network is maintained by Bank's Network Integrator and the security measures are already enforced at various levels (Application Security, Network Security, Database Security, OS Security, Access Controls, Physical Security etc.). All these security measures are in place in congruence with the Bank's Information Security Policy, Business Continuity & Disaster Recovery Plans & various other regulatory compliances.

2. PURPOSE OF THE RFP:

The purpose of this RFP is to select a vendor for **Hosting & Maintenance of the Corporate Websites for PNB**. This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Representative in India, provided bidders fulfill the minimum qualification criteria as mentioned in bid document.

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. Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for Hosting & Maintenance of the Corporate Websites for PNB as per requirements mentioned in the RFP. This invitation of Bids is open to all bidders having presence in India provided bidders fulfill the minimum qualification criteria as mentioned in bid document (Annexure-III).

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

3. SCOPE OF WORK:

A. Tenure of the contract

The tenure of the contract would be of five (5) years from the date of live of websites. The Bank may extend the contract for a further period of two (2) years on same rate, terms and condition.

B. Eligibility Criteria:

1. The bidder should be a registered company incorporated in India, registered under Company act 1956 and as per its latest amendments.
2. Solution Provider should be an ISO 9000, ISO 27001 Certified or above.
3. The solution provider company should have at least CMMI (Capability Maturity Model Integration) level 3 certification. However, In case the solution provider is not at CMMI level 3 then the solution to be provided should be accompanied by a certificate from a different CMMI level 5 company, who should confirm, based on their evaluation/audit, that the solution provided is in conformity with CMMI level 3 standards.
4. Bidder should have positive net worth firm for the last financial year. v.
5. Bidder should have annual turnover of Rs.5 Crore during last 2 financial years each.
6. The bidder should not have been blacklisted by any Government /Government agency in India. The bidder in their company's letter shall provide undertaking to this effect.
7. The Solution Provider should have past experience in Website hosting, designing, development, maintenance and customization for a minimum period of 3 years.
8. The solution provider should have full-fledged development and support center in any of the metro centers in India.
9. Solution provider should have DC & DRS for web server hosting at different geographical locations within India.
10. The solution provider should have developed and maintained minimum 5 interactive and bi-lingual websites for Banks / Financial Institutions / PSU/ Government Organizations and must be in operations as on date. Development experience of site in regional languages will be added advantage. Also the solution provider should have experience of at least Two websites of Bank / Financial Institute/Govt. Organization, involving designing / migration as per WCAG 2.0 guidelines (Level „A“ & Level „AA“ or above) or Guidelines for Indian Govt Website and IPv6 complaint. Certificate for satisfactory service rendered for development, maintenance and hosting of the website has to be submitted from two organizations.
11. The Solution Provider should have developed at least two website using DotNet Framework.
12. Content Management System (CMS) and the website must be in operation as on date. The certificate regarding satisfactory implementation and maintenance of CMS based website from more than one organization is required.

13. The Solution Provider should have experience in implementation of guidelines of the regulatory institutions, like – CERT-In, RBI, & Ministry of IT etc. whose recommendations Bank has to comply with time and again and such guidelines/instructions should be implemented.
14. The bidder shall furnish relevant documents supporting the above eligibility/qualification criteria along with the technical bid. The Bank reserves the right to verify/ evaluate the claims made by the bidder independently.

C. Project Scope for MIGRATION, DEVELOPMENT, HOSTING & MAINTENANCE OF BANK's WEBSITES AND DEDICATED DNS SERVICES

The Bidder should follow a suitable methodology for delivering the requirements of the RFP over the tenure of the contract.

It is the bidder's responsibility to:

1. Properly understand and examine the requirements;
2. Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
3. Satisfy itself as to the completeness, correctness and sufficiency of its response;

Scope of work is as follows:

D. FOR WEBSITES MIGRATION

The under mentioned Bank's Websites to be migrated, hosted and maintained:

Bank's Corporate Websites (English & Hindi) along with CMS functionality

Existing SLBC Websites

The selected bidder shall study, analyze the existing websites and take over them from existing vendor and host and manage it during the entire contract period.

The selected bidder shall migrate the existing pages of the websites including data within one month from the date of issuance of Purchase order.

1. All the integrations and functionalities / services in the existing websites are to be kept as it is in the migrated websites.

E. FOR WEBSITES DEVELOPMENT

1. Any new website as and when required by the Bank during the entire contract period to be developed, hosted and maintained which must include following basic requirements:
 - a. Modern, trendy with easy to navigate and advanced features to support text, image, audio, video, and combination (multi media) posting. Mobile first strategy to be adopted.

- b. Web pages should be in alignment with corporate theme and latest web technology and trends
- c. The websites must be bilingual (Hindi and English) and the websites must be capable to incorporate other languages also. The bidder has to provide the pages also in more languages.
- d. Provide and support easy to use content management solution for developing, posting and managing the overall content of the website.
- e. Website design and structure has to be browser independent and “Response Design” designing screens for all types of Screens (i.e.)
 - 1. Websites’ Design changes according to device or screen resolution.
 - 2. Clean Code, easy for browsers to load and no issues to be encountered by users on mobile, tablet etc.
 - 3. Site should be Tablet / Smart Mobile optimized (i.e.) make it possible to click with a finger on a tablet.
 - 4. It should be made attractive to Gen – X & Y customers / visitors.
- f. Usability of the site by the visitors is to lead the user satisfaction.
 - 1. Pages not to be cluttered
 - 2. Intuitive design
 - 3. Availability of Site Map
 - 4. Enhanced user experience
- g. WCAG 2.0 guidelines (Level A” & Level AA” or above) and IPv6 complaint websites
- h. Open Web Application Security Project (OWASP) for developing secure coding for web pages & web applications to be complied with.
- i. The websites should provide for Search engine optimization to allow the highest possible ranking of the individual pages within the site from all major search providers, including but not limited to Bing, Google, MSN Search, and Yahoo! and to adopt all the relevant techniques for SEO (Search engine optimization). Good use of key words and content so sites can be indexed via Search Engine. The sites should provide Meta title and Meta descriptions tags that are maintainable and able to auto correct and/or provide results that best match misspelled words or phrases. The search feature should be able to search both HTML pages and documents, such as PDF files and Microsoft Word documents.
- j. The bidder must furnish contract agreements with other vendors whose products or services, the bidder would obtain. The bidder must further continue with the same vendors during the contract period and shall not be permitted to change the vendors after the bid is submitted. Failure to adhere to this clause will attract disqualification of the bid/ contract as well as invoke related damage clauses as specified in Terms and Conditions.
- k. The successful bidder is expected to assist the bank in performing UAT of the solution as part of deployment and subsequent changes. The successful bidder will prepare test cases and shall be responsible for securing necessary approval from stakeholders on

acceptance of the test cases.

