

PUNJAB NATIONAL BANK



(Open Tender)

Request for Proposal (RFP)

For

**Selection of Network Integrator for managing,
designing and monitoring of Enterprise Wide
Network (EWAN)**

Punjab National Bank
Information Technology Division
Head Office, 5 Sansad Marg,
New Delhi - 110 001
Tel: (011)-23710021
Extn: 159, 230

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TABLE OF CONTENTS

GENERAL TENDER DETAILS	5
1. INTRODUCTION:.....	9
2. PURPOSE OF THE PROJECT:	10
3. SCOPE OF WORK:	10
INSTRUCTION TO BIDDERS	30
1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY	30
2. COST OF BIDDING	30
3. BIDDING DOCUMENT	30
4. LANGUAGE OF BIDS	30
5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.	30
6. AMENDMENT OF BIDDING DOCUMENTS.....	30
7. VALIDITY OF BID DOCUMENT	30
8. LATE BID.....	31
9. BID CURRENCY	31
10. BID EARNEST MONEY	31
11. BIDDING PROCESS (TWO STAGES).....	31
a) TECHNICAL BID	31
b) COMMERCIAL BID	32
12. Pre-Bid Meeting & Pre-Bid Queries.....	32
13. SUBMISSION OF BID	32
14. DEADLINE FOR SUBMISSION OF BID.....	33
15. MODIFICATION AND/OR WITHDRAWAL OF BIDS	33
16. CONTACTING THE PURCHASER	33
17. TERMS AND CONDITIONS OF THE BIDDING FIRMS	33
18. LOCAL CONDITIONS	34
19. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS	34
20. OPENING OF BIDS	34
21. CLARIFICATIONS OF BID	34
22. PRELIMINARY EXAMINATION	34
23. REVELATION OF PRICES.....	35
24. EVALUATION AND AWARD CRITERIA	35
25. REVERSE AUCTION	36
26. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE	37
27. CANCELLATION OF BID/ BIDDING PROCESS	37
28. CONFIDENTIALITY	37

29.	FORCE MAJEURE	37
30.	NON DISCLOSURE.....	38
ANNEXURE I		39
TERMS AND CONDITIONS		39
1.	SIGNING OF CONTRACT	39
2.	DURATION OF CONTRACT	39
3.	PERFORMANCE BANK GUARANTEE.....	39
4.	ACCEPTANCE OF ORDER (ORDER PLACEMENT)	39
5.	NOT ACCEPTANCE/ NON EXECUTION OF ORDER	40
6.	LINK PROCUREMENT TIME.....	40
7.	EXECUTION OF ORDER	40
8.	LINK PROCUREMENT TIME.....	40
9.	ACCEPTANCE TEST	40
10.	PAYMENT	40
11.	TAXES	42
12.	UP TIME REQUIREMENT	42
13.	PENALTY:	43
14.	INCIDENTAL SERVICES.....	45
15.	TAXES	45
16.	CANCELLATION OF PURCHASE ORDER	45
17.	INFORMATION SECURITY	45
18.	SIGNING OF PRE CONTRACT INTEGRITY PACT	46
19.	DELAYS IN THE SUPPLIER'S PERFORMANCE	46
20.	INDEMNITY.....	46
21.	EXCHANGE RATE VARIATION.....	46
22.	TERMINATION OF CONTRACT	46
23.	NO RIGHT TO SET OFF	47
24.	PUBLICITY	47
25.	COMPLIANCE WITH LAWS	47
26.	GOVERNING LAWS AND DISPUTES	47
27.	USE OF CONTRACT DOCUMENTS AND INFORMATION	47
28.	PATENT RIGHTS.....	47
29.	ASSIGNMENT	48
30.	CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER)	48
31.	PRINCIPAL TO PRINCIPAL RELATIONSHIP	48

32. LIMITATION OF LIABILITY	48
ANNEXURE-II	50
UNDERTAKING FROM THE BIDDER.....	50
ANNEXURE-III.....	51
ELIGIBILITY CRITERIA OF THE BIDDER.....	51
ANNEXURE-IV	55
BIDDER'S INFORMATION	55
ANNEXURE V.....	56
COMPLIANCE STATEMENT	56
ANNEXURE – VI	57
PERFORMANCE CERTIFICATE	57
ANNEXURE – VII	58
LITIGATION CERTIFICATE	58
ANNEXURE - VIII	59
UNDERTAKING FOR NON- BLACKLISTED.....	59
ANNEXURE-IX	60
TURNOVER CERTIFICATE	60
ANNEXURE-X.....	61
Performa for Indicative Commercial Offer	61
ANNEXURE - XI	63
PERFORMA FOR INTEGRITY PACT	63
Integrity Pact	64
ANNEXURE- XII	69
Proforma for the Bank Guarantee.....	69
ANNEXURE- XIII(a)	71
Certificate regarding RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).....	71
ANNEXURE- XIII(b)	72
Certificate regarding RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).....	72
ANNEXURE- XIII	73
Checklist.....	73

GENERAL TENDER DETAILS

RFP FOR SELECTION OF NETWORK INTEGRATOR FOR MANAGING, DESIGNING AND MONITORING OF ENTERPRISE WIDE NETWORK (EWAN).
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1.	Date of commencement of Bidding Process.	03/11/2020
2.	Last date and time for sale of Bidding Documents	23/11/2020 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	07/11/2020 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	09/11/2020 at 1200 Hrs
5.	Last date and time for Hash submission	23/11/2020 upto 1600 Hrs
6.	Last date and time for online bid submission/Bid Re-Encryption	From 23/11/2020 1701 Hrs to 24/11/2020 1400 Hrs
7.	Time for submission of technical supporting document (Hard Copy)	From 23/11/2020 1701 Hrs to 24/11/2020 1400 Hrs
8.	Date and Time of Technical Bid Opening	24/11/2020 at 1600 Hrs
9.	Place of Submission of Bids	Asstt. General Manager Punjab National Bank, IT Procurement Department, I.T. Division, HO: 5 Sansad Marg, New Delhi 110 001
10.	Place of opening of Bid	Punjab National Bank, Information Technology Division, 2nd floor, HO, 5 Sansad Marg, New Delhi – 110 001
11.	Address for communication	As above Tel:- (011)23710483 23710021 Ext: 159, 230 Fax:- (011) 23321305
12.	Cost of RFP	Rs. 10,000/-+ 18 % GST* (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code: PUNB0399900 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. 0153002200175673 (16 digits) Imprest account – HO IT Division *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of RFP.
13.	Earnest Money Deposit	Rs. 2.00 Crores* should be submitted online or in the form of Bank Guarantee (BG) before last date of bid submission in favour of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 12 months from the date of submission of bid with claim period of another 12 months. IFSC Code: PUNB0015300

		<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. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of Earnest Money Deposit.</p>
14.	Contact to Bidders	<p>Interested Bidders are requested to send the email to sandeep_k@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

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

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

1. INTRODUCTION:

Punjab National Bank (PNB) (after amalgamation of PNB, eOBC & eUNI) is one of the leading nationalized Banks, has its head office at New Delhi and has more than 11,500 branches and more than 13000 ATMs (onsite and offsite) all over the country. It has 24 Zonal Offices and 161 Circle offices controlling these branches/ATMs besides specialized service branches, DC/DRS, training establishment and other offices. There are 9 RRBs (Regional Rural Banks) and having various offices at Hongkong, Dubai, Bhutan, UK etc.

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 11,500 plus SOLs (Service Outlets), 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 MPLS (wired) links, Leased Lines, VSATs, Radio Links(RF)/Wi-max, 3G/4G and other forms of connectivity, which may emerge in the near future.

Bank's Enterprise Wide Area Network (EWAN) consists of 2-Tier architecture with Mesh topology primarily from BSNL/MTNL. However, there is selected HUB locations (i.e. DC, Delhi, DRS Mumbai and other CTS grid etc.) where the application servers are hosted. All these identified HUB locations are working in 'Active' mode and the traffics are directly landing on the identified HUB locations itself. In case of issues at DC/DRS locations, the traffic is being routed through alternate locations for which high capacity links between DC & DRS has been integrated to take care of routed traffic.

In addition of this, the separate VRF has also been integrated to take care of traffic from on-site branches as well as off-site ATMs. These separate VRF has been extended to the edge servers to maintain sanity of network.

Mesh topology has been supplemented with Cisco 'GetVPN' technology. The key & Group servers have been deployed at DC & DRS with higher level of redundancy to take care of maximum uptime in the network.

Bank has also integrated multiple service providers to take care of redundancies of links at branches/offices and is running various routing protocol such as 'BGP(EBGP/IBGP)' eigrp, GRE, etc. to ensure maximum uptime in the network.

Bank's DC & DRS have been equipped with Core Switches (Nexus 7K and 9K), distributed switches (Nexus 5k, 6500, 4500 series etc.) and access switches (Nexus 2k, 3800, 2960 etc.). HP switches are also being used at branch level. VPC and VDC has been implemented to supplement the Core LAN of DC & DRS. Bank is also going to implement SDWAN in enterprise network.

Bank is having well established 24*7 NOC (Network Operation Centre) supplemented with Video Wall (6m x 3m) integrated with NMS (Network Monitoring System) from M/s CA technologies for real time monitoring of links.

Bank is also having Zero Data loss(ZDL) site with high bandwidth integrated with 'Fiber Channel'

technology which ensure low latency in network and enables to maintain the concept of 'Zero data loss' to the Bank.

Punjab national Bank also have a setup for Mail 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, Customs, RBI, CIBIL, NSDL and other institutions wherever required. Applications from multiple bidders for different internal requirements of Bank are also in use. All the applications are having DRS setup.

The Operating Systems used in Different applications include different flavors of Unix like (Solaris, AIX, SCO, Linux etc.), flavors of Windows, Tandem etc. The Data bases include Oracle, MS SQL, Access etc.

