

PUNJAB NATIONAL BANK



(Open Tender)

**Request for Proposal (RFP)
For**

**SUPPLY, INSTALLATION, IMPLEMENTATION
AND MAINTENANCE OF SOFTWARE
DEFINED – WIDE AREA NETWORK (SD-
WAN) SOLUTION**

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

DISCLAIMER

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

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

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

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

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

Following terms are used in the document interchangeably to mean:

1. Recipient, Respondent, Bidder means the respondent to the RFP document.
2. RFP means the Request For Proposal document.
3. Proposal, Bid means "Response to the RFP Document".
4. Tender means RFP response documents prepared by the Bidder and submitted.
5. Vendor means the successful bidder.
6. CBS means Core Banking Solution implemented in the Bank.
7. DC means Data Centre located at Delhi.
8. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
9. Purchaser here refers to Bank.

TABLE OF CONTENTS

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

| | | |
|----------------------------|---|----|
| 29. | CONFIDENTIALITY | 21 |
| 30. | FORCE MAJEURE | 22 |
| 31. | NON DISCLOSURE..... | 22 |
| ANNEXURE I | | 23 |
| TERMS AND CONDITIONS | | 23 |
| 1. | SIGNING OF CONTRACT | 23 |
| 2. | DURATION OF CONTRACT | 23 |
| 3. | PERFORMANCE BANK GUARANTEE..... | 23 |
| 4. | ACCEPTANCE OF ORDER (ORDER PLACEMENT) | 24 |
| 5. | NOT ACCEPTANCE/ NON EXECUTION OF ORDER | 24 |
| 6. | DELIVERY & INSTALLATION..... | 24 |
| 7. | IMPLEMENTATION | 24 |
| 8. | ACCEPTANCE TEST | 24 |
| 9. | PAYMENT | 24 |
| 10. | INSURANCE | 25 |
| 11. | WARRANTY, ANNUAL MAINTENANCE CONTRACT (AMC) & ANNUAL TECHNICAL SUPPORT (ATS) | 26 |
| 12. | UPGRADES AND UPDATES..... | 27 |
| 13. | ONSITE TECHNICAL SUPPORT (OTS)..... | 27 |
| 14. | PENALTY CLAUSE | 31 |
| 15. | LIQUIDATED DAMAGES..... | 33 |
| 16. | TRAINING | 34 |
| 17. | TAXES | 34 |
| 18. | CANCELLATION OF PURCHASE ORDER | 34 |
| 19. | INFORMATION SECURITY | 34 |
| 20. | SIGNING OF PRE CONTRACT INTEGRITY PACT | 35 |
| 21. | DELAYS IN THE SUPPLIER'S PERFORMANCE | 35 |
| 22. | INDEMNITY..... | 35 |
| 23. | EXCHANGE RATE VARIATION..... | 35 |
| 24. | TERMINATION OF CONTRACT | 35 |
| 25. | NO RIGHT TO SET OFF | 36 |
| 26. | PUBLICITY | 36 |
| 27. | COMPLIANCE WITH LAWS | 36 |
| 28. | GOVERNING LAWS AND DISPUTES | 36 |
| 29. | USE OF CONTRACT DOCUMENTS AND INFORMATION | 36 |
| 30. | PATENT RIGHTS..... | 37 |

| | |
|---|----|
| 31. ASSIGNMENT | 37 |
| 32. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER) | 37 |
| 33. PRINCIPAL TO PRINCIPAL RELATIONSHIP | 37 |
| 34. LIMITATION OF LIABILITY | 38 |
| ANNEXURE-II | 39 |
| UNDERTAKING FROM THE BIDDER..... | 39 |
| ANNEXURE-III | 40 |
| ELIGIBILITY CRITERIA OF THE BIDDER..... | 40 |
| ANNEXURE-IV | 44 |
| BIDDER'S INFORMATION | 44 |
| ANNEXURE V | 45 |
| COMPLIANCE STATEMENT | 45 |
| ANNEXURE – VI | 46 |
| PERFORMANCE CERTIFICATE | 46 |
| ANNEXURE – VII | 47 |
| LITIGATION CERTIFICATE | 47 |
| ANNEXURE - VIII | 48 |
| UNDERTAKING FOR NON- BLACKLISTED..... | 48 |
| ANNEXURE-IX | 49 |
| TURNOVER CERTIFICATE | 49 |
| ANNEXURE-Xa | 50 |
| MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF) | 50 |
| ANNEXURE-Xb | 51 |
| UNDERTAKING FOR BEING the OEM of the OFFERED SOLUTION | 51 |
| ANNEXURE-XI | 52 |
| TECHNICAL SPECIFICATIONS..... | 52 |
| ANNEXURE-XII | 60 |
| Performa for Indicative Commercial Offer | 60 |
| ANNEXURE - XIII | 62 |
| PERFORMA FOR INTEGRITY PACT | 62 |
| ANNEXURE- XIV..... | 68 |
| Proforma for the Bank Guarantee..... | 68 |
| ANNEXURE- XV | 70 |
| UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER & SPARE WAREHOUSES/ LOGISTIC CENTERS IN INDIA BEING THE OEM OF THE OFFERED SOLUTION | 70 |