- I. Bidder shall appoint an experienced Project Manager having minimum 5 years of experience of WCM and FSI/Bank projects for the project execution. The bidder should provide CV of the Program Manager that demonstrates proven experience in executing projects similar in scope and complexity and details/profiles of all other relevant resources which are on roll. Bank may provide acceptance to the resources only on satisfactory evaluation of the experience of the Project manager and other relevant resources allotted by Bank.

F. FOR WEBSITES HOSTING

- 1 The bidder shall provide the dedicated web hosting infrastructure of Tier level III compliant and above Data Centre for Window based (Window Operating System, IIS web server, .NET Framework, Anti-Virus Protection, Firewall) web hosting.
- 2 The successful bidder must provide for separate production (at DC and DR), testing and training environments.
- 3 The bidder should provide 20 MBPS bandwidth connectivity between web hosting server and internet service provider.
- 4 The websites must be available 24 x 7 x 365. Tolerance to down time for the websites is ideally zero. The security and integrity of the websites has to be maintained under all circumstances. The security and integrity of the database and the websites has to be maintained under all circumstances.
- 5 Websites should be complying with the Bank's security policy and Govt/RBI guidelines. The successful bidder is expected to ensure all the regulatory requirements for the websites are made available without any extra cost.
- 6 Necessary Security features to be built for securing the site from hacking.
- 7 Service Provider has to monitor the web site 24x7 from security threats and ensure its uninterrupted functioning.
- 8 Home page and other pages of websites other than downloads should be loaded to the visitors within 1 Second. 1MB size file should be downloaded with in 1 minute on 256 Kbps link.
- 9 The site should be located in India with DRS having ISO27001 or above certificate with Security features confirming to Bank's Security Policy. **Hosting company should have a security policy and should have implemented the best practices for the web server as per CERT-In/RBI guidelines/Govt. of India Guidelines.** These guidelines among other cover the following aspects for Web server security:
 - a. Network security
 - b. Hosting security
 - c. Web and application security
 - d. Database security
 - e. Logging and backup policies
 - f. Physical security

- g. Disaster Recovery Site
 - h. Security Audit and Penetration Testing
 - i. Incident Handling and Recovery
- 10 Complete details on guidelines for Web server security can be obtained from CERT-in Website - <http://www.cert-in.org.in/>
 - 11 The bidder shall provide secured access at hosting infrastructure for updating the contents on the website
 - 12 The bidder should ensure that dedicated web server should have a capacity to support minimum 15000 concurrent users at a time.
 - 13 The bidder shall have a help line opened for the Bank on 24X7 basis through phone and emails/ web-based help desk.
 - 14 The bidder shall monitor the server and all security devices on 24X7 basis and protect them adequately by use of different security devices such as firewall, IPS, unified threat management system etc. The bidder should provide access logs of the security devices placed for dedicated servers, to the Bank for monitoring purposes.
 - 15 The bidder shall ensure that the availability of redundant power supply, highly skilled man power, proper air-conditioning, and firefighting mechanism in Data Centre.
 - 16 The web server hosting bidder should have proper backup policy & Disaster Recovery Centre to ensure minimum 99.90% uptime for the Websites in the peak hours i.e. between 08:00AM to 08:00PM on week days (Monday to Saturday). Bidder should ensure uptime of minimum 99.0% in non-peak hours. Some of the features of back-up policy may include:
 - 17 A proper backup policy should be enforced and ensure regular backup of files.
 - o Maintain a latest copy of Web site content and source code on a secure host or on media.
 - o The Disaster Recovery Site should be in state of readiness to take over the websites hosting in case of disaster.
 - o Historical recoverable Backup along with required tools should be provided to Bank.
 - o The bidder should have its infrastructure and Web servers audited by auditors empaneled by CERT-In. The bidder should also have their web servers tested by Attack & Penetration testing experts quarterly and should take immediate steps to plug the security weakness unearthed.
 - 18 Bank, as and when required, may ask the service provider to provide documents/certificates/ reports pertaining to security audit of hosting company's infrastructure and Web servers. Also bidder should allow the auditor identified by the Bank to audit the Data center as and when required by the Bank.
 - 19 The bidder shall take steps to prevent unauthorized access to data and contain malicious activities directed at the Bank's website/ dedicated server hosting of Banks websites through the Internet or otherwise.
 - 20 Whenever any new threats/vulnerabilities become public, the bidder will take

appropriate steps to protect the interests of the PNB so far as it relates to the services covered under this agreement and shall also bring this to the notice of PNB immediately and, wherever required, help/guide PNB in plugging these.

- 21 Once the call is received by the bidder, it will put its maximum efforts and deploy its best resources to resolve all calls at the earliest possible time frame.
- 22 The bidder shall be responsible for any act of its employees that may result in security breach of PNB website.
- 23 The bidder should provide all the necessary equipments, system software and other software for successfully hosting of a secured websites and should be conform to Bank's Information System Security Policy (ISSP).
- 24 As the Bank websites has to function under the regulations/ recommendations of regulatory authorities such as – CERT-In, GOI, RBI, etc. the service provider will address all issues/ security related threats/ vulnerabilities notified to the Bank by these institutions and fix/ resolve them to the satisfaction of these institutions/ Bank.
- 25 The bidder will host the new web sites developed without any cost.
- 26 Bidder will procure the new domain name & SSL & manage the same during contact period.
- 27 The server should be IPV4 & IPV6 compliant.
- 28 In case of any incident, the bidder should provide Root Cause Analysis with the required logs for further action by the bank.