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

2. PURPOSE OF THE PROJECT:

This document is a Request for Proposal (RFP) for selection of Network Integrator for monitoring, management, and designing of EWAN (Enterprise Wide Area Network) of the Bank for a period of three (3) years i.e. 2021-23 as per the scope of work given in this RFP.

In this RFP, branch location and Offsite ATM location has following meanings:

- a) Branch locations: Means any device connected on the network of the branch's local area network (LAN).
- b) Offsite ATM location: Means any device connected on the Local area network of the Bank offsite location. (any device includes CDM, PUM, ATM, cash recyclers etc.)

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

3. SCOPE OF WORK:

A brief overview of the requirement is outlined below and it is mandatory for the bidder to submit its compliance on the followings:

1. The network to be managed, maintained and monitored by the Successful Bidder is consisting of entire Wide Area Network. This includes the links procured from various bandwidth service providers connected in the above network. Besides this, Successful Bidder has to manage the Local Area Network at Branches, offices, ATMs, DC, DRS & other offices and has to integrate WAN network with the Local Area Network at each of the offices.
2. Bank is also managing various services i.e. CBS, ATM, ADC etc. for its sponsored

Regional Rural Banks, overseas locations & subsidiaries. The successful bidder has to coordinate with various service providers of MPLS-IP, RF, VSAT, leased line, 3G/4G or any emerging media connectivity of any service provider which the Bank decides.

3. The successful bidder will be required to co-ordinate with Bank's approved service providers for procuring links for the Bank, its sponsored/associated organizations/Banks for its domestic and overseas locations like MPLS, Radio, VSAT, leased link, 3G/4G etc. and monitor and maintain them. The links are to be monitored and maintained (including troubleshooting and lodging of complaints) by the successful bidder for any application to be used by the Bank. These shall include internet Banking services, ATM services or any application/services desired by the Bank or its sponsored RRBs/ associated organizations/Banks. The successful bidder shall also coordinate/ liaison/ take up with various bandwidth service providers/ organizations/ Banks for integration/ troubleshooting of Bank's network (LAN & WAN) till the integration is complete/link is restored in all aspects. This will involve holding discussions/meetings with service providers/vendors/third party integrators, etc., understanding their network and preparing the network design and other network requirements (including integration) for setting up/restoring the disrupted link. This includes coordinating and escalation of issues relating to link disruption and faulty equipment of any service provider or equipment supplier. The period, rates for services and scope of work, terms and conditions would be the same for Bank's sponsored/associated organizations/Banks.
4. The successful bidder will work closely with Security Integrator for finalizing the network design or any other work related to Bank's LAN & WAN.
5. Bank has an independent offsite ATM network for which connectivity has been provided by various service providers. The successful bidder will have to monitor links and devices through Bank's existing monitoring tool or any other tool as desired by the Bank.
6. Successful bidder (vendor) will be responsible for IOS upgrade & patching of network devices across EWAN.
7. The transition period for handing over the network related activities and documents to successful bidder would be three months from the expiry of contract or selection of new network integrator, whichever is later.
 - 7.1 It is the responsibility of the successful bidder to take the transition from current Network Integrator within 3 months from award of Letter /Purchase order.
 - 7.2 The successful bidder has to present the detailed process for completing the transition to the PNB. At every stage, a signoff needs to be taken from the Bank's respective administrative offices (for branches->CO/ZO & for DC/DRS- HO:ITD) . For the RRB locations, the RRB's Head Offices will be giving the signoffs.
 - 7.3 The successful bidder will deploy & inform contact details of SPOC identified for each CO and at ZO within 2 weeks of receipt of order
 - 7.4 Post discussion with Bank's team, the successful bidder will have to share the profile of its support staff and technical personnel at each CO, ZO, DC and DRS, ITD HO within 2 weeks from date of receipt of order
 - 7.5 The successful bidder has to submit a daily status report to the CO, ZO and ITD HO regarding health status and uptime reports related to network devices, links and Network Infrastructure.
 - 7.6 Once the successful bidder has informed the Bank about the completion of the commissioning of a branch, from that point onwards the whole responsibility of that branch (maintaining SLA's, uptimes) is with the successful bidder.

7.7 **HANDING OVER** - In the event of failure of the existing network integrator to render some or all of the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another network integrator. In such case, the Bank shall give prior notice to the bidder as per "TERMINATION OF CONTRACT" clause mentioned in RFP. The existing network integrator shall continue to provide services as per the terms of contract until a "New network integrator" completely takes over the work. During the transition phase, the existing network integrator shall render all reasonable assistance to the successful bidder within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If the selected bidder breaches this obligation, Bank may invoke the Performance Bank Guarantee. Handover activity will be done in phase manner as under:

Phase I: DC/ DRS

Phase II: Admin offices

Phase III: Branches

Phase IV: ATMs

7.8 **Take over at ZO/CO/Branches/Offices/Off-site ATM/E-lobby having wired/wireless links** - The successful bidder have to deploy the officials as per RFP at each CO & ZO within 2 week of date of award and allocate single point of contact (SPOC) . This SPOC will coordinate with the respective ZO & CO team and would share the plan for takeover of branches/offices and respective allocated field engineers. CO & ZO may decide the aggregation point for number of branches as per locality and engineers are to be allocated accordingly. After taking over the branches, the successful bidder will have to carry out the following activities in takeover branches/offices as well as for new sites and would submit the relevant checklist within a period of 3 month (if checklists not submitted then no payment would be released by the controlling offices).

The checklist would include the following:

7.8.1 The successful bidder has to visit each location and provide the report of existing Infrastructure.

7.8.1 The requirements for racks, power (including UPS), earthing and space for all items directly related to network.

7.8.2 Power availability (UPS) at the site and the power requirement for the network equipment proposed for the site needs to be commented as a part of the site survey report.

7.8.3 To study network planning and design to cover node/ link failure (evaluating alternate paths e.g. MPLS lease line, VSAT, wireless connectivity or any other suitable services) and give recommendations and implement thereof in consultation with and after obtaining necessary approval from Bank.

7.8.4 Once the site survey is done and complete understanding of network has been done by the successful bidder, the detailed site readiness report will have to be submitted by the successful bidder to the Bank.

Note: The checklist and site readiness report format will be shared with successful bidder separately.

7.9 Takeover at DC/DRS/HOs and Other Hub locations – The successful bidder would deploy its program manager and other resources within a period of 2 weeks of date of award and would be single point of contact for PAN India to share the project status on daily basis and as & when required by Bank and they have to submit the following documents at Network Deptt and without this, the project wouldn't be understood to be taken over or signed off by Bank(The billing will start after sign-off of project) :

- 7.9.1 The successful bidder shall conduct study of Bank's existing network (including IP scheme, router configuration, IPSec encryption, routing protocols etc.) and design the architecture of existing network.
- 7.9.2 Network Design document and configuration document of all Bank applications has to be submitted separately.
- 7.9.3 For smooth operation, management of existing network, integration with other network and further expansion of network, the successful bidder has to submit the network hardware/ related software etc. requirements along with proper justification.
- 7.9.4 The successful bidder has to submit detailed report to PNB containing but not limited to network equipment's requirement (like managed switches, etc.), bandwidth requirement, LAN design alteration etc.
- 7.9.5 Disaster Recovery plan (for network including links, equipment) should be prepared with step-by-step procedure of the network recovery, time taken for each operation and dependencies.
- 7.9.6 The successful bidder should ensure designing and implementation of the existing and upcoming DC, DR, Offices / Branches in such a way that both the links (Primary link and backup/alternate link) are made operational in active-active mode i.e. the traffic is distributed application-wise on both the links for load sharing/ balancing. In case of failure of any of the links (either primary or backup / alternate link), all the traffic should automatically and seamlessly switch to other available link to ensure no isolation / disruption in connectivity.
- 7.9.7 The successful bidder team has also to check and submit the report for segregation of intranet & internet traffic in the branches/offices/Head offices.

8. Planning & Support:-

A. Network Study, Assessment, Expansion and necessary Modification

- i. A. The Bank has already provided all its branches/ATMs/offices/training centers etc and its sponsored/associated organizations/Banks or any other location desired by the Bank, with dual connectivity to various servers located at different locations in the country and outside the country.

B. DC/DRS LAN has been integrated with various networking equipment's (routers, switches etc.) & security devices (Checkpoint, Cisco Firewalls, IPS, SSL boxes etc.) including multiple VLANs. There are also L4 devices such as Link Load Balancer (LLBs) & Server Load Balancer (SLBs) integrated in DC/ DRS LAN.
- ii. Successful Bidder shall conduct study of Bank's existing network (including IP scheme, router configuration, GetVPN/IPSec encryption, routing protocols etc.) as per Scope of Work mentioned in this RFP (Design and Architecture of existing network including DC, DRS, other offices LAN infrastructure) for smooth

operation, management of existing network, integration with other network and further expansion of network, successful bidder has to submit the requirements along with proper justification. The report should contain the recommendation as per best standard industry practice while considering scalability as well as provisioning of future requirements including bandwidth/device requirement of various applications. This work /report should be completed within two months from date of order placed to the vendor and should be reviewed and incorporate changes once in a year. The same will also to be done for its sponsored/associated organizations/Banks or any other location desired by the Bank.

- iii. To study network planning and design to cover node/ link failure (evaluating alternate paths e.g. MPLS lease line, VSAT, wireless connectivity or any other suitable services) and give recommendations and implement thereof in consultation with and after obtaining necessary approval from Bank. The study should also incorporate to have readiness of sudden DR drill while less involvement of 3rd party TSP or other vendors.