| | |
|--|----|
| ANNEXURE- XVI..... | 71 |
| Complete BOM of Offered Solution/Product/Hardware | 71 |
| ANNEXURE- XVII..... | 73 |
| Undertaking for Labour Law Compliance | 73 |
| ANNEXURE- XVIII | 74 |
| Escalation Matrix (Both OEM & Bidder) | 74 |
| ANNEXURE- XIX (a)..... | 75 |
| Certificate regarding RFP for Supply, Installation, Implementation and Maintenance of Software Defined – Wide Area Network (SD-WAN) Solution..... | 75 |
| ANNEXURE- XIX(b)..... | 76 |
| ANNEXURE- XX..... | 77 |
| Checklist..... | 77 |

GENERAL TENDER DETAILS

| RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION | | |
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| 1. | Date of commencement of Bidding Process. | 05/11/2020 |
| 2. | Last date and time for sale of Bidding Documents | 25/11/2020 upto 1600 Hrs |
| 3. | Last date and time for receipt of queries from bidders for Clarifications | 10/11/2020 upto 1700 Hrs |
| 4. | Date of Pre-Bid Meeting | 11/11/2020 at 1500 Hrs |
| 5. | Last date and time for Online bid submission (both Technical & Commercial) (Hash submission) | 25/11/2020 upto 1600 Hrs |
| 6. | Last date and time for Bid Re-Encryption | From 25/11/2020 1701 Hrs to 26/11/2020 1400 Hrs |
| 7. | Time for submission of technical supporting document (Hard Copy) | From 25/11/2020 1701 Hrs to 26/11/2020 1400 Hrs |
| 8. | Date and Time of Technical Bid Opening | 26/11/2020 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. 1.00 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 |

| | | |
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| | | <p>months from the date of submission of bid with claim period of another 12 months.</p> <p>IFSC Code: PUNB0015300</p> <p>Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001</p> <p>Account No. 0153002100572949 (16 digits)</p> <p>Imprest account – HO IT Division</p> <p>*MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank. 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, atleast 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 is to be submitted online only.

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

1. INTRODUCTION:

Punjab National Bank (PNB) has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Solution (CBS) with Data Centre at New Delhi and Disaster Recovery Site at Mumbai. The centralized Banking Solution covers all the 11500 plus SOLs (Service Outlets), which are connected to the Data Centre and DRS through an Enterprise Wide Network which is a two tier meshed architecture. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines, MPLS, VSATs, Radio Links and other forms of connectivity, which may emerge in the near future.

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, MTNL, 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. Bank has also implemented Security Operation Centre (SOC) and integrated the servers / devices for log analysis and monitoring of servers / devices installed across the Bank network. Bank has implemented Enterprise Data Ware House Project to provide better access to information, to foster better and more informed decision-making, besides providing statutory reporting and MIS for the Bank.

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

2. PURPOSE OF THE PROJECT:

The purpose of this RFP is to invite technically complete and commercially competitive proposals from reputed manufactures/authorized representatives for **SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION to build a SOFTWARE DEFINED – WIDE AREA NETWORK Infrastructure** as per Scope of work and Technical Specifications given in this RFP, at DC Delhi & if required at DRS (currently in Mumbai) or any other alternate site as per the Bank's requirement on ongoing basis during the empanelment period.

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for central SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION at DC Delhi & at DRS (currently in Mumbai) or any other alternate site as per requirements mentioned in the RFP **to support for 5000 edge devices from day 1 and should also be scalable (horizontally or vertically) in case bank's decides to increase the number of edge devices in future.** This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Representative in India, provided bidders fulfill the minimum qualification criteria as mentioned in bid document (Annexure-III). **Joint bid will not be accepted by Bank.**

In addition to the requirement for PNB, the selected bidder may also be required to supply, if

required, the hardware to Bank's subsidiaries, its sponsored RRBs and any of its existing or future subsidiaries/entities or in case of merger with any other organization at the same rate and same terms and conditions.