G. MAINTENANCE & MODIFICATION

1. Service provider to provide analytics of the websites use its performance etc. with Google / appropriate analytic tools and provide monthly MIS on various performance parameters, along with suggestion to improve. Service Provider to manage and maintain the site during the contract period or frequency as decided by Bank including updation.
2. Service provider to periodically review the status of websites response to search and ensure it appears high on search throughout the engagement period.
3. Service provider has to take backups of the contents and source code of the site on daily basis and provide to the Bank along with procedure and process to extract/ restore.
4. Applications software should be up to date with the latest service pack and patches to protect against attacks.
5. The Service Provider should impart knowledge and training for trouble shooting.
6. The bidder should ensure that the Antivirus installed at the server must be updated regularly with latest antivirus definitions. The system should be scheduled for daily scan.
7. The service provider will be the single-point-of-contract to provide all the services for the Websites to be hosted. However service provider will provide the Bank the details of the Data Centre and should ensure that it complies with the Technical and security Specifications described under scope of service.
8. Service support at Bank's location for Content Management System (CMS) should be provided from 10AM to 6PM from Monday to Friday and from 10AM to 6PM on working

Saturday.

9. The Bank reserves the right to third party audit, as such the hosted website, web server & Networking Equipment may be audited by the bank officials or security auditors appointed by Bank. The bidder will provide the access to the server for audit and fix/ rectify all the vulnerabilities related to hosting services, unearthed by the security auditors.
10. The bank officials / maintenance staff of vendor , developers should have access to maintain / management portal from identified end point only.
11. The discrepancies find during audit should be complied with in 10 days.
12. The bidder will have to trouble-shoot any problems with the websites hosting at a short notice.
13. The bidder shall be responsible to share SLA adherence and traffic reports with PNB.
14. The bidder shall provide the escalation matrix in respect of calls that need to be attended for installation/support and maintenance.
15. The successful bidder is expected to ensure that functionalities currently being used by the Bank or being envisaged by PNB are made available.
16. Websites should be scalable and futuristic with provision to adopt B2B. It has to be integrated with Bank's back end systems like CBS, CRM, Bank's email, CGRMS etc. either real time or as required by Bank. These requirements will be implemented at no cost and has to take care of all the basic requirements of a website while implementing them.
17. Any changes/new integration in existing websites are to be provided as part of maintenance activity of website.
18. Bidder should provide Dash board, customized reports, SLA's regarding health and maintenance of the site, industry standards including following information at no extra cost but not limited to:
 - a. Availability of the Web Site – geographical region wise.
 - b. Response time of the website.
 - c. Availability of the server in peak hours & non-peak hours
 - d. Uptime of the All Servers related to Websites hosting of Bank
 - e. Maximum bandwidth utilization
 - f. Top pages of the websites
 - g. Unique Visitors
 - h. Concurrent users
 - i. Additional Performance Measurement Parameters
19. During DR Drill , Duration for shifting from DC to DR should be within 30 minutes.
20. Response time of syncing of application & database should be maximum 5 minutes between DC & DR.
21. Bidder should provide reporting tool to bank for evaluating uptime for websites.
22. The details of the Software tools used should be provided.
23. In case of any incident, the bidder should provide Root Cause Analysis with the required logs for further action by the bank

24. The bidder will maintain the new web sites developed without any cost.
25. OWASP TOP 10 & 20 Guidelines should be compliant on all pages of the website
26. Necessary Domain Security features to be incorporated as under.
 - a. **Ensure Your Registrar is Secure** : Ensure that your registrar employs a “hardened” portal—one that employs constant checks for security and code vulnerabilities the same way the web security team does for your websites. The registrar must have a track record of being able to stay on top of new exploits and of researching and understanding new vulnerabilities. In addition, the registrar must be able to demonstrate use of strong internal security controls and best practices.
 - b. **Set Your Domain Names as “Locked”**: In response to the threat of domain name hijacking, ensure that your organization’s domains are “locked,” making them unavailable for transfer. All domains should be created, configured and then locked. Implement “Registrar Locking”.
 - c. **Demand “Registry Locking”**: Generic domain locking can still be exploited by an attacker who updates nameservers and redirects customers to illegitimate websites without transferring actual control of the domain from one registrar to another. To combat this, another step is “registry locking,” or “premium locking,” which makes the domain unavailable for any updates at all. This method of locking is currently available for .com, .net and several ccTLD registrations.
 - d. **Work with a Hardened Registrar**: A hardened registrar will be familiar with all the potential attack strategies outlined above, including social engineering techniques, and will be able to guard against them. Most likely, you will find this level of sophistication with a registrar that deals exclusively with corporate clients. Such a registrar will also have specialized security features for preventing, detecting and responding to attacks against any domains
 - e. **Monitor Critical Domains**: Domains that are vital to ongoing operations should be continually monitored for unauthorized DNS updates, changes to website content and DNS cache poisoning. While there are foolproof methods for locking down .com and .net domains at the registry, other domains may still be at risk. Continual monitoring of core sites is recommended, so that any issues can be remediated quickly.

H. FOR DEDICATED DNS SERVICES

1. The bidder has to provide Dedicated DNS Services for all the Bank’s domains and their sub-domains.
2. The bidder has to ensure successful migration of all the Bank’s domains over the Dedicated DNS Server.
3. The bidder has to provide a portal to ensure that Bank can change the A records, TXT entries, SPF Records etc. for the Bank’s domains by itself.
4. The bidder has to monitor and maintain 100% uptime for the Bank’s domains and provide 24x7 support.