B. Maintenance of Network

a) Managing & Supporting Network at Field level

- i. The Successful Bidder shall provide technical expertise at the site to resolve any type of network problem e.g. Service Provider's exchange/ POP problem, local lead problem, power problem etc. for smooth operation of the Bank applications.
- ii. Support should be available during business hours (8AM to 8 PM or till the day-end of last branches in their respective controlling offices) for the branches, offices not having onsite ATM and 24*7 for branches, offices having onsite ATM/BNA/CDM/PUM etc. & offsite ATMs/E-lobbies/BNAs/CDMs/PUMs etc. Including Bank holidays for Bank, sponsored Banks, RRBs & other Offices. At DC and DRS, support will be provided on (24 * 7) on all days including holidays.
- iii. In the event of any problem at any location the support shall be made available immediately irrespective of the locations working on Wired/Wireless connectivity including the links from any service providers, notwithstanding the time schedule mentioned above i.e. point (ii).
- iv. To resolve the problem successful bidder shall liaison with all concerned service providers and extend technical and other support.
- v. The Successful Bidder shall be responsible for escalating the unresolved problems by field engineers to his higher authorities and get it rectified within stipulated time period and ensure uptime as defined in this RFP and raise CRF in ticketing tools of Bank and ISPs and other related vendors. (Successful bidder is to provide the call escalation matrix to every location).
- vi. The Successful Bidder shall arrange manpower as specified at SOW clause 7 (C): Manpower requirement, of the document at various locations for day-to-day smooth functioning of network.
- vii. Successful Bidder shall be responsible for maintaining the Branch LAN

infrastructure including cables & LAN ports. The field engineers should attend to the calls within maximum of 1 hrs of reporting the call within the city limit area and in maximum 4 hours in other areas.

- viii. If a branch is getting decommissioned, the selected bidder will be responsible for coordinating with the service provider for link termination, handing over the requisite equipment's to Bank officials with detailed report.
- ix. Make visit(s) to the site to ensure compliance of deficiencies, if any, informed through the site survey report.

b) Managing & Supporting Network at CO/ZO Help Desk

- i. At the CO and ZO for support coverage a minimum of 2 technical experts (one L1 Engineer and one Helpdesk), must be provided, and one of which should be available across business hours and one of these engineers may be used as field engineer to manage the network and resolve the problems for day to day smooth operation as per requirement.
- ii. **There are presently 24 Zonal Offices and 161 Circle Offices**, Wherever ZO & CO are in same premise (office building), then in such premise, a minimum of 3 manpower must be provided.
- iii. Support should be available during business hours (8AM to 8 PM or till the day-end of last branches in their respective controlling offices) for the branches, offices not having onsite ATM and 24*7 for branches, offices having onsite ATM/BNA/CDM/PUM etc. & offsite ATMs/E-lobbies/BNAs/CDMs/PUMs etc. Including Bank holidays for Bank, sponsored Banks, RRBs & other Offices.
- iv. The support at DC & DRS help desk should be available for on 24X7 basis.
- v. The help desks should be manned by dedicated manpower as per the details given at clause 7(C) in the document.
- vi. The successful bidder shall have to ensure the readiness of the backup link at all branches, RCCs, CDPCs, Training Centers, HO Divisions, Back Offices of domestic/overseas branches, Circle Offices and Zonal Offices on 24*7*365 days basis.
- vii. The successful bidder shall also have to ensure that in case of primary links goes down the traffic is to be routed automatically on back up link. Bank may desire to run primary & it's backup link on Active- Active mode irrespective of service providers and media. The successful bidder may also be required to run some of applications through specific links where dual media is available and raise CRF, lodge tickets as per escalation matrix.

For field engineers:

- For 1-25 locations (Branch and off-site ATM locations on wired/wireless link from any service provider): One field Engineer to be stationed at the location as specified by Circle Office as per their requirement.

- For 26-50 locations (Branch and off-site ATM locations on wired/wireless link from any service provider): Two field Engineer to be stationed at the location as specified by Circle Office as per their requirement. And So on.....
- viii. The successful bidder's engineer should visit all branches once a quarter to conduct network audit & electrical audit and training should be imparted on handling of network equipments and LAN etc during such audits.
- ix. The Successful bidder shall be responsible to attend the call within maximum of 3hrs (excluding of travel time) as whenever reported through any of the following:
 - 1) The network trouble tickets generated in the EMS tool
 - 2) SMS, Telephonic information
 - 3) E-mail information etc.

c) Managing & Supporting Network at DC/DRS and HO Locations

A. Manpower Requirement

S.No	Location	No. of Minimum Resource		
		Resource Type	Business Hour (8 am to 8 pm)*	Non Business Hour (8 pm to 8 am)
1	DC	Project Head	1	-
		Program Manager	2	-
		L1	12	8
		L2	6	4
		L3	2	-
		Technical Help Desk#	8	3
		LAN Cabling staff	2	-
2	DR	L1	8	3
		L2	4	2
		Technical Help Desk#	3	-
		LAN Cabling Staff	2	-
3	HO Buildings (Currently 4)	L1	2	-
		LAN Cabling Staff	1	-

*Business hour for other HO Buildings will be 8 am to 8 pm or till last operation.

Any resources can be called at any time as per the need of the Bank/Business.

Technical Help Desk personnel will handle followings:

- i. Calls from field
- ii. Ticketing management in EMS
- iii. ATM monitoring
- iv. NMS tool (Report Generation, Monitoring of Devices/Links)
- v. Preparation of MIS and other reports as desired by Bank
- vi. Other activities not in scope of L1, L2 and L3.

B . Qualifications and Experience

Details of skill set required for the Engagement but not limited to followings:

Position	Skill Set
Technical Helpdesk at DC/DRS	<ol style="list-style-type: none"> 1. Degree holder in any engineering stream 2. Minimum 1 year experience of technical help desk (ticket lodging, generation of reports from NMS, call handling, ticket tracking etc.) 3. Proficiency in MS-office 4. Good communication skills 5. Good Team Management and co-ordination skills 6. Forwarding calls/problems to L1/L2/L3 engineers for resolution
Field Engineer	<ol style="list-style-type: none"> 1. Diploma/ BE/B.Tech in Computer Science/ Electronics Engineering/Information Technology / MCA/M.Sc(IT) or equivalent. 2. Certification in CCNA. 3. Minimum 1 year experience in network handling. 4. Proficiency in working in MPLS and other wireless media 5. Person should have adequate knowledge of networking devices. 6. Ability for configuration in Branch end devices (such as 1900/2900/4000routers & L2 switches etc.) 7. Sound knowledge of routing protocol 8. Good communication skills 9. Sound analytical and troubleshooting skills 10. Good Team Management and co-ordination skills
Level L1 (for Head office divisions other than DC and DRS, CO & ZO)	<ol style="list-style-type: none"> 1. BE/B.Tech in Computer Science/ Electronics Engineering/Information Technology / MCA/M.Sc(IT) or equivalent. 2. Certification in CCNA. 3. Minimum 1 year experience in network handling. 4. Proficiency in working in MPLS and other wireless media 5. Person should have adequate knowledge of networking devices. 6. Ability for configuration in Branch end devices (such as 1900/2900/4000routers & L2 switches etc.) 7. Sound knowledge of routing protocol for EWAN 8. Ability to perform the activities for various links such as ticket lodging, generation of reports from NMS, call handling, ticket tracking etc. 9. Ability to troubleshooting of LAN & WAN issues 10. Good communication skills 11. Sound analytical and troubleshooting skills 12. Good Team Management and co-ordination skills
Level L1 (for DC and DRS)	<ol style="list-style-type: none"> 1. BE/B.Tech in Computer Science/ Electronics Engineering/Information Technology / MCA/M.Sc(IT) or equivalent. 2. Certification in CCNA/CCNP. 3. Minimum 2 years of experience in handling large corporate network or Banking network. 4. Person should have adequate knowledge of routing and switching protocol and networking devices. 5. Ability to analyse/ configure/ troubleshoot in Branch end devices as well as high end Core Devices (Routers & Switches) 6. Experience in handling of DC/DRS Network as well as EWAN 7. Skills for troubleshooting in LAN & WAN issues. 8. Proficiency in working in MPLS and other wireless media 9. Proficiency in troubleshooting of GetVPN and IPSec technologies 10. Sound analytical and troubleshooting skills 11. Good Team Management and co-ordination skills

Level L2 (for DC and DRS)	<ol style="list-style-type: none"> 1. BE/B.Techin Computer Science/ Electronics Engineering/Information Technology / MCA/M.Sc(IT) or equivalent. 2. Certification in minimum CCNP, knowledge of SDWAN. 3. Minimum 4 years of experience in handling large corporate network or Banking network. 4. Person should have adequate knowledge of routing and switching protocol and networking devices. 5. Ability to analyse, configure, troubleshoot in Branch end devices as well as high end Core Devices (Routers and switches of CISCO and HP) and L4 Devices such as Link Load Balance, Server Load balancer, SDWAN devices. 6. Experience in handling of DC/DRS Network as well as EWAN 7. Skills for troubleshooting in DC/DRS LAN & WAN issues. 8. Proficiency in working in MPLS and other wireless media, SDWAN. 9. Proficiency in troubleshooting of GetVPN and IPSec technologies. Sound analytical and troubleshooting skills 10. Good Team Management and co-ordination skills
Level L3	<ol style="list-style-type: none"> 1. BE/B.Tech in Computer Science/ Electronics Engineering/Information Technology / MCA/M.Sc(IT) or equivalent. 2. Minimum 6 years of experience in handling Bank's WAN or a similar network with minimum CCNP/CCIE certification 3. Person should have sound knowledge of routing and switching protocol and networking devices. 4. Ability to analyze/ configure/ troubleshoot in Branch end devices as well as high end Core Devices (Routers, Switches e.g. Core Switches, Nexus 7k/9k series core router) L4 Devices such as Link Load Balance, Server Load balancer, firewall, SDWAN etc. 5. Experience in handling of DC/DRS Network as well as EWAN 6. Skills for troubleshooting in DC/DRS LAN & WAN issues. 7. Proficiency in working in MPLS& it's associated VRF and other wireless media. 8. Proficiency in troubleshooting/implementation of GetVPN and IPSec technologies. 9. Network designing & it's implementation/integration for new solution/requirement 10. Proficiency in designing for automatic routing of traffic in case of fail-over either of link or DC/DRS isolation 11. Proficiency in troubleshooting/implementation of Site-to-Site, Edge to Site, Edge to Edge VPN. 12. Proficiency in compliance of Network Audit requirement. 13. Proficiency in providing Root Cause Analysis(RCA) and compliance for it's resolution. 14. Proficiency in providing solution document, planning and implementation. 15. Ability to work in-coordination with Bank's network team. 16. Proficiency in conducting DR drill for various application of Bank. 17. Sound analytical and troubleshooting skills, Quick Decision making. 18. Good Team Management and co-ordination skills
Project Head and Program Manager	<ol style="list-style-type: none"> 1. MBA/(Graduation +PMP certification) from the recognized university/college 2. Minimum 8 years of experience out of which minimum 3 years of relevant experience in management for Project Head. 3. Minimum 6 years of experience out of which minimum 2 years of relevant experience in management for Program Manager.