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

3. SCOPE OF WORK:

1. To supply of complete Hardware and Software as per specifications and requirements defined in RFP, commission, install, test, configure and maintenance of the required networking equipment/appliance/solution, at various locations identified by the Bank. This will also include the followings:
2. Configuration will include configuring the equipment as per Bank's requirements.
3. The implementation includes, installation of the hardware including Rack mounting, configuration of the equipment/appliance/solution, testing, monitoring etc.
4. Bidder has to plan the central SDWAN devices for DC and DR, to support for approximately 5000 edge devices from day 1 and also support scalability up to 15000 edge devices at any point of time.
5. De-installation of the existing router at the branch along with power cables and replacing with new SD-WAN device and power cables (rack mounting). Reconnecting all uplinks and other cables in a neat manner. Asset tagging to be done on the new network equipment. Same will be provided by Bank.
6. The solution should be primarily able to provide aggregation of network links , load balancing of traffic, prioritizing of application over the network links, implementation of QoS per tunnel on the fly, discover network traffic with application-level insight with deep packet visibility and analyse and report on application usage and anomalies and prioritizing a specific application traffic over a link. It should be able to manage network congestion by optimizing application-level traffic and should provide monitoring capabilities on an ongoing basis and also be able to provide end user response time metrics on a GUI. The solution shall also provide facility of using internet over 3g/4g/broadband over a secure channel as and when required by the Bank.
7. The Bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the network. This will include site requirements, power, cables, connectors, network cards, ports, UPS, environmental conditions, illumination, etc.
8. The bidder will ensure seamless integration of all the supplied equipment for functioning of **existing** as well as new applications in consultation with OEM.
9. Bank will conduct acceptance tests along with the bidder to ascertain the quality and completeness of the installation.
10. The Bidder should have the Back to Back support agreement with OEM during the entire contract period including warranty & AMC/ATS period to ensure the smooth working and to achieve the highest uptime on the offered equipment. The bidder will be responsible for ensuring preventive maintenance on quarterly basis.

11. The bidder should provide comprehensive on-site warranty/AMC during the entire contract period including warranty & AMC/ATS period for all equipment and required accessories, if any as per RFP by the Bank. Warranty would cover replacement of faulty parts or the whole equipment/maintenance patches/bug fixes, if any, for the hardware supplied and installed by it.
12. In case a product or part of the product (component) which has been quoted, is rendered out of sale during the contract period, a substitute of equivalent or higher capacity should be provided at the same cost/free of cost to the Bank in place of the original product given in the bidding document submitted by the successful bidder. The bidder shall inform the Bank well in advance, whenever OEM declares end of support of the relevant product during the contract period including warranty & AMC/ATS period. Bank will have periodic review of technology. Successful bidder will supply the models approved as per technical aspects. In case any of the models becomes end of support during entire contract period, then Successful bidder will provide the latest model available at no extra cost to Bank without disruption in performance of services/applications.
13. The bidder should ensure the Return Material Authorization (RMA) support in case of supplied equipment fails. The replacement of faulty equipment should match the performance requirements of existing equipment or better. All the terms and conditions which are applicable to faulty equipment will also applicable to the replacement equipment.
14. During the contract period, the bidder will also provide the latest versions of software at no extra cost to the Bank. Bidder will conduct a review of Bank's network annually. **Bank will consider an alternate model in consultation with the OEM in case of need.**
15. Bidder has to integrate SDWAN solution with existing AD, TACACS, NTP, **Monitoring Tool** etc.
16. The Bidder shall co-ordinate with Bank's network integrator and LAN cabling vendor for resolving connectivity issue of workstation/ network equipment.
17. Successful bidder shall provide all technical specifications, all necessary entitlements, papers of license, etc. for both hardware and software of all equipment covered in this RFP to the Bank.
18. The successful bidder including OEM will be required to submit an undertaking before signoff , explicitly stating their commitment to provide full technical, spares, operational and maintenance support to Bank during the contract period including warranty & AMC/ATS period.
19. Bidder shall ensure that during implementation the performance and security of the existing Bank's network should not be hampered.
20. As per Bank's requirement, the successful bidder will arrange for team of experts for the solution from OEM to carry out trouble shooting if required, at the time of proof of concept and at the time of installation or in case of any issues with the installed devices in coordination with the Bank.
21. Bidder has to provide the devices with rack mounting kit to accommodate all components in the rack space provided in the Bank's branches/offices.