In the following table, brief details have been given about the existing modules/ features in Bank's present Corporate Website.

S. No	Module/Page/Features	Existing/new
1	<p>The detail of pages and files in the existing websites are as follows:</p> <p>Total number of pages:-</p> <ul style="list-style-type: none"> • 729 (Static and Dynamic)) <p>Total number of files and folders:</p> <ul style="list-style-type: none"> • Approx 24250 files and 165 Folders 	Existing
2	<p>Existing features available in Content Management Solution (CMS)–</p> <ul style="list-style-type: none"> • Updation of Website Contents by Admin users • Uploading of Tender/ E-auction/ Corrigendum by CO/ ZO/ HO Divisions/ Admin users • Recruitment module for uploading to Admin Users • Uploading of Banners, What's New, News Buzz etc. on Corporate Website • Dynamic Menu Generation in CMS • Updation of ATM, Branch details by Admin/ CO/ ZO users 	Existing
3	Integration with CBS for Locker Services	Existing
4	Integration with CGRMS for Feedback, Complaint and Status of Complaint	Existing
5	Search feature	Through web pages

I. Escrow Mechanism

The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the migrated websites in order to protect its interests in an eventual situation. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor.

J. Onsite Support.

1. Onsite Service support at Bank's location for CMS & New Integration/Modification in the website should be provided from 10AM to 6PM from Monday to Friday and from 10AM to 6PM on working Saturday.
2. L2 Support should be having the experience of 4+ years in dotnet technology.
3. Support should be available on 24*7 basis including Sundays/Holidays if required.
4. The L2 support will coordinate with their counterpart in case of DR Drill & other miscellaneous activities.

5. L2 support should provide daily updates to PNB bank official.
6. Leave arrangement should be available.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/AUTHORIZATION LETTER OR RESOLUTION COPY

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

2. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, 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 or amalgamated entity, 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 (<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 hash 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 or amalgamated entity. 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. 10.00 lakhs**, which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Performa at **Annexure-XIII**. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 12 Months from the last date of submission of bid with a claim period of further one year. The BG should be submitted at the time of bid submission. MSME bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank.

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

Details for online payment:

IFSC Code: PUNB0015300

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

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

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

11. BIDDING PROCESS (TWO STAGES)

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

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in Banks e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system. All

documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

a) TECHNICAL BID

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

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

b) COMMERCIAL BID

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

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

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

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

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

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

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

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

13. SUBMISSION OF BID

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

The commercial bid should be submitted online only.

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

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

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

14. DEADLINE FOR SUBMISSION OF BID

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

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

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

<https://etender.pnbnet.in>. Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

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

16. CONTACTING THE PURCHASER

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 by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

17. TERMS AND CONDITIONS OF THE BIDDING FIRMS

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

18. LOCAL CONDITIONS

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

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

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

20. OPENING OF BIDS

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose

to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

21. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

22. PRELIMINARY EXAMINATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

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

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

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

23. REVELATION OF PRICES

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

24. EVALUATION AND AWARD CRITERIA

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

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be properly signed by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. 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 or amalgamated entity 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 or amalgamated entity will be final in this regard.
8. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

Second Stage: (Commercial Evaluation)

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

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

25.REVERSE AUCTION

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final Item wise price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Reverse Auction/s will be conducted on mandatory items only **(Table-A of Indicative Commercial bid format (Annexure 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.

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

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

26. CANCELLATION OF BID/ BIDDING PROCESS

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

27. DELAY IN THE SUPPLIER'S PERFORMANCE

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

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

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

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

2. DURATION OF CONTRACT

Bank will enter into contract initially for a period of 5 years from the date of successful implementation. Bank will give sign off for successful implementation. However, the same may be extendable after completion of contract period for a further period of 2 year or any other period as specified by Bank on mutually agreed terms & conditions, if the bank so desires.

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

3. PERFORMANCE BANK GUARANTEE

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

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of Total Purchase Order value, within one month of acceptance of purchase order & valid for a period of 5 years & 6 months from the date of entering into contract & may be extended further on extension of contract.**
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.**
- c) The Performance Bank Guarantee will be furnished for due performance of the complete solution.**
- d) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)

Orders will be placed by the respective HO Division/Department. The vendor (successful bidder) shall have to accept and acknowledge orders within 7 working days from the date of order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.

5. NON ACCEPTANCE/ NON EXECUTION OF ORDER

In case the bidder shortlisted through this RFP process (hereinafter called “vendor”) refuses to accept / execute the order, Bank will procure the same from the respective OEM as per existing terms & conditions and rate accepted by OEM. The said vendor will have to bear the difference of cost if any of such item / product purchased by Bank from OEM (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the said vendor). Bank also reserves the right to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

6. DELIVERY, INSTALLATION & IMPLEMENTATION

Delivery and installation of Licenses/Software/ Package would be in electronic form as well as physical form

- Combined period of delivery and installation will be one month from the date of placement of purchase order.
- For this purpose, delivery means delivery of all the ordered items till the last item as specified in the Purchase orders.

The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.

Migration including go live should be done within two months from the date of placement of purchase order. GO-LIVE certificate is to be signed by Bank official post successful migration & Hosting of Websites.

7. ACCEPTANCE TEST

The system acceptance is subject to an Acceptance test. Vendor has to arrange required resources at the site at the date and time mentioned by the Bank to assist in the acceptance test. Only after Acceptance by Bank the system should go live from Test environment. Signing of the installation cum acceptance certificate will constitute the final acceptance of materials.

8. PAYMENT : Payment will be made as per the following schedule: -

- a) **For Website Migration** : 100 % payment will be released after successful migration of websites.
- b) **For Website Hosting & Maintenance**: Payment will be released on half yearly arrear basis.
- c) **For dedicated DNS services** : Payment will be released on half yearly arrear basis.
- d) **For onsite support person (L2) Charges** : Payment will be released on half yearly advance basis.
- e) **For new website development with CMS one time** : on completion of website GO-LIVE.