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| | <ol style="list-style-type: none"> 4. Experience of minimum 3 years as a program manager at Data Center of at least one PSU Bank/financial institution 5. Ability to have Single Point of Contact (SPOC) for NI and PNB for any kind of issues as well as for any upcoming project/requirement. 6. To coordinate with various service providers 7. Good Team Management and co-ordination skills. |
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Note:

1. Bank will take interview of the person deployed by the successful bidder for DC and DR for L2 and L3 level engineers. Further, Bank reserves the right to accept/reject any engineers/resource deployed by the successful bidder.
2. Bank reserves the right to call CCIE/Senior level engineer whenever required.
3. The Circle Offices and Zonal Offices engineers are required to resolve problems in the circle network and to co-ordinate with their field engineers to resolve the link problems of the links in the Circle office/ Zonal office. The engineers shall function as help desk functionary and shall be the single point contact for all the issues pertaining to network. The engineers to resolve the problems pertaining to network equipment deployed across the network falling under Circle/ Zone. The engineers to coordinate with DC/ DRS help desk and get the configuration etc. issues pertain to new / existing network equipment's resolved.
4. The L1 engineer(s) stationed at Head office divisions, Circle Offices/ Zonal Offices should be on roll of the company and as per the qualification and experience mentioned above. However, the field engineers may be subcontracted. Proper background verification to be done & proof same to be submitted to Bank by successful bidder.
5. The successful bidder should give the name and other contact details like, telephone number (home, office, mobile, office & home address etc.) The engineer shall be responsible for smooth functioning of the network of branches and ATMs and the offices terminated at the specified Circle Office/ Zonal Office.
6. Besides above, additional manpower should be available to support Large, Special branches/ZAO/Training Centers/RCCs/IRAM/MCC/CDPCs and other offices in concerned CO/ZO.
7. In case of any problem at site, if required, successful bidder should deploy additional manpower to ensure the desired uptime of site.
8. Bank reserves the right to opt for remotely managed, maintained and integratable network where lesser no of manpower is required due to adoption of automation or can continue with existing manpower based management, maintenance and integration of the network. If required, bidder will have to remotely monitor and manage the NOC from bidder's premises with minimum number of onsite engineers. Also, bidder will have to deploy minimum no. of engineers as specified by Bank from time to time. In case Bank opts at future date for remote monitoring & management, the applicable terms & conditions will be decided separately.

9. Operations

A. Bandwidth Assessment

Bank plans to provide all its branches/ATMs/offices/training centers etc and its sponsored/associated organizations/Banks or any other location (Domestic or Overseas), with dual connectivity. Successful Bidder shall have to assess & to arrange for commissioning of links for these sites as and when required by the Bank

Bandwidth sizing considerations/optimization

The total number of users at branch/ office will be provided along with list of applications and the successful bidder should study & estimate the bandwidth requirement at all branches/offices, DC, DRS and other offices also. The threshold limit of any link/equipment shall be 60%

The successful bidder should suggest for necessary upgradation, conversion of Conventional link to Managed link, conversion of link from copper to fiber, alternate path/media for better operation of network based on the existing network application in the same sequence.

The successful bidder has to suggest and configure Bandwidth optimization devices (presently having Cisco WAAS) in the branches/offices as per requirement.

In case of MPLS is not available, successful bidder should suggest alternate media. However, after commissioning of alternate media efforts for procurement of MPLS link should continue.

B. Procurement of New Link, Upgradation of bandwidth in existing link, Conversion of link from copper to fiber and Conversion of Conventional Leased line to Managed Leased Line (in case of BSNL/MTNL link)

New links for branches, RCCs, CDPCs, Training Centers, HO Divisions, Back Offices of domestic/overseas branches, Circle Offices and Zonal Offices, DC, DRS and its sponsored/associated organizations/Banks or any other location desired by the Bank, shall be procured as per requirement of the Bank. It is Bank's choice to select a single bandwidth provider or multiple bandwidth providers for providing links. Successful Bidder has to procure link from such selected bandwidth provider(s). Bandwidth of existing links may be upgraded as per requirement of the Bank. Existing conventional MPLS (wired) links may also be converted to MLLN MPLS lines. Existing copper links should also be converted to fiber links. Successful Bidder shall undertake the above activities.

Successful Bidder shall be responsible for following activities while assessing /upgradation /conversion of all type of links/media for network.

1. Provide Link feasibility, available service provider name(s), and initiate feasibility with service providers.
2. Check physical proximity between branches and local exchanges for shortest route.

3. Selection of appropriate media based on requirement and availability.
4. Define Network routing architecture between two end points.
5. Ensure cost effectiveness of link.
6. Apply and Obtain necessary network/link approvals
7. Based on requirement, application for procurement of link will be submitted by the successful bidder to the bandwidth provider.
8. Getting Demand note from bandwidth provider and its submission to Bank and collect payment from Bank and deposit the payment to bandwidth Provider.
9. Obtaining Advice note & work order.
10. Liaisoning for availability of proper infrastructure at Bandwidth provider's POP/ exchange
11. Liaisoning for early commissioning / shifting / surrendering/ upgradation/ conversion of links.
12. Liaisoning for Cable laying and port/channel allocation, internal cabling inside the Bank's premises up to the network equipment.
13. Bandwidth Assessment for up gradation of link
14. Any other work related to commissioning of new link, upgrading and conversion of existing link, shifting and surrendering of any link

C. Uptime maintenance

1. The overall site (branches/offices/off-site ATMs/e-lobby) availability uptime for Bank, its sponsored/associated organizations/Banks or any other location desired by the Bank shall be 99.50% on all days irrespective of holidays throughout the year.
2. To prevent site (DC/ DRS/ branch/ RCCs, CDPCs, Training Centers, HO Divisions, Back Offices of domestic/overseas branches, Circle Offices and Zonal Offices /branches of its sponsored/associated organizations/Banks or any other location desired by the Bank) down due to failure of dual link or equipment, successful bidder shall have to maintain the site uptime as specified in the uptime clause of General Terms & Conditions.
3. No down time (site) shall be permitted in case of DC & DRS. DR Site will act as DC at the time of DC disaster as per DRP (Disaster Recovery Plan).
4. In case of off-site ATMs/e-lobby, NI has to ensure that the site is not down due to connectivity issues and the confirmation in this regard is to be submitted to the respective controlling offices immediately.
5. Besides above, in case of any link failure, the link of the service provider to be got restored by the successful bidder within the time period specified in the link restoration clause of General Terms & Conditions.
6. NI would be having it's own escalation matrix maintained for the field level as well as NOC team.
7. The successful bidder shall be responsible to attend the issue as reported through any of the following:
 - a) The network trouble tickets generated in the help desk tool
 - b) SMS, Telephonic information
 - c) E-mail information etc.
 - d) Irrespective of the channel through which the issues are reported, the successful bidder is expected to capture the date and time of notification

- e) In case the helpdesk is unable to perform above mentioned tasks than it will attract the penalties

D. Disaster Recovery Planning

- i. The network switchover should be automatic from the primary to the secondary and vice versa for every affected link/ location.

DRS site is also working as Active location for some of applications, hence the traffic from branches/offices are directly landing at theirs. In case of failure of connectivity at DRS site, the traffic should be automatically routable from DC site to DRS site.

- ii. In case of failure of primary link of any location, traffic through the backup link should be routed to DC or through the DRS site in such a way that all traffic will reach DC ultimately. The backup link will be active in case of failure of the primary link for DC & DRS.
- iii. On disaster at DC, all the branches should be automatically connected to DRS.
- iv. On restoration of disrupted link, traffic should be dropped from other link automatically at the affected site
- v. On restoration of DC, traffic should be stopped from DRS link automatically.
- vi. Wherever, primary link is MPLS, RF/VSAT/CDMA/(any emerging media), it is to be ensured by selected bidder that the second link is always in operational mode.
- vii. The successful Bidder has to ensure speedy recovery of MPLS and bring back the availability of network.
- viii. For 'GetVPN', in case of failure of key servers at DC, the encryption key should be learnt from the key servers installed at DRS locations and accordingly the accessibility of traffic should be ensured.
- ix. There is multiple of third party integration for which the connectivity from our DC & DRS has been ensured. In case of failure of links/Device at our primary site (i.e. DC), the traffic should be routed through DRS to DC in co-ordination with third party.
- x. In the scenario where DC & DRS location of 3rd party has been connected to Bank's DC & DRS and there may be some issue at DC location of 3rd party and there may be requirement to route Bank's DC traffic through our DRS to 3rd party DRS location. In case of any issue with third party DC site, the successful bidder has to ensure to route the traffic from third party DR to Bank DC/DRS location.
- xi. Successful bidder should ensure testing of secondary/alternate link and a daily report regarding failure of secondary link with reason thereof should be submitted at all controlling offices. The successful bidder has to shift traffic from primary link to secondary link except once in a week. The schedule of testing will be shared with successful bidder by the Bank.
- xii. Bank is in process of implementing SDWAN, successful bidders has to ensure

the automatic shifting of SDWAN at DRS as per the design of SDWAN solution.