22. The successful bidder has to buy back the existing devices/equipment (e.g. CISCO routers etc.).
23. Bank may conduct the Proof of concept (POC) during or after technical evaluation in an extensive manner at specified locations of the Bank, to verify that the selected model conforms to all technical specifications mentioned in the RFP.
24. If there is any gap in interpretation of Bank's requirement and bidder/OEM understanding for proposed solution, it will be the responsibility of Bidder/OEM to fill up the gap on time without any extra cost to Bank during implementation of Project/AMC/ATS.
25. The Bank reserves the right to shift the equipment/appliance/solution to a suitable location depending upon the need. The Bidder will arrange to uninstall, shift the equipment, re-install, configure and commission the same at the shifted location and making the entire system operational without any additional cost to Bank.

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 (Vendor). The successful bidder (Vendor) shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in 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 hash submission date to avoid any last minute issues.

7. VALIDITY OF BID DOCUMENT

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

8. LATE BID

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

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 1.00 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 superscribing **"Technical Bid response against RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION"** & also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any**

pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document 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 Page No. | RFP Clause Name & No. | RFP Clause | Bidder's Query/Suggestion/Remarks |
|----------------|---------------------|----------------------------------|-------------------|--|
| | | | | |
| | | | | |

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

Only two persons per bidder 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.

5. The L-1 price and L-1 vendor for the rate 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. 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.

27. 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.

28. 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.

29. 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.

30. FORCE MAJEURE

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the 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.

31. NON DISCLOSURE

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

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

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

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

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

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

2. DURATION OF CONTRACT

The **Rate contract will be valid for two 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 Rate Contract for a further period by 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.

However, total period of contract with the bidder will be **09 years** (2-year RC period plus 3-years warranty plus 4-years AMC/ATS period) from the date from the date of agreement signed with the Bank.

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 Purchase Order within one month of acceptance of purchase order & initially valid for a period of 5 years with claim period of another 12 months, the validity of same will be further extended for period of 4 years with claim period of another 12 months, before 2 months prior to expiry of PBG validity from the date of entering into contract.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- d) In case successful bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case 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 respective HO Division/Department. The successful bidder (Vendor) 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” or “Vendor”) refuses to accept / execute the order, Bank will procure the same from the respective OEM as per existing terms & conditions and rate accepted by OEM. The said successful bidder will have to bear the difference of cost if any of such item / product purchased by Bank from OEM (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the said successful bidder). Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

6. DELIVERY & INSTALLATION

Bidder shall be responsible for delivery and installation of the complete solution (hardware & software both) ordered at both DC & if required at DRS (currently in Mumbai) or any other alternate site as per the Bank's requirement within 6 weeks from the date of Purchase order. Installation means mounting of SD-WAN Solutions in Rack (If any) and “Power-On” all the hardware with all the accessories provided with the hardware. The point of delivery/ destination will be as defined by the Bank in the purchase order.

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

7. IMPLEMENTATION

Bidder shall be responsible for implementation of complete solution at both DC & if ordered for DRS (currently in Mumbai) or any other alternate site as per the Bank's requirement within 12 weeks from the date of delivery or within 28 weeks from the date of Purchase Order, whichever is earlier.

8. ACCEPTANCE TEST

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

9. PAYMENT

9.1) Payment* will be made as per the following schedule for Orders at HO: -

A-Hardware Cost

B- Total Software Cost including all required licenses

C-Implementation Cost including integration

D-OTS Cost

| Deliverables | Eligible Amount |
|--|------------------------|
| Complete Installation of all the required hardware & delivery of all Software including Licenses (Complete BOM at site) | 70% of (A+B) |

| | |
|--|--|
| Sign Off of complete solution with all modules/functionalities * | (20% of A) + (20% of B) + (90% of C) |
| After three months of sign-off | 10% of (A+B+C) or immediately on submission of equivalent amount of BG |
| ATS/AMC | On Half Yearly basis in Advance |
| OTS (Onsite Technical Support) Cost | On Quarterly basis in arrears |

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

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

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

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

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

9.2) Payment* will be made as per the following schedule for Edge Devices: -

A-Hardware Cost

B- Total Software Cost including all required licenses

C-Implementation Cost including integration

| Deliverables | Eligible Amount |
|--|---------------------------------|
| Complete Installation of all the required hardware & delivery of all Software including Licenses (Complete BOM at site) | 80% of (A+B) |
| Sign Off of complete solution with all modules/functionalities * | 20% of (A+B)) |
| ATS/AMC | On Half Yearly basis in Advance |