9. INSURANCE

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

10. UPGRADES AND UPDATES

The bidder shall be required to provide all future updates and upgrades for the proposed hardware/software provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented solution should be available at any point of time. Bidder should deploy its engineer during any major upgrade of the solution without any extra cost to the bank.

11. UPTIME

The web site should have minimum 99.9% availability during week days i.e. Monday to Saturday including Sundays & Holidays.

12. PENALTY CLAUSE

A. Penalty due to late implementation.

The System is to be Hosted, Revamped and go live within stipulated time from the date of order:-

i If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order value of undelivered equipment / system for per week of delay, as late delivery charges until

actual delivery of the equipment subject to a maximum of 10%.

ii. The Penalty will be charged on order value for the items for which delivery is delayed.

iii. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder/supplier from the contract, or any other contract.

iv. The Bank reserves the right to cancel the order in case complete delivery/service is not affected within the stipulated time.

B. Penalty due to non availability of site

i. For down time of each 0.1 % beyond 99.9% for month, penalty will be deducted per month .

S.No.	Availability	Penalty (%) (approximately)
1	99.90	0
2	99.50	5
3	99.00	10
4	98.50	15
5	98.00	20
6	97.50	25
7	97.00	30
8	< 97.00	50

Note : Uptime will be calculated in terms of minutes per month.

ii. Similarly penalty for delayed response time will also attract penalty which will be as under.

S.N	Response Time in Sec (Maximum 1 sec) for 1 hour.	Penalty per month for each incident per hour.
1	>1.0 & <=1.5	0.5%
2	>1.5 & <=2	1.0%
3	>2.0 & <=2.5	1.5%
4	>2.5 & <=3	2.0%
5	>3.0 & <=3.5	2.5%
6	>3.5 & <=4.0	3.0%

Penalty will be recovered from the payment to be released by the Bank.

13. SERVICE LEVEL AGREEMENT

The selected vendor will also have to enter into a Service level agreement for Service Support and Maintenance of complete solution as per the terms and conditions of the RFP and covering

the scope of work and technical requirements.

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

14. 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.

15. 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) Exceeding any of the threshold limit of Delay as per clause 12-A-I.

16. SIGNING OF PRE CONTRACT INTEGRITY PACT

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of applicable value (Rs 100/-) and must be signed by all the witnesses also. The Performa of Integrity Pact is as per Annexure-XIV.

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

18. INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation

to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

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

19. TERMINATION OF CONTRACT

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

contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following :

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of vendor (successful bidder) to complete implementation of appliance within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Exceeding any of the threshold limit of Delay as per clause 13-A-I.

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

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

20. 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.

21. 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.

22. 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.

23. 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.

24.CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER

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

25.PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by the Vendor shall be deemed to be the employees of vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and

there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

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

27. LIMITATION OF LIABILITY

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

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

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.

UNDERTAKING FROM THE BIDDER

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

Sir,

Reg : RFP for Hosting & Maintenance of the Corporate Websites for PNB.

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 for Bidders for Hosting & Maintenance of the Corporate Websites for PNB:

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

Sl.	Eligibility Criteria	Document to be submitted	Compliance (Yes/No)
1.	The bidder should be registered with Registrar of companies/firms in India at least 3 years	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	Bidder must be an ISO 27001: 2013 or higher or equivalent certified company.	ISO 27001: 2013 or higher or equivalent certificate required.	
3.	The bidder should have at least CMMI (Capability Maturity Model Integration) level 3 certification. However, In case the solution provider is not at CMMI level 3 then the solution to be provided should be accompanied by a certificate from a different CMMI level 5 company, who should confirm, based on their evaluation/audit, that the solution provided is in conformity with CMMI level 3 standards.	Copy of certificate required.	
4.	The bidder should have past experience in Website hosting, designing, development, maintenance and customization for a minimum period of 3 years, as on bid submission date.	Satisfactory Performance Certificate from the Clients as per Annexure-VI. OR Purchase Order along with Email from the client containing all the required information.	
5.	The bidder should have developed and maintained minimum 2 bi-lingual websites for Banks / Financial Institutions / PSU/ Government Organizations and must be in operation as on bid submission date . Development experience of site in regional languages will be added advantage.	<i>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.</i> OR Copy Of Work Order along with Installation Certificate signed & stamped by the Client OR Copy of Work Order along with any other proof of execution. <i>(Kindly note that any of the above documents submitted must be</i>	

		<i>sufficient enough to certify OEM's/bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)</i>	
6.	The bidder should have experience of at least Two websites of Bank Financial Institute/Govt. Organizations, involving designing / migration as per WCAG 2.0 guidelines (Level „A“ & Level „AA“ or above) or Guidelines of Indian Govt. Website and IPv6 complaint.	Self-undertaking mentioning that in these website WCAG 2.0 guidelines (Level „A“ & Level „AA“ or above) or Guidelines of Indian Govt Website and IPv6 complaint have been followed along with certification from Certifying Authority that WCAG 2.0 guidelines of Indian Government have been complied.	
7.	The bidder should not be involved in any litigation which threatens solvency of company	Certificate from certified CA to be provided as per Annexure- 'VII'	
8.	Bidder should not have been blacklisted at any time by the Govt. of India/ Banks/ PSU /BFSI /Govt. Organizations in last 3 years in India. Self-Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-'VIII'.	
9.	The bidder should be the Original Equipment Manufacturer (OEM)/ solution provider of the solution in India.	Undertaking as per Annexure-Xb on their company's letter head should be provided. (Bidder is also advised to provide documentary evidence that the person signing Annexure Xa (MAF) is authorized to issue such letters / certificate on behalf of company)	
10	The bidder should have a minimum turnover of INR 5 Crore (Rs. Five Crores) per annum from sales/support related to e-Mail Solutions and /or SMS services in India , for the last 3 financial years (2016-17,2017-18 & 2018-19).	Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided	

	The bidder should have positive net worth during these financial years.	in this regard should be without any riders or qualification	
11	Labour Law Compliance	Undertaking to be submitted as per Annexure- Xa	
12	The solution provider should have full- fledged development and support center in Delhi/NCR.	Details of Support centers like address, contact details etc	
13	Solution provider should have DC & DRS for web server hosting at different geographical locations within India.	Copy of ISO:27001 certificates.	
14	TECHNICAL SPECIFICATIONS (Annexure-XI)	Technical Specifications (Annexure-XI) must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder.	