The successful bidder has to ensure that there should not be much involvement of 3rd party TSPs or other vendors in case of DR drill by Bank.

E. Integration of new applications/network on existing Network

1. Based on the requirement successful bidder has to integrate any new network to the Banks existing network smoothly, which may be obtained from existing bandwidth provider or any new bandwidth provider as per the decision of the Bank. Successful Bidders may advise Bank in the selection of media.
2. Bank may implement new applications over the network such as IP Telephony, VoIP, video conferencing etc. The successful bidder shall implement such application/network for which it has to prepare plan, bandwidth sizing & identify network equipment specification for the integration.
3. Successful Bidder shall install & configure network equipment for integration of new application, additional network etc., shall support for smooth operation of its entire network, its sponsored/associated organizations/Banks or any other location desired by the Bank, conduct user training at the location specified by the Bank and provide consultation, management and monitoring for other network related problems of any applications.
4. Review of DC/DRS every quarter and submit recommendations for improvement to ITD,HO team.
5. Design and configuration documents are to be submitted by the successful bidder for approval from Bank's side.
6. To prepare Disaster Recovery plan (for network including links, equipments) including step-by-step procedure of the network recovery, time taken for each operation and dependencies.
7. To prepare/integrate IPv6 migration plan/strategies of the existing network (internet/intranet) including step-by-step procedure, time taken for each operation and dependencies.
8. To prepare DC/DRS co-location (if required) network plan/strategies including step by step procedure, time taken for each operation and dependencies.

F. Installation, Configuration and Maintenance of Network equipment

1) Site Preparation

Successful bidder has to do site survey for all proposed sites to be migrated into the network covering following aspects and submit the report to the concerned Circle office.

1. Power availability (UPS) at the site and the power requirement for the network equipment's proposed for the site.
2. Power cabling diagram along with technical details of the power point requirements.
3. Ensure standard earthing should be maintained at all sites, in case of deficiencies the details to be provided and resolve the issue, if any, in coordination with the electrical contractor of the site.
4. Rack mounting facilities for all sites.

5. Make a repeat visit to the site, within a week's time, to ensure compliance of deficiencies, if any, informed through the site survey report.

Besides above, successful bidder shall be responsible for following activities:

- I. Checking of site parameters e.g. earthing, power (UPS) etc., at least once in a half year or as and when required,
- II. All equipment should be rack mountable

2) Installation, configuration , Manage and maintenance of Equipment

- I. Generate & provide suitable IP address to new branches as per Bank's existing IP addressing scheme
- II. Detailed configuration of equipment to be deployed in the network.
- III. Configure necessary security feature.
- IV. Energisation of the leased line
- V. Integration of Branch LAN with Bank's EWN
- VI. Successful Bidder should conduct acceptance tests to ascertain the quality and completeness of the installation.(acceptance test details to be finalized at the time of signing the contract)
- VII. The Successful Bidder should study & estimate the equipment capacity of the existing network equipment at the branches, DC, DRS & other offices and its sponsored/associated organizations/Banks or any other location desired by the Bank.
- VIII. The Successful Bidder shall suggest for necessary upgradation of equipment for better performance with proper justification of change. Final decision to be taken by Bank.
- IX. The successful bidder has to provide technical expertise at site to resolve/coordinate to resolve any type of issues with network operation.
- X. To resolve the problem, the successful bidder shall have to liaison with the integrated Equipment Suppliers as well as respective TSPs.
- XI. The successful bidder will have to monitor and manage the existing/future Near DR site links and to provide the SLA reports on utilization, downtime, incidents etc.
- XII. The successful bidder shall be responsible for escalating the unresolved problems to its higher authorities and get it rectified within stipulated time period and ensure uptime as defined in this bid document. (the successful bidder is to provide the call escalation matrix to every location)
- XIII. The successful bidder is responsible to ensure that the NOC solutions and operations (including DR NOC) comply with the Bank's information security policies and industry leading standards (such as mentioned elsewhere in this RFP) and applicable laws and regulations.
- XIV. In addition, the bidder is responsible for impact assessment and modification of NOC operations at no extra cost, on account of any changes to applicable information security policies/ procedures / standards/ regulations
- XV. For smooth operation, management of existing network, integration with other network and further expansion of network, successful bidder has to submit the network hardware/ related software etc. requirements along with proper justification.
- XVI. To implement GetVPN, IPSec 3DES encryption on existing routers as well as new routers. The implementation includes, installation of the hardware, configuration of the router, creation of IP tunneling, testing, monitoring etc.
- XVII. Successful bidder's team has to ensure that there is secured traffic flow from all the branches to our DC/DRS or other HUB location. The same is to be ensured to be properly configured and implemented in the network.
- XVIII. The successful bidder has to monitor the alerts generated for prevention of Denial of Services (DOS)/ Distributed Denial of services (DDOS) and to take preventive

measures/precaution in-coordination with Bank's Security Integration as well as TSP (Bank has availed DDOS services from TSPs and in-house arrangement is also going on)

- XIX. Bank is also getting the alerts from CERT-in , integrated SOC solution of Bank , the same is to be monitored properly and to take adequate steps for prevention of same in consultation with Bank's team.
- XX. The management traffic and data traffic in DC/DRS is to be ensured to be segregated and also to suggest the mechanism keeping in view of Bank's information security aspects.
- XXI. The successful bidder team has to ensure that unwanted services have been disabled on the respective networking devices.
- XXII. All the networking devices should be managed with secured channel e.g. SSH v2 & above as per Bank's recommendation.
- XXIII. The successful bidder team has to ensure that specific user ID is being used in the network for device access and all devices are integrated with AAA server.
- XXIV. All the devices should be having Time Synch with centralized NTP server established in Bank.
- XXV. Access control list (ACL) is to be discussed with Bank's team and then the same is to be implemented in network.
- XXVI. The successful bidder has to comply the Audit point as recommended by Bank's Auditor and also to provide requisite support in case of Audit from external Auditor.
- XXVII. Any 3rd party integration is to be carried out by successful bidder in consultation with Bank's team.
- XXVIII. Any new changes in network should be in consultation with Bank's team and properly documented for further references.
- XXIX. Successful bidder would be responsible to provide network device security features like MAC binding and port blocking. These features would be as per Bank's access control policy.

Optimization of processes for management and operation (but not limited to) the following processes:

1. Implement network control parameter settings for immediate performance improvements
2. Develop a clear-cut strategy for network operation and optimization activities
3. Track problems and recommend solutions to any network related flaws
4. Establish the basis for system expansion, by determining the present status of the network and provide suggestions. However, even if the Bank does/does not consider and/or implement any or all of successful bidder's suggestions, the successful bidder will not be released from any of its contractual obligations under this RFP.
 - I. The successful bidder will be required to stock adequate stand by equipment and spares in order to meet uptime commitment of this bid. In case of failure to provide the spare for meeting the required uptime, penalty @ 50% of cost of branch maintenance per day will be levied per day. This is over and above other penalties. The spares should be provided irrespective of the fact whether the faulty one is under AMC/Warranty or not and irrespective of any vendor. Thereafter, the successful bidder will get it repaired/replaced from the principal vendor.
 - II. In case there is a cost incurred to the Bank due the wrong configuration of network equipment at any location, the same will be borne by the Successful Bidder.

3. Analysis & Troubleshooting

The selected bidder should be able to analyse the problems identified in the network, perform a root cause analysis for the problem and they should troubleshoot network issues, locate network breaches, etc. among captured network packets. The successful bidder shall also analyse whether the application slowness is on account of abnormality of Network parameters (High Latency, Bandwidth utilization, CPU utilization of Network devices) and take necessary steps to resolve the slowness issue immediately.

i) Bank is using the Network monitoring tool (Performance Monitoring, Spectrum, SPSD ticketing from M/s Broadcom) through which all the networking devices have been integrated for monitoring purpose. The monitoring of topology and it's alerts are being displayed on the Video wall screen at NOC. The successful bidders can also deploy on-site monitoring tool if required at our DC for their convenient and as per Bank's other requirement for which Bank can provide all the requisite infrastructures (space, power and networking) to the Bidder.

ii) The successful bidder must be able to integrate below mentioned similar features to provide efficient services to Bank, few of the features of the tools mentioned below:

1. The bidder will also be responsible for creating dashboard according to the need of Bank. The Dashboard must be GUI based (e.g. Country map showing all branches, color coding on branches based on health of the network of branches etc.) automated (integratable with service providers like BSNL, MTNL etc., any service management tool, user-friendly tool) that will give integrated picture of the health of all the PNB and it's associated branches. The successful bidder should provide a Web based Business dashboard for the Bank and its vendors (if required), that provide for the following (but not limited to): --
 - Color coded view of outages in the network.
 - Information regarding all the network devices deployed on the entire PNB LAN and WAN network as well as information about IOS version installed on these devices
 - Number of ports available
 - Bandwidth of the branches
 - Link status
 - Link down status including the down time details
 - Automatic ticket logging facility and alert generation through email, SMS etc.
 - Real time bandwidth utilization, etc.
 - The functionalities of dashboard can change according to the requirement of PNB, successful bidder have to add new features to dashboard if required by PNB.
2. Complete view of the network health across the country and overseas

Modify and Improve

1. The selected bidder will be required to make necessary modifications and improve the network monitoring, device configurations, traffic management, network latency, load balancing, bandwidth utilization, etc. in cost effective manner.
2. All activities related to modifications should be planned well in advanced and necessary permissions should be taken from the PNB team to perform such activities, through Change Manged Management process. This modification should be on a regular basis and the successful bidder will be held responsible if any issue occurs during any modification activities.
3. It is expected from the successful bidder to co-ordinate with the PNB team to improve processes related to network management. The selected bidder will have to improve his internal process if required to improve the network performance.
4. CRF for each change made in any device will only with the approval of Bank.

a) Bandwidth provider selection / identification process.