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

10. INSURANCE

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

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

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

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

WARRANTY, AMC & ATS should cover the following at no extra cost to Bank:-

- 11.1) Service support should be available on 24 x 7 x 365 basis.
- 11.2) Any issue except hardware failure in the deployed solution should be resolved within 4 hours of receipt of complaint.
- 11.3) In case of failure of any hardware, replacement should be within 24 hours from the time call is lodged during AMC & ATS. The replacement unit has to be shipped by the OEM & should be compatible with given hardware and the bidder should install and configure the same. Once confirmed by Bank on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM. All charges, including taxes if any, towards replacement has to be borne by the bidder.
- 11.4) Any corruption in the software or media shall be rectified during the full period of the contract including AMC & ATS.
- 11.5) AMC & ATS would cover updates/maintenance patches/bug fixes (available from the original software successful bidder) for system software & firmware patches/bug fixes, if any, for hardware & Software.
- 11.6) The successful bidder should provide on-site preventive maintenance on regular interval i.e. quarterly. However, Yearly preventive maintenance must be done by OEM and report of the same shall be provided to Bank. Pro-active product health status check-up (on-site) and submission of report quarterly/yearly. During the preventive maintenance the bidder/OEM should also check the firmware / operating system running on the IMPS engine and other components and upgrade the same to latest version as released by OEM. The successful bidder/OEM will be required to forward to the Banks well in advance (at least 7 days) the preventive maintenance schedule / plan to enable the Bank to intimate the locations/offices and obtaining downtime etc.
- 11.7) Free of cost version upgrade/customization will be done by bidder whenever new version of firmware/software is released or new requirements comes.
- 11.8) The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration after feasibility check by the successful bidder. The feasibility of same should be informed to the Bank.
- 11.9) The bidder to submit detailed Root Cause Analysis for hardware & software related issues/failures.
- 11.10) Any coordination with the OEM for support should be carried out by the bidder engineer.
- 11.11) The bidder to note that, only under exceptional conditions remote access for devices would be provided. Under all other circumstances bidder to provide on-site support only.
- 11.12) The OEM must provide technical support. The OEM must provide the dedicated login credentials to Bank with highest level permissions to search knowledge base, downloading

of the patches, documents and to manage the device. Bank should be able to raise tickets directly to OEMs.

- 11.13) Bank should have a facility to log a call using web interface wherein all the support contract details should be linked. This interface should provide the incident number for monitoring the progress of the call/support ticket. The Bank should also have flexibility to log the calls using either emails/telephone also.
- 11.14) The OEM should have a comprehensive known error database or knowledge database in the form a web access which is accessible to Bank team for resolving first level issues. This is not a local database maintained to track incidents. This repository is the knowledge base of all the incidents resolved worldwide by the successful bidder support teams.
- 11.15) The AMC/ATS may be terminated by the Bank after giving three months' notice in case of deficiency in services. Bank may extend the AMC/ATS term for two terms of 1 year each on same rates and same terms and conditions.
- 11.16) The quoted percentage (%) for AMC and ATS would be applicable for proactive support on 24 x 7 x 365 basis. AMC and ATS would cover all components of the offered appliance/solution/hardware/software without any exceptions.

12. UPGRADES AND UPDATES

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

The solution (software or hardware or both) provided by the successful bidder should not be declared end of sale within 5 years of sign off of the project. If at all the solution (software or hardware or both) is declared end of sale within 5 years of sign off, the successful bidder has to provide the upgraded version (software or hardware or both) free of cost, to the Bank.

13. ONSITE TECHNICAL SUPPORT (OTS)

L2 Support: The successful bidder will ensure onsite availability of one L2 engineer at Head Office level (Both DC & DR) to mitigate any issues in branches with respect to SDWAN edge appliances/solution. The L2 engineer will ensure replacement of appliance/equipment/solution in case of fault/misbehavior in coordination with DC/DR team.

L3 support: The successful bidder will ensure onsite availability of experienced L3 engineers within 2 hours in case of any urgent requirement of the Bank in addition to the existing onsite resident engineer without any extra cost to the Bank, till the time the issue is resolved or the Bank feels so.

The successful bidder has to ensure the following with respect to qualification, experience and background check of the resident engineers & Success full bidder will submit documentary proof for the same to Bank before starting the implementation of the solution:

- a) **Qualification:** The L2/resident engineer should hold a degree in B.E/ B.Tech in Computer Science/Electronics engineering/Information technology or MCA or M.Sc.(IT) or equivalent. The L2 engineer must also hold relevant certification from the OEM for the solution offered by the successful bidder at the time of his deployment in the Bank.