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 MSME(quote registration no. and date of registration, copy to be attached)				
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – www.deity.gov.in/esdm/pmn as applicable to Bank.				
9	Bank Account Detail:Account Number, Account Name, IFSC, Bank Name				
10	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
11	Specimen Full signature				
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
13	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
14	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
15	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
16	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY (Latest 3 years)	Turnover Rs.(in Cr)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Cr)
		2016-17			
		2017-18			
		2018-19			

Date: _____

Place: _____

Signature of Authorized Signatory with Seal of the Company

Name of Signatory:

Designation:

COMPLIANCE STATEMENT**Reg.: RFP for Supply, Installation & maintenance of Bulk Email Solution.****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 Bank / PSU/ BFSI / Organizations.

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

Sir,

Reg : RFP for Hosting & Maintenance of the Corporate Websites for PNB.

This is to certify that M/s _____ has Hosted & Maintained our **Corporate website (Name of the websites) from _ to ____** . The Solution / Websites is currently running successfully .

The services of M/s_____ are satisfactory.

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Bank

LITIGATION CERTIFICATE

Reg : RFP for Hosting & Maintenance of the Corporate Websites for PNB.

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:

UDIN:

Designation:

Seal of Company

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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

The 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 Hosting & Maintenance of the Corporate Websites for PNB.

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 Hosting & Maintenance of the Corporate Websites for PNB.

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 sales & support related to websites services in India. 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 in Rs from their Indian Sales & support related to websites services in India
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:

LABOUR LAW COMPLIANCE

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

Sir

Reg : RFP for Hosting & Maintenance of the Corporate Websites for PNB.

We, M/s_____ undertake that we comply with all the applicable clauses of Labour Laws issued by Govt of India.

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 PRODUCT

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

Sir

Reg : RFP for Hosting & Maintenance of the Corporate Websites for PNB.

We hereby submit the following: -

1 We, M/s_____ are the OEM of _____(Name of the product/Solution), being offered to Punjab National Bank .

2.We agree to provide services as per the scope of work and technical specifications of this RFP .

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Technical specification of the Offered solution

Sr No	Functionalities (<u>WEBSITES MIGRATION</u>)	Compliance (yes/NO)
1	The selected bidder shall study, analyze the existing websites and take over them from existing vendor and host and manage it during the entire contract period.	
2	The under mentioned Bank's Websites to be migrated, hosted and maintained: Bank's Corporate Websites (English & Hindi) along with CMS functionality Existing SLBC Websites	
3	The selected bidder shall migrate the existing pages of the websites including data within one month from the date of issuance of Purchase order.	
4	All the integrations and functionalities / services in the existing websites are to be kept as it is in the migrated websites.	

Sr No	Functionalities (<u>WEBSITES DEVELOPMENT</u>)	Compliance (yes/NO)
1	Any new website as and when required by the Bank during the entire contract period to be developed, hosted and maintained which must include following basic requirements:	
2	Modern, trendy with easy to navigate and advanced features to support text, image, audio, video, and combination (multi media) posting. Mobile first strategy to be adopted.	
3	Web pages should be in alignment with corporate theme and latest web technology and trends	
4	The websites must be bilingual (Hindi and English) and the websites must be capable to incorporate other languages also.	

5	Provide and support easy to use content management solution for developing, posting and managing the overall content of the website.	
6	<p>Website design and structure has to be browser independent and “Response Design” designing screens for all types of Screens(i.e.)</p> <ul style="list-style-type: none"> • Websites’ Design changes according to device or screen resolution. • Clean Code, easy for browsers to load and no issues to been countered by users on mobile, tablet etc. • Site should be Tablet/Smart Mobile optimized (i.e.) make it possible to click with a finger on a tablet. • It should be made attractive to Gen – X & Y customers / visitors. 	
7	<p>Usability of the site by the visitors is to lead the user satisfaction.</p> <ul style="list-style-type: none"> • Pages not to be cluttered • Intuitive design • Availability of Site Map • Enhanced user experience 	
8	WCAG2.0guidelines(Level A” & Level AA” or above) and IPv6complaint websites	
9	The websites should provide for Search engine optimization to allow the highest possible ranking of the individual pages within the site from all major search providers, including but not limited to Bing, Google, MSN Search, and Yahoo! and to adopt all the relevant techniques for SEO (Search engine optimization). Good use of keywords and content so sites can be indexed via Search Engine. The sites should provide Meta title and Meta descriptions tags that are maintainable and able to auto correct and/or provide results that best match misspelled words or phrases. The search feature should be able to search both HTML pages and documents, such as PDF files and Microsoft Word documents.	
10	The bidder must furnish contract agreements with other vendors whose products or services, the bidder would obtain. The bidder must further continue with the same vendors during the contract period and shall not be permitted to change the vendors after the bid is submitted. Failure to adhere to this clause will attract	

	disqualification of the bid/contract as well as invoke related damage clauses as specified in Terms and Conditions.	
11	The successful bidder is expected to assist the bank in performing UAT of the solution as part of deployment and subsequent changes. The successful bidder will prepare test cases and shall be responsible for securing necessary approval from stakeholders on acceptance of the test cases.	
12	Bidder shall appoint an experienced Project Manager having minimum 5 years of experience of WCM and FSI/Bank projects for the project execution. The bidder should provide CV of the Program Manager that demonstrates proven experience in executing projects similar in scope and complexity and details/profiles of all other relevant resources which are on roll. Bank may provide acceptance to the resources only on satisfactory evaluation of the experience of the Project manager and other relevant resources allotted by Bank.	