Successful Bidder may have to provide inputs for preparing RFP for future requirements relating to networking. The successful Bidder shall provide technical details in respect of such requirements for incorporating in the RFP & shall provide necessary consultation in the matter.

b) Training & support for product evaluation

- I. The successful bidder shall provide faculty support at different locations as specified by the Bank on a continuous basis during the contract period (number of training programs will be decided by the Bank)for the following type of trainings:
 - User level training for managing branch offices.
 - Training for DC and DRS: for users of DC & DRS for managing LAN & WAN/Networking equipment/ latest developments in the industry etc. once in a year to be given by Successful bidder at Bank Office in Delhi/ NCR without any extra cost.
- II. For user level training programme, Successful Bidder shall have to provide faculty at different training programme organised by Bank at Bank's different training centres located across the country.
- III. The successful Bidder shall provide support on evaluation of new trends/technology in the networking, network security, and network performance enhancement for betterment of Banks' network.
- IV. The Successful Bidder shall suggest optimal utilization and expansion of network.
- V. The Successful Bidder shall coordinate with the Banks' security consultant / security integrator for ensuring network security.
- VI. The successful bidder shall coordinate with the Banks' IT consultant / advisors for evaluating any network related issues.

c) Documentation & Reports

- I. The successful Bidder shall provide documentation related to every activity (as per the scope of work) like network design/expansion, equipment configuration, layout plan and any changes made to, or deviations from design, configuration, base line configuration, case study on issues occurred for future reference, etc.

- II. The successful Bidder shall provide following reports from time to time (as per the timeline and format decided by the Bank)
 - a) Response time reports
 - b) Down time reports on daily basis.
 - c) Bandwidth usage Usage report
 - d) On-line monitors
 - e) Help desk reports
 - f) Manpower deployment report
 - g) Spare Equipment Inspection report etc.
 - h) Status of commissioning of links on monthly basis.
 - i) Call Escalation Matrix
 - j) Feasibility report of links of various service providers
 - k) Secondary link uptime report
 - l) Any other reports/facilities w.r.t. expiry of contracts on monthly basis or as desired by the Bank
- III. Shall prepare & provide Standard site preparation guidelines.
- IV. Overall project documentation.
- V. Take regular backup of configuration after a specific time interval of all the Bank's branch network
- VI. Prepare white paper on new technology / product relevant to the network.

10. DESIGN & ARCHITECTURE OF EXISTING NETWORK

- a) Our Enterprise Wide Network is a two tier MPLS architecture wherein the branches / ATMs/offices are directly connected to DC and DRS. The branches/offices/ATMs are connected with MPLS, RF, VSAT, lease line as primary and back up link. The branches are using minimum MPLS bandwidth of 2 Mbps from various service providers. Bank is in agreement with BSNL/MTNL for MPLS and also has SLA with individual service provider for each link.
- b) Besides this, various HO divisions are connected to DC routers through MPLS. The DRS is connected with Data Centre through Leased Lines as 2*700Mbps primarily used for replication of data, 2*200Mbps and multiple of 2Mbps. The Network Cables of data centre are of Fibre and 10G UTP. DRS is a replica of DC containing similar type of servers, routers, switches, cabling etc.
- c) Presently Bank is using CISCO routers ranging from ASR 1000/7600 series at DC/DRS to 1900 series at branches and Cisco switches ranging from Nexus7K/6500 at DC/DRS to 2900 series at Branches for WAN and LAN at majority of the locations. Bank is also having various security devices i.e. CISCO ASA Firewall, Checkpoint firewalls, IBM Preventia etc. installed at DC/DRS/various location of Bank managed by Security Integrator. Bank has implemented HP Switches at various locations in Branches, CO, ZO & HO.
- d) The data centre of PNB is having well established applications like Finacle 10.x, IBS, MMS, HRMS, NEFT, EMS, HP Aruba NAC along with Forescout NAC, IST switch for ATM operations, Office-365 in future etc. Beside this, Tandem Switch for ATM transactions, video conferencing facility at CO, ZO & HO locations with Multi Conferencing Unit installed at Data Centre connected through an independent network and over the EWAN. Bank is also planning to implement SDWAN and voice over IP (VOIP) for all Branches in EWAN. It has also CTS application live at all three

grids (Delhi, Mumbai and Chennai), Alternate Delivery Channels services like Internet Banking, ATM (including TOS model approved by GOI), POS, Payment gateway, Mobile Banking, Kiosks etc. Besides these services, there are interfaces with various applications and networks used by different institutions like NPCI, Customs, RBI, CIBIL, NSDL and other institutions wherever required. Multiple Applications developed by Bank/vendors is also being used by Bank for internal purpose. The treasury operations of the Bank are fully computerized and on-line and presently working from BKC, Mumbai. All the applications are having DRS setup

- e) Bank WAN is currently running on Class A IP Schema 10.X.X.X. The BANK is currently using Dynamic Routing Protocol (EIGRP).
 - f) Bank's offices may have LANs of diverse sizes, with the number of concurrent users in any LAN ranging from 2 to 200 or more.
 - g) Bank has it's offices/joint ventures in Dubai, Hongkong, UK , Bhutan etc which are connected to our DC, Delhi and DRS Mumbai through P2P/MPLS connectivity. Further, Bank has it's associated/sponsored organization, which is also connected with our DC, Delhi and DRS, Mumbai.
 - h) Bank has installed an Enterprise Management System (EMS) -Unicenter from Computer Associates, for monitoring, managing and reporting the faults, configuration, performance and accounting of the Bank's Wide Area Network, Servers installed in Data Centre, Disaster Recovery Site and at other locations across the network. The same is being used for SLA monitoring.
11. Bank is exploring possibility for setting up centralized infrastructure at DC location. The bidder will be required to monitor the internet upto the branch level by using the centralized proxy server or any other similar infrastructure desired by the Bank.
12. Bank has CA monitoring & reporting tool for which the successful bidder will have to provide onsite support by their engineers having at least 3 years experience on the said tool i.e. spectrum, e-health, SPSP.

Other conditions:

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

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

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

2. COST OF BIDDING

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

3. BIDDING DOCUMENT

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

4. LANGUAGE OF BIDS

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

5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

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

6. AMENDMENT OF BIDDING DOCUMENTS

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

7. VALIDITY OF BID DOCUMENT

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

8. LATE BID

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

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 2.00 Crores** (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. Also, Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of Earnest Money Deposit), which should be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Annexure-XIV. The BG should have a validity of 12 months from the date of submission of bid with claim period of another 12 months. The BG/ details of EMD should be submitted at the time of bid submission.

In case of unsuccessful bidder, EMD will be returned within one month of disqualification (Technically/Commercially) or within one month of completion of tender process, as the case will be and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

Details for online payment:

IFSC Code: PUNB0015300

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

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

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

11. BIDDING PROCESS (TWO STAGES)

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

- Technical bid
- Commercial bid

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

a) TECHNICAL BID

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing **"Technical Bid response against RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN)."** & also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms

& Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

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

b) COMMERCIAL BID

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

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

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

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

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

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

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

13. SUBMISSION OF BID

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

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

The Assistant General Manager

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

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

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

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

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

16. CONTACTING THE PURCHASER

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

17. TERMS AND CONDITIONS OF THE BIDDING FIRMS

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

18. LOCAL CONDITIONS

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

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

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

20. OPENING OF BIDS

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

21. CLARIFICATIONS OF BID

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

22. PRELIMINARY EXAMINATION

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

Arithmetical errors will be rectified as follows:

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

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

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

23. REVELATION OF PRICES

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

24. EVALUATION AND AWARD CRITERIA

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

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. **Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.**
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.

9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per **Annexure XI** is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

Second Stage: (Commercial Evaluation)

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

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22-Preliminary Examination.

3. The bidders will be required to quote for all the items required by the Bank.

4. Price Variation Factor

i) "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

ii) Price variation (both high or low) may also be considered for any particular item i.e. bidder quoting abnormally high or abnormally low prices against any item/s may also be liable for rejection.

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

25. REVERSE AUCTION

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

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

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

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

26. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

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

27. CANCELLATION OF BID/ BIDDING PROCESS

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

28. CONFIDENTIALITY

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

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

29. FORCE MAJEURE

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

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

30. NON DISCLOSURE

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

1. 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.
2. 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.
3. 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.
4. That the successful bidder will strictly maintain the secrecy of Bank's data.

31. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018 & No. P-45021/2/2017-PP(BE-II) dated 04.06.2020. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50%.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

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

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (45 working days*), the EMD will be forfeited after a grace period of 15 working days*.

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

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

2. DURATION OF CONTRACT

The **contract will be valid for three years from the date of agreement signed with the Bank**, if not revised earlier of all the hardware & software licenses. Bank at its sole discretion may extend the contract for a further period of 1 year or any other period, at the same rate and same terms & conditions, subject to satisfactory performance of successful bidder and mutual agreement on the terms and conditions.

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

3. PERFORMANCE BANK GUARANTEE

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

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of Contract value within one month of acceptance of purchase order & initially valid for a period of 3 years with claim period of another 12 months.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.
- d) In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)

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

5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER

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

6. LINK PROCUREMENT TIME

Bidder shall have to procure link within 15 days from the date of issue of advice note by respective bandwidth provider.

7. EXECUTION OF ORDER

Successful Bidder has to start the project within 2 weeks from date of acceptance of letter of offer. The manpower to be provided by the bidder in DC, DRS & other Help Desk(HO/ZO/CO/Offices) as specified in Scope of. Further, the successful bidder has to furnish a certificate of taking over of entire network management of the Bank from the existing network integrator as per scope of work mentioned in this RFP.

8. LINK PROCUREMENT TIME

Bidder shall have to procure link within 15 days from the date of issue of advice note by respective bandwidth provider.

9. ACCEPTANCE TEST

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

10. PAYMENT

The payment will be started after completion of takeover subsequent to sign-off for all the branches/offices/DC/DRS/ATMs. There would be no payment for takeover activities.