- b) **Experience:** Resident engineers should have minimum 2 years of hands on experience in administration of the Solution. Proper experience certificate obtained from the client, to be submitted at the time of deployment of resident engineers in the Bank. Certification from the OEM to be submitted at the time of payment request for onsite engineer charges.
- c) **Background check:** Successful bidder has to conduct proper background check of the resident engineers and should submit BGV (background check verification document) to the Bank during their deployment in the Bank.

A. Onsite support during implementation

The resident engineers have to perform the below mentioned (but not limited to) duties pertaining to the solution:

1. The Successful bidder has to ensure the availability of requirements of engineers (as per qualifications defined by the Bank mentioned) at Bank's Data Center and if required, at DRS for setting up and administration of the solution during office hours (9 am to 6 pm) on all 7 days of the week till sign off.
2. The OEM's technical/implementation team should be an active part of the NAC implementation team and should remain onsite throughout the solution implementation/project sign off, which should be provided without any additional cost.
3. During the implementation, the performance or security of the existing network setup should not be compromised.
4. Onsite support during implementation will be applicable at both DC & DR sites.
5. Overall management of the complete SDWAN solution such as refinement of policies, creation of policies, configuration optimization or any changes/modifications to be done for enforcing Bank's policies, etc.
6. Informing the Bank about the latest patches, OS/application versions, updates, signatures, etc. as and when released by the OEM and evaluating and applying the same as per their applicability in the Bank's environment as per Bank's policies/requirements.
7. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc. Reporting abnormalities to the Bank as and when observed/occurred.
8. Preparing and submitting regular reports as and when required by the Bank.
9. Troubleshooting day to day issues, faced by end users, pertaining to SDWAN solution in coordination with Bank's Network integrator, security integrator, or other relevant teams/vendors.
10. Call logging and follow-up with the OEM or the successful bidder's support mechanism and escalation for resolution of all types of hardware, software, solution or application related issue for the solution.

11. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security vendors of the Bank.
12. Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.
13. Keep back up of log, configuration, data etc.
14. Bidder should have Toll Free no facility on 24*7*365 basis

B. Post implementation onsite support

Deployment of onsite resources: The Successful bidder has to ensure the availability of two L2-level resident engineers at each location i.e. Bank's Data Center & DRS (cost will be decided as per reverse auction) for administration, operations, management and all activities related to the solution during office hours (9 am to 9 pm) on all working days of the week as well as beyond office hours or on holidays, whenever asked, at no extra cost to the Bank during the contract period.

The resident engineers stationed at Bank's Data Center will be exclusively for this project and cannot be shared by the bidder for any other purpose during contract period. Granting leave/ absence to the engineers posted at our site, should be with prior intimation to the Bank and suitable replacement should be arranged in his/her absence without fail. The resident engineers have to perform the below mentioned (but not limited to) duties pertaining to the solution:

1. After implementation the Successful bidder has to ensure the availability of two resident engineers for 12 months from the date of signoff of L2 level during office hours (9 am to 6 pm) at Bank's Data Center and if required at another site at no extra cost to the Bank for administration, operations, management and all activities related to the solution on all working days of the week as well as beyond office hours or on holidays, whenever asked or needed.
2. The resident engineers stationed at Bank's Data Center will be exclusively for this project and cannot be shared by the bidder for any other purpose during contract period. Granting leave/ absence to the engineers posted at our site, should be with at least 2 days' prior intimation to the Bank and suitable replacement should be arranged in his/her absence without fail. Penalty may attract if engineers are absent.
3. Post implementation support at another site will be provided by resident support engineers remotely from DC, or visit to that site in case of need, without any extra cost.
4. Preventive maintenance of devices/ solution should be performed on quarterly basis at all location for which SD-WAN solution is bought. Yearly preventive maintenance must be done by OEM and report of the same shall be provided to Bank.
5. Overall management of the complete SD-WAN solution such as refinement of policies, creation of policies, creation of VMs, Migration of VMs, configuration, optimization or any changes/modifications to be done for enforcing Bank's policies,

updates/maintenance patches/bug fixes (available from the original software successful bidder) for system software & firmware patches/bug fixes, if any, for hardware & Software etc.

Further, SD-WAN onsite support resource will also assist in installation of OS & database along with Migration of Applications & Migration of Databases, wherever desired by Bank.