Sr No	Functionalities <u>WEBSITES HOSTING</u>	Compliance (yes/NO)
1	The bidder shall provide the dedicated web hosting infrastructure of Tier level III compliant and above Data Centre for Window based(Window Operating System, IIS web server,.NET Framework, Anti-Virus Protection, Firewall) webhosting.	
2	The successful bidder must provide for separate production (at DC and DR), testing and training environments.	
3	The bidder should provide 20 MBPS bandwidth connectivity between webhosting server and internet service provider.	
4	The websites must be available 24 x 7 x 365. Tolerance to down time for the websites is ideally zero. The security and integrity of the websites has to be maintained under all circumstances. The security and integrity of the database and the websites has to be maintained under all circumstances.	
5	Websites should be complying with the Bank's security policy and Govt/RBI guidelines. The successful bidder is expected to ensure all the regulatory requirements for the websites are made available without any extra cost.	
6	Necessary Security features to be built for securing the site from hacking.	
7	Service Provider has to monitor the website 24x7 from security threats and ensure its uninterrupted functioning.	
8	Homepage and other pages of websites other than downloads	

	should be loaded to the visitors within 1 Second. 1MB size file should be downloaded within 1 minute on 256Kbps link.	
9	<p>The site should be located in India with DRS having ISO27001 or above certificate with Security features confirming to Bank's Security Policy. Hosting company should have a security policy and should have implemented the best practices for the web server as per CERT-In/RBI guidelines/Govt. of India Guidelines. These guidelines among other cover the following aspects for Web server security:</p> <ul style="list-style-type: none"> • Network security • Hosting security • Web and application security • Database security • Logging and backup policies • Physical security • Disaster Recovery Site • Security Audit and Penetration Testing • Incident Handling and Recovery 	
10	Complete details on guidelines for Web server security can be obtained from CERT-in Website - http://www.cert-in.org.in/	
11	The bidder shall provide secured access at hosting infrastructure for updating the contents on the website	
12	The bidder should ensure that dedicated web server should have a capacity to support minimum 15000 concurrent users at a time.	
13	The bidder shall have a helpline opened for the Bank on 24X7 basis through phone and emails/web-based helpdesk.	
14	The bidder shall monitor the server and all security devices on 24X7 basis and protect them adequately by use of different security devices such as firewall, IPS, unified threat management system etc. The bidder should provide access logs of the Security devices placed for dedicated servers, to the Bank for monitoring purposes.	
15	The bidder shall ensure that he availability of redundant power supply, highly skilled manpower, proper air-conditioning, and firefighting mechanism in Data Centre.	
16	The web server hosting bidder should have proper backup policy & Disaster Recovery Centre to ensure minimum 99.90% uptime for the Websites in the peak hours i.e. between 08:00 AM to 08:00 PM on weekdays (Monday to Saturday). Bidder should ensure uptime of minimum 99.0% in non-peak hours.	
17	A proper backup policy should have been forced and ensure regular	

	<p>backup of files.</p> <ul style="list-style-type: none"> • Maintain a latest copy of Website content and source code on a secure host or on media. • The Disaster Recovery Site should be in state of readiness to take over the websites hosting in case of disaster. • Historical recoverable Backup along with required tools should be provided to Bank. • The bidder should have its infrastructure and Web servers audited by auditors empaneled by CERT-In. The bidder should also have their web servers tested by Attack & Penetration testing experts quarterly and should take immediate steps to plug the security weakness unearthed. 	
18	Bank, as and when required, may ask the service provider to provide documents/certificates/reports pertaining to security audit of hosting company's infrastructure and Web servers. Also bidder should allow the audit or identified by the Bank to audit the Data center as and when required by the Bank.	
19	The bidder shall take steps to prevent unauthorized access to data and contain malicious activities directed at the Bank's website /dedicated server hosting of Banks websites through the Internet or otherwise.	
20	Whenever any new threats/vulnerabilities become public, the bidder will take appropriate steps to protect the interests of the PNB so far as it relates to the services covered under this agreement and shall also bring this to the notice of PNB immediately and, wherever required, help/guide PNB in plugging these.	
21	Once the call is received by the bidder, it will put its maximum efforts and deploy its best resources to resolve all calls at the earliest possible timeframe.	
22	The bidder shall be responsible for any act of its employees that may result in security breach of PNB website.	
23	The bidder should provide all the necessary equipment's, system software and other software for successfully hosting of a secured websites and should be conform to Bank's Information System Security Policy (ISSP).	
24	As the Bank websites has to function under the regulations/recommendations of regulatory authorities such as– CERT-In, GOI, RBI, etc. the service provider will address all issues/security related threats/vulnerabilities notified to the Bank by these institutions and fix/ resolve them to the satisfaction of these	

	institutions/Bank.	
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Sr No	Functionalities (<u>MAINTENANCE & MODIFICATION</u>)	Compliance (yes/NO)
1	Service provider to provide analytics of the websites use its performance etc. with Google / appropriate analytic tools and provide monthly MIS on various performance parameters, along with suggestion to improve. Service Provider to manage and maintain the site during the contract period or frequency as decided by Bank including updation.	
2	Service provider to periodically review the status of websites response to search and ensure it appears high on search throughout the engagement period.	
3	Service provider has to take backups of the contents and source code of the site in regular intervals and provide to the Bank along with procedure and process to extract/ restore.	
4	Applications software should be up to date with the latest service pack and patches to protect against attacks.	
5	The Service Provider should impart knowledge and training for trouble shooting.	
6	The bidder should ensure that the Antivirus installed at the server must be updated regularly with latest antivirus definitions. The system should be scheduled for daily scan.	
7	The service provider will be the single-point-of-contract to provide all the services for the Websites to be hosted. However, service provider will provide the Bank the details of the Data Centre and should ensure that it complies with the Technical and security Specifications described under scope of service.	
8	Service support at Bank's location for CMS should be provided from 10AM to 6PM from Monday to Friday and from 10AM to 6PM on working Saturday.	
9	The Bank reserves the right to third party audit, as such the hosted website, web server & Networking Equipment may be audited by the bank officials or security auditors appointed by Bank. The bidder will provide the access to the server for audit and fix/ rectify all the	