All payments shall be released by the concerned Zonal Office/ HO: ITD/ Circle Office as under:

- For DC/DRS location - By HO: ITD
- For Branches/Training Centers//RCCs/Back Offices/Other than DC & DRS help desk - By Controlling ZOs/COs.

SI	Item	Payment terms
1.	Network Assessment, Study, Consulting for nationwide EWN including preparation of RFP (bandwidth provider), Disaster Recovery plan and other documents as per clause no. 7(A), 7(B)(c) , 8(D), 8(E) & 8(E): 3.C of scope of work. (One Time cost)	<p>30% of final cost mentioned against the sl.no. 1 of commercial annexure will be released after signing of SLA.</p> <p>Remaining 70% final cost mentioned against the sl.no. 1 of commercial annexure will be released after successful completion of six (6) months from submission of SLA and desired documents. The payment will be made by HO ITD.</p>

2.	Operations, support, maintenance, management, monitoring of nationwide network from NOC at data centre and DRS. Full-fledged help desk facility at DC and DRS Site as per clause no. 7(B)(b), 8(C) & 7(C) of scope of work. (per annum)	The payment will be released after completion of every quarter (final cost mentioned against the sl.no. 2 commercial annexure). The payment will be made by HO ITD against Invoice. The date of reporting of the support persons at the DC will be the date of commencement of support period for the payment purpose. The payment for last three month (4th Quarter of 3 rd year) will be released after expiry of the contract.
3.	Operations, support, maintenance, management, monitoring of network from help desk other than DC & DRS as per clause no. 7(B)(b), 8(C) & 7(C) mentioned in Scope of work. (per annum)	The payment will be released after expiry of every 3 months (final cost mentioned against the sl.no. 3 of commercial annexure) per ZO/CO basis. The payment will be made by respective Circle Office against the invoice. The date of reporting of the support person at the respective ZO/CO/help desk other than DC & DRS will be the date of commencement of support period for the payment purpose. The payment for last three month (4th Quarter of 3 rd year) will be released after expiry of the contract.
4.	Link applications, liaisoning, commissioning, upgradation, conversion, installation, configuration of network equipment and other activities for smooth integration of the link into the enterprise wide network as per clause 8(A) & 7(B) of scope of work. (one time cost).	The payment will be released one time per branch basis (after completion of the work at the branch) against the sl.no. 4 of commercial annexure). The payment will be made by respective Circle Office. This payment will be released after one month of successful integration of the link with the enterprise wide network from date of commission of the link.
5.	Operations, support, maintenance, management, monitoring of branch/Offices network and equipment (site wise) as per clause no. 7(B)(a), 8(C) & 7(C) of scope of work. (per annum) (BSNL/MTNL MPLS-wired/wireless)	The payment will be released at the end of each quarter (final cost mentioned against sl.no. 5 of commercial annexure) per branch basis. The payment will be made by respective Circle Office against the invoice. In respect of the branches with the existing links, the date of reporting of the support person at the respective help desk will be the date of commencement of support period for the payment purpose. In respect of the new links, the date of commissioning of the link will be the date of commencement of support period for the payment purpose.
6.	Operations, support, maintenance, management, monitoring of Off-site ATMs/E-lobby network and equipment	The payment will be released at the end of each quarter (final cost mentioned against sl.no. 6 of commercial annexure) per branch basis. The payment will be made by respective Circle Office

	(site wise) as per clause no. 7(B)(a), 8(C) & 7(C) of scope of work. (per annum) (Other than BSNL/MTNL MPLS Wired/Wireless link including VSAT/RF/3G/4G Branches including Off-site ATMs as per Bank's discretion)	against the invoice. In respect of the branches with the existing links, the date of reporting of the support person at the respective help desk will be the date of commencement of support period for the payment purpose. In respect of the new links, the date of commissioning of the link will be the date of commencement of support period for the payment purpose.
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*** Cost of the project and its components shall remain the same during the contract period.**

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

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

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

11. TAXES

The quoted rates in the commercial annexure are inclusive of all Taxes, statutory levies except GST which will be paid to the successful bidder. The rate of the applicable taxes should be informed. TDS as applicable will be deducted from the payments.

12. UP TIME REQUIREMENT

The overall site/link availability uptime for Bank, its sponsored/associated organizations/banks or any other location desired by the bank shall be 99.50% on all days irrespective of holidays throughout the year.

No down time shall be permitted in case of DC & DR Site and links terminating at/between DC & DR. It should be 100%

The downtime mentioned above is included fault & failure of all link or equipment in particular site. In case of equipment failure, the faulty equipment be replaced within above stipulated time period.

Downtime for site/Link availability will be calculated on monthly basis as follows:

Shortfall in % downtime shall be converted into number of minutes and would be added up for the month/quarter.

eg:- Shortfall in downtime = 5%

Total working minutes for one day (8 am to 8 pm)*	=	720
Then downtime for one day	=	720 X 5%
	=	36 minutes

Basis of Calculation will be on daily basis for each branch/office in CO/ZO and each link at/between DC/DR/HO Divisions.

For one month/quarter, these no. of minutes would be added and penalty will be calculated as per clause for penalty.

*For DC/DR and branches with onsite ATM/BNA/CDM/PUM and offsite ATM/ E-lobby/BNA/CDM/PUM working hours will be 24 hours.

13. PENALTY:

For branches/offices/Training Centers, its sponsored/associated organizations/banks or any other location

a) Penalty due to downtime/impact at site

The penalty in the following manner will be applicable for any down time beyond the stipulated site uptime as specified in uptime clause.

DC/DRS (in case of site is up but some of network devices, it's topology, protocol etc. are having operational issues which have impacted either one of DC/DRS application)

Identification & resolution since reported To NI official (though SMS, Call, mail or any other communication (more than as specified in the uptime clause)	Penalty amount on pro-rata charges of DC/DRS helpdesk cost as mentioned in item no. 2 of Annexure vi for the calendar month during which uptime is observed on lower side		
	1st instance (on monthly basis)	2nd instance (on monthly basis)	Further instance (on monthly basis)
1%or less	1%	2%	3%
2% or less	3%	4%	5%
3% or less	5%	6%	7%
4% or less	7%	8%	9%
More than 4%	10%		

Branch/offices/ ATMs/Self Service Area

Uptime %	Penalty % to be charged upon support charges to be paid quarterly
99.49%-99.45%	2%
99.44%-99.40%	4%
99.39%-99.35%	6% and so on

The downtime for ATMs/E-lobby would be considered after confirmation of networking issues whether the confirmation is detected by NI itself or after FLM (First level Management) visit as per Bank's monitoring tool.

b) Penalty due to downtime of links

The penalty in the following manner will be applicable for any down time of link beyond the stipulated uptime.

Links terminating at/between DC/DRS

Downtime (more than as specified in the uptime clause for respective sites and locations)	Penalty amount on pro-rata charges of helpdesk cost as mentioned in item no. 2 of Annexure vi for the calendar month during which uptime is observed on lower side		
	1st instance (on monthly basis)	2nd instance (on monthly basis)	Further instance (on monthly basis)
1% or less	1%	2%	3%
2% or less	3%	4%	5%
3% or less	5%	6%	7%
4% or less	7%	8%	9%
More than 4%	10%		

c) Penalty due to delay in procurement of link

The maximum available time to procure a link is 15 days from the date of issue of advice note. After that for every 1 day delay in commissioning of link, penalty @2% of branches roll out cost will be applicable.

d) Penalty due to manpower deficiency

There should be availability of 100% engineers at all locations as per Manpower requirement. In case of deficiency, the penalty may be calculated as under:

- i. Deficiency of 1 engineer: 2% of quarterly payment at help desk and it's branches/offices
- ii. Deficiency of 2 engineer: 4% of quarterly payment at help desk and it's branches/offices
- iii. Deficiency of More than 2 engineer: 8% quarterly payment at help desk and it's branches/offices

If the manpower provided by the successful bidder is not as per specified qualification and manpower strength mentioned in the RFP, the same will be also considered as manpower deficiency. Apart from this, Bank reserves the right to apply penalty on the whole payment as per above terms.

Note: The overall penalty per quarter which may be applicable will not exceed 10% of the quarterly payment amount.

Recovery of Penalty:

Amount of penalty will be recovered from the bidder, on demand from Bank. The vendor will have to undertake to pay the penalty amount as prescribed by the Bank. The penalty will be recovered from either performance bank guarantee or any payment due to the bidder. The bidder will have to pay the penalty amount as and when demanded by the bank, within 15 days from the demand date, otherwise bank reserves the right to invoke performance bank guarantee for recovery of the penalty amount.

Note: Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.

In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.

14. INCIDENTAL SERVICES

The successful bidder may be required to provide any or all of the following services, including additional service, if any relating to:

- i) Performance or supervision of on-site assembly and /or start-up of the goods/ services;
- ii) furnishing of a detailed operations and maintenance manual for each unit of the goods/ services;
- iii) Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services.

15. TAXES

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

16. CANCELLATION OF PURCHASE ORDER

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

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

17. INFORMATION SECURITY

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during the ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

18. SIGNING OF PRE CONTRACT INTEGRITY PACT

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

19. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

20. INDEMNITY

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

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

21. EXCHANGE RATE VARIATION

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

22. TERMINATION OF CONTRACT

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

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of successful bidder (successful bidder) to complete implementation of solution within the time as specified in the RFP document

- d) Violation of terms & conditions stipulated in this RFP.
- e) Exceeding any of the threshold limit of Delay as per clause 15.1.
- f) Penalty as in Clause 15.2 reaches its max. limit.

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

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

23. NO RIGHT TO SET OFF

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

24. PUBLICITY

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

25. COMPLIANCE WITH LAWS

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

26. 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.

27. 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.

28. 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.

29. 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.