6. Overall management of the complete SDWAN solution such as refinement of policies, creation of policies, configuration optimization or any changes/modifications to be done for enforcing Bank's policies, etc.
7. Informing the Bank about the latest patches, OS/application versions, updates, signatures, etc. as and when released by the OEM and evaluating and applying the same as per their applicability in the Bank's environment as per Bank's policies/requirements.
8. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc. Reporting abnormalities to the Bank as and when observed/occurred.
9. Preparing and submitting regular reports as and when required by the Bank.
10. Troubleshooting day to day issues, faced by end users, pertaining to SDWAN solution in coordination with Bank's Network integrator, security integrator, or other relevant teams/vendors.
11. Call logging and follow-up with the OEM or the successful bidder's support mechanism and escalation for resolution of all types of hardware, software, solution or application related issue for the solution.
12. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security vendors of the Bank.
13. Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.
14. Keep back up of log, configuration, data etc.
15. Bidder should have Toll Free no facility on 24*7*365 basis
16. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc., monitoring of communication/proper working of the solution with various integrated applications like Active Directory, Anti-Virus, SIEM, ATP, VA/PT tool, etc. monitoring the threshold of devices' utilization with respect to number of users, concurrent connections, etc. and reporting the same to the Bank on daily basis. Reporting abnormalities to the Bank as and when observed/occurred.

17. Maintaining the inventory of all nodes, VMs etc. connected throughout the Bank's network (managed through Central Management Console) along with device IP address, MAC address, present location, switch IP and switch port numbers used for connectivity, type of devices connected, etc.
18. Preparing and submitting reports as per the requirement of the Bank. Reports will include daily health monitoring and other statistical reports. If any report is available out of the box then engineer has to customize the same as per the Bank's requirement with no extra cost. Engineer may take support from its Backend team and/or OEM if required.
19. Troubleshooting day to day issues, faced by end users, pertaining to proposed solution in coordination with Bank's Network integrator, security integrator, desktop management team or other relevant teams/vendors.
20. Call logging and follow-up with the OEM or the successful bidder's support mechanism and escalation for resolution of all types of hardware, software, solution or application related issue for the solution within the Turn-around-time.
21. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security vendors of the Bank.
22. Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.
23. The successful bidder will ensure onsite availability of experienced L3 engineers of OEM in case of any urgent requirement of the Bank in addition to the existing onsite resident engineer without any extra cost to the Bank, till the time the issue is resolved. Complete RCA should be provided to Bank by OEM, in such Cases.
24. All duties mentioned in RFP (but not limited to mentioned in RFP pertaining to the proposed solution) will be performed for 12 months' post Implementation i.e. 12 months from sign-off, without any extra cost to the Bank. And after this period, if Bank avails services of additional OTS, he will also perform all duties mentioned in RFP (but not limited to mentioned in RFP pertaining to the proposed solution), at no extra cost to the Bank during the contract period, except cost arrived after reverse auction for additional OTS.
25. The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The onsite engineers/representative deployed by the successful bidder will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Successful bidder.

14. PENALTY CLAUSE

A-Total Hardware Cost

B-Total Software Cost including all required licenses

C-Implementation Cost including integration

14.1 Penalty due to delay in Services

| S.N | Item | Expected Timeline | Penalty | Max. Penalty |
|-----|--|---|----------------------------------|--------------|
| 1 | Delivery of Complete Solution including hardware | Within 6 weeks from the date of Purchase Order | 1% of (A+B) for every week delay | 10% of (A+B) |
| 2 | Complete Implementation | Within 12 weeks from the date of delivery or Within 18 weeks from Purchase Order, whichever is earlier. | 1% of (B+C) for every week delay | 10% of (B+C) |

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

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

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

SLA will be monitored on Monthly basis.

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

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

14.3 Penalty due to Downtime or due to performance below the expected Turnaround time of any application integrated with the Solution, which may impact Banks business for Edge Device

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

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

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

14.4 Penalty due to erroneous behavior of the Solution

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

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

During the Implementation period and 1 year post implementation- In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.5% of the Implementation cost, for each day, upto a maximum of 10%.

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

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

Penalty as in 14.1, 14.2, 14.3, 14.4 & 14.5 can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All the five types of penalties can be levied upto their maximum limit simultaneously.

15. LIQUIDATED DAMAGES

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

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

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

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

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

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

16. TRAINING

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

17. 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.

18. CANCELLATION OF PURCHASE ORDER

18.1) At HO Level (Both DC & DR):

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

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

18.2) Other than HO Level (for Edge Devices):

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.

19. 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.

20. 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)**.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

22. 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 (Vendor) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

23. 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.

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

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

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION.

We submit our Bid Documents herewith.