	vulnerabilities related to hosting services, unearthed by the security auditors.	
10	The discrepancies find during audit should be complied with in 10 days.	
11	The bidder will have to trouble-shoot any problems with the websites hosting at a short notice.	
12	The bidder shall be responsible to share SLA adherence and traffic reports with PNB.	
13	The bidder shall provide the escalation matrix in respect of calls that need to be attended for installation/support and maintenance.	
14	The successful bidder is expected to ensure that functionalities currently being used by the Bank or being envisaged by PNB are made available.	
15	Websites should be scalable and futuristic with provision to adopt B2B. It has to be integrated with Bank's back end systems like CBS, CRM, Bank's email, CGRMS etc. either real time or as required by Bank. These requirements will be implemented at no cost and has to take care of all the basic requirements of a website while implementing them.	
16	Any changes/new integration in existing websites are to be provided as part of maintenance activity of website.	
17	<p>Bidder should provide Dash board, customized reports, SLA"s regarding health and maintenance of the site, industry standards including following information at no extra cost but not limited to:</p> <ul style="list-style-type: none"> • Availability of the Web Site – geographical region wise. • Response time of the website. • Availability of the server in peak hours & non-peak hours • Uptime of the All Servers related to Websites hosting of Bank • Maximum bandwidth utilization • Top pages of the websites • Unique Visitors • Concurrent users • Additional Performance Measurement Parameters 	

Sr No	Functionalities (<u>DEDICATED DNS SERVICES</u>)	Compliance (yes/NO)
1	The bidder has to provide Dedicated DNS Services for all the Bank's domains and their sub-domains.	
2	The bidder has to ensure successful migration of all the Bank's domains over the Dedicated DNS Server.	
3	The bidder has to provide a portal to ensure that Bank can change the A records, TXT entries, SPF Records etc. for the Bank's domains by itself.	
4	The bidder has to monitor and maintain 100% uptime for the Bank's domains and provide 24x7 support.	

PERFORMA FOR INDICATIVE COMMERCIAL OFFER**PROCEDURE FOR FINALIZING L1 VENDOR:****Table 1 : (Mandatory item)**

S.N	Items	Unit Cost Rs (a)	Multiplicati on Factor (b)	Total Cost c=a*b
1.	Cost of Hosting including maintenance & modifications per Annum		5	
2.	Cost of Migration and other allied activity (one time)		1	
3	Cost of dedicated DNS services per Annum		5	
4.	Yearly Onsite support person (L2) charges (Man year charges) after go live.		5	
5	Cost of new Website development (10 to 15 pages) with CMS (content management system)		5	

- L1 Cost & Bidder will be decided as per least total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
- Bidders must quote for all the above items mentioned above in Table A online in the commercial bid, required by the bank. If the rate of any of the items is not quoted, bid will be rejected summarily as non-responsive.
- The multiplication factor as mentioned in the Commercial Bid Format 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 also for any item, if required, at any time during the contract period, at the unit rate finalized after Reverse Auction.
- 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. TDS as applicable will be deducted from the payments.
- **Date:** _____
- **Place:** _____
- **Signature of Authorized Signatory**
- **Name of Signatory:**
- **Designation:**
- **Email ID:**
- **Mobile No:**
- **Telephone No.:**

PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date
 Punjab National Bank
 Information Technology Division
 5, Sansad Marg
 New Delhi 110001

Dear Sir,

In accordance with your bid reference no. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called 'bidder') wish to participate in the said bid for RFP for Hosting & Maintenance of the Corporate Websites for PNB.

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

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

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

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

"Not withstanding anything contained herein above

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

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2020 at _____

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

PERFORMA FOR INTEGRITY PACT

To,
 The Asstt. General Manager,
 IT Procurement Department, HO: ITD
 Punjab National Bank,

 New Delhi

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of2020.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at _____ (Hereinafter referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

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

Preamble

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

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

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

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

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

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

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

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

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

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

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

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

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

Article 3: Consequences of Breach

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

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

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

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of

the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

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

2) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

3) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

4) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed

Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

Article 7-Independent External Monitor (IEM)

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) Shri. Raj Kumar Singh (I.R.S. Retd.), email ID: mrrajksing@gmail.com, mrrajksing@yahoo.com (Mob no.9818696406, 8141488880) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.

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

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

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

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

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

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

Article 8- Other Provisions

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

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

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

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

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

Article 9- LEGAL AND PRIOR RIGHTS

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

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

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

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

Certificate regarding RFP for Hosting & Maintenance of the Corporate Websites for PNB.

(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 Hosting & Maintenance of the Corporate Websites for PNB
(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. No.	Particulars	Submitted (Yes/No)	Page No
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.	Proforma for Performance Statement –Annexure VI		
9.	Litigation Certificate (Annexure – VII)		
10.	Undertaking For Non- Blacklisted(Annexure – VIII)		
11.	Turnover Certificate by CA(Annexure-IX)		
12.	Undertaking for Labour Law (Annexure-Xa)		
13.	Undertaking for being the OEM of the offered Application(Annexure-Xb)		
14.	Technical Specifications (Annexure – XI)		
15.	Certificate of Incorporation		
16.	Integrity Pact (Annexure – XIV)		
17.	Certificate regarding RFP for Hosting & Maintenance of the Corporate Websites for PNB (Annexure- XV(a))		
18.	Certificate regarding RFP for Hosting & Maintenance of the Corporate Websites for PNB (Annexure- XV(b))		
19.	Audited Balance Sheets & Profit & Loss Statements		
20.	Power of Attorney and Copy of Board Resolution		