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

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

31. PRINCIPAL TO PRINCIPAL RELATIONSHIP

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

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

32. LIMITATION OF LIABILITY

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

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

Date:_____

Place:_____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UNDERTAKING FROM THE BIDDER

To

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

Sir

Reg.: Our bid for RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).

We submit our Bid Documents herewith.

We understand that

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

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ELIGIBILITY CRITERIA OF THE BIDDER

Sr.	ELIGIBILITYCRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
1.	The bidder should be registered with Registrar of Companies/Firms in India for at least 5 years.	Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	The Bidder should have an annual turnover of INR 50 Crores (Rupees Fifty Crores) for each of the past three financial years i.e. FY2016-17, FY2017-18 & FY2018-19 from their Indian Operations from Networking Services. The bidder should have positive net worth during the last three financial years i.e. FY2016-17, FY2017-18 & FY2018-19.	Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2016-17, FY2017-18 & FY2018-19. The CA certificate provided in this regard should be without any riders or qualification.	
3.	The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI in India.	Undertaking to be provided as per Annexure-VIII	
4.	The bidder must be CMMI level 3 or above Certified Company or its equivalent and the certificate should be valid as on date of bid submission.	Copy of certification depicting CMMI level 3 or above Certified Company or its equivalent.	
5.	During last three Year (as on Bid submission date) the bidder should have done the designing and Implementation of Enterprise Wide Area Network having minimum 2000 MPLS/ lease line (wired) as primary links excluding other media i.e. RF, 3G, 4G, VSAT etc. in minimum 2 PSU/central government organizations/ Financial institutions.(each PSU/central government organizations/ Financial institutions having minimum 2000 MPLS/ lease line (wired) as primary links excluding other media i.e. RF, 3G, 4G, VSAT etc.) OR	<p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI.</p> <p>OR</p> <p>Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed</p> <p>OR</p> <p>Copy Of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material</p>	

	minimum 4000 MPLS/ lease line (wired) as primary links excluding other media i.e. RF, 3G, 4G, VSAT etc. in atleast one PSU/central government organizations/ Financial institutions.	information as required in Annexure-VI).	
6.	The bidder should have done designing and implementation/ migration of the existing network on MPLS. Bidder should also have done the migration preferably on IPv6.	<p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI.</p> <p>OR</p> <p>Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed</p> <p>OR</p> <p>Copy Of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI).</p>	
7.	<p>Bidder should have a minimum 5 years' experience in designing, managing and monitoring of network as Network Integrator (NI) services in PSU/central government organizations/ Financial institutions in India, country wide with wide area network, intranet and internet as well as demilitarized zone and handling cisco networking devices, Link load balancer /Server Load Balancer (from Radware) etc.</p> <p>Out of 5 years' experience, 3 years' experience in maintaining/monitoring of WAN in atleast one PSU/central government organizations/ Financial institutions with more than 4000 links</p> <p>OR</p> <p>Minimum 2 PSU/central government organizations/ Financial institutions with more than 2000 links each</p>	<p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI.</p> <p>OR</p> <p>Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed</p> <p>OR</p> <p>Copy Of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI).</p>	

8.	The Bidder should have their own Centralized Support Center for providing 24x7x365 support service.	Details of addresses, contact details and corresponding document is to be attached.	
9.	Bidder should have experience of managing NOC in India for the last 5 years as on date of bid submission.	<p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI.</p> <p>OR</p> <p>Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed</p> <p>OR</p> <p>Copy Of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI).</p>	
10.	The bidder should not be involved in any litigation which threatens solvency of company.	Details of addresses, contact details and corresponding document is to be attached.	
11.	The bidder must be ISO9001: 2015 or above Certified Company or its equivalent and the certificate should be valid as on date of bid submission.	Copy of certification depicting ISO 2015 or above Certified Company or its equivalent.	

NOTE:

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

BIDDER'S INFORMATION

S. N.	Information	Particulars / Response			
1.	Company Name				
2.	Constitution				
3.	Date of Incorporation				
4.	Company Head Office Address				
5.	Registered office address				
6.	GST No.				
7.	Whether MSE(quote registration no. and date of registration, copy to be attached)				
8.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name				
9.	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
10.	Specimen Full signature				
11.	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
12.	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
13.	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
14.	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
15.	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY	Turnover Rs. (in Lacs) from Indian Operations from Networking Services	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Lacs)
		2016-17			
		2017-18			
		2018-19			

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____

Email ID: _____

Mobile No: _____

Telephone No.: _____

Seal of Company: _____

COMPLIANCE STATEMENT

Reg.: RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).

DECLARATION

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing company

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

Sir,

Reg.: RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).

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

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

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

LITIGATION CERTIFICATE

Reg.: RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).

To be provided by Statutory Auditor/Chartered Accountant

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

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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

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

Sir,

Reg.: RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).

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 Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2016-17, 2017-18 and 2018-19.

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

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Performa for Indicative Commercial Offer**Reg.: RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN).**

(To be submitted in bank's e-Procurement online portal only)

Table-A

SI	Item	Unit Rate (in Rs.) (A)	Quantity (B)	Total Cost (in Rs.) (C=AxB)
1.	Network Assessment, Study, Consulting for DC & DRS Operations, support, maintenance, management, monitoring & documentation of nationwide network from NOC at data center. Full-fledged help desk facility at DC and DRS as mentioned in technical requirement. (Per Year Cost for DC and DRS)	(Please mention per yrs. cost for DC & DRS here)	03	
2.	Network Assessment, Study, Consulting for CO/ZO Operations , support, maintenance, management, monitoring & documentation of circle network from Circle help desk as mentioned in technical requirement. Per Year cost for 185 CO/ZO [presently 161 Cos & 24 ZOs]	(Please mention per yrs. cost for 185 help desk other than DC & DRS here)	03	
3.	BSNL and MTNL Link applications. Liaisoning, commissioning, installation, configuration of network equipment and other activities for smooth Roll out of branches from all service providers including BSNL and MTNL. (One time cost for 50 new branches)	(Please mention one time cost for 50 branches here)	01	
4.	Operations, support, maintenance, management, upgrade, monitoring of branch/CO/ZO/Other offices/Training Centers/RRB branches etc. network & new link for existing branches w.r.t. all service providers including BSNL & MTNL. (Per year cost for 11,500 branches/help desk basis)	(Please mention per yr. cost for 11,500 branch here)	03	
5.	Operations, support, maintenance, management, monitoring of Off-site ATMs/E-Lobby which is not connected with branch network as per Bank's discretion.	(Please mention per yr cost for 5,000 Off-site	03	

	(Per year cost for 5,000 Off-site ATM/E-lobby)	ATM/E-lobby here)		
Total				

NOTES:

1. Per year cost for DC or DRS for the item at Sl. No. 1 will be calculated by dividing unit cost provided in column having header as "Unit Rate (in Rs.) (A)" by two (02).
2. Per year cost per engineer for the item at Sl. No. 2 will be calculated by dividing unit cost provided in column having header as "Unit Rate (in Rs.) (A)" by three hundred seventy (i.e. 185*2).
3. One time Cost per new branch for the item at Sl. No. 3 will be calculated by dividing unit cost provided in column having header as "Unit Rate (in Rs.) (A)" by Fifty (50).
4. Per year cost for branch/help desk basis for the item at Sl. No. 4 will be calculated by dividing unit cost provided in column having header as "Unit Rate (in Rs.) (A)" by eleven thousand five hundred (11,500). Prorata basis rate will be calculated for intermediate period.
5. Per year cost per Off-site ATM/E-lobby for the item at Sl. No. 5 will be calculated by dividing unit cost provided in column having header as "Unit Rate (in Rs.) (A)" by five thousand (5,000).
6. 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.
7. Any column left blank by the bidder will result in disqualification of the bid.
8. If there is any calculation error/totaling error, the same shall be recalculated. Unit price will prevail.
9. L1 cost will be decided as per Grand Total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
10. Customization cost (in man days) mentioned in above Table will only be applicable after the signoff will be given to the successful bidder. Also, the PO will be given by Bank as and when required during the entire contract period at the unit rates finalized after Reverse Auction. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
11. Bank may place Orders for any item as and when required during the entire contract period at the unit rates finalized after Reverse Auction. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
12. The multiplication factor as mentioned in above table (Table A) is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of three years, at the unit rate finalized after Reverse Auction.
13. Bank is not bound to place any minimum order for any item.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PERFORMA FOR INTEGRITY PACT

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

.....
New Delhi

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

Integrity Pact

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

And

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

Preamble

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

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

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

Section 4- Compensation for Damages

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

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

Section 5- Previous transgression

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

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

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

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

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

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

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

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

Section 8- Independent External Monitor

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

Section 09- Pact Duration

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

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

Section 10- Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Proforma for the Bank Guarantee

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

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

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

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

"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 _____ 2019 at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

Certificate regarding RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN)

(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:

Shareholding 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:

Shareholding 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 Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN)

(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:

Shareholding 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:

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Checklist

Sl. N	Particulars	Submitted (Yes/No)	Page
1.	Proof of RFP Cost		
2.	Proof of EMD		
3.	Terms and Conditions (Annexure-I)		
4.	Undertaking By The Bidder (Annexure-II)		
5.	Compliance To Eligibility Criteria (Annexure III)		
6.	Bidders Information (Annexure-IV)		
7.	Compliance Statement (Annexure-V)		
8.	Litigation Certificate (Annexure – VII)		
9.	Undertaking For Non- Blacklisted(Annexure – VIII)		
10.	Turnover Certificate by CA(Annexure-IX)		
11.	Certificate of Incorporation		
12.	Audited Balance Sheets & Profit & Loss Statements		
13.	Integrity Pact (Annexure – XI)		
14.	Certificate regarding RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN) (Annexure – XIII(a)) by all the OEMs of Bidder.		
15.	Certificate regarding RFP for Selection of Network Integrator for managing, designing and monitoring of Enterprise Wide Network (EWAN) (Annexure – XIII(b)) by the Bidder		
16.	Power of Attorney and Copy of Board Resolution		