We understand that

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

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ELIGIBILITY CRITERIA OF THE BIDDER

| S. n. | ELIGIBILITY CRITERIA | SUPPORTING DOCUMENTS TO BE SUBMITTED | COMPLIANCE (YES/NO) |
|-------|---|---|---------------------|
| 1. | The bidder should be registered with Registrar of companies/firms in India for at least 5 years. | Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India. | |
| 2. | The Bidder must have successfully implemented SD-WAN solution with minimum 500 edge devices of same OEM (both for SD-WAN software & underlying Hardware) which bidder is offering to our Bank in at least one PSU/ Government Organizations / BFSI / Private Sector with minimum turnover of Rs. 10,000 Crores in India, during last three years as on date of publishing the advertisement of the RFP in newspapers. | Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI. OR Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed OR Copy Of Work Order along with Installation Certificate signed & stamped by the Client OR | |
| 3. | The OEM must have Supplied offered SD-WAN solution with minimum 1000 edge devices each in Two PSU/ Government Organizations / BFSI / Private Sector with minimum turnover of Rs. 10,000 Crores in India, during last three years as on date of publishing the advertisement of the RFP in newspapers. | Copy of Work Order along with any other proof of execution. (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) | |
| 4. | The bidder should have Support center at any three cities from following five cities: Delhi/NCR, Mumbai, Bengaluru, Chennai & Kolkata. OEM of proposed hardware of SD-WAN Solution should have at least one Service Support center in India. Also, OEM of proposed hardware of SD-WAN Solution must have minimum 3 Spare warehouses/Logistic Centers in India. | Bidder & OEM has to provide Undertaking as per Annexure-XV with Full details (Contact person Name, Address, Contact Number etc.) for same. Bank reserves the right to visit these sites, if required. | |
| 5. | The bidder should be the Original Equipment Manufacturer (OEM) of the SD-WAN Solution or its authorized representative in India | In case of authorized representative, MAF from OEM of the Solution as per Annexure-Xa in their letter Head needs to be provided. | |

| | | | |
|-----|--|---|--|
| | | <p>(Name, designation, contact no & official mail id of the signing authority must be clearly mentioned in the MAF.)</p> <p>In case the bidder is itself the OEM, undertaking as per Annexure-Xb on their company's letter head should be provided.</p> <p>MAF from OEMs of other components is also required.</p> <p>(Bidder is also to provide documentary evidence that the person signing Annexure Xa (MAF) is authorized to issue such letters / certificate on behalf of company)</p> | |
| 6. | <p>The bidder should have a minimum turnover of INR 50 crores (Rupees Fifty crores) per annum for the past 3 financial years (2016-17, 2017-18 and 2018-19) from their Indian operations/ services from sale of Networking Solutions & Network Equipment's.</p> <p>The bidder should have positive net worth during the last three financial years (2016-17, 2017-18 and 2018-19).</p> | Provide CA Certificate as per Annexure-IX and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification. | |
| 7. | The bidder should not be involved in any litigation which threatens solvency of company. | Certificate is to be provided by the chartered accountant/statutory auditor, as per Annexure- VII | |
| 8. | Bidder should not have been black listed by the Government / Government agency / Banks / Financial Institutions in India during last 3 years. Self-Certificate/Undertaking is to be provided. | Undertaking to be provided as per Annexure-VIII | |
| 9. | TECHNICAL SPECIFICATIONS (Annexure-XI) | Technical Specifications (Annexure-XI) must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder. | |
| 10. | Complete BOM of Offered Solution (Both hardware & Software) | Complete BOM of Offered Solution (Both hardware & Software) to be provided as per Annexure-XVI. | |

| | | | |
|-----|---------------------------------------|---|--|
| | | BOM must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder. | |
| 11. | Labour Law Compliance | Undertaking to be submitted as per ANNEXURE- XVII | |
| 12. | Escalation Matrix (Both OEM & Bidder) | Escalation Matrix of both Bidder & OEM to be submitted as per ANNEXURE- XVIII | |

NOTE:

1. Only the OEM or its authorized representative in India having IP Rights of Customization can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Item/hardware/appliance/devices/Solution of Original Equipment Manufacturer (OEM) is being quoted in the tender through its authorized representative, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
9. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
10. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
11. Bidder is also required to substantiate whether the person signing the document from his Company and from OEM Company is authorized to do so on behalf of his/OEM's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from OEM Company, may make the bid liable for rejection.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:
Telephone No.:
Seal of Company:

BIDDER'S INFORMATION

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

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing 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 SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF
SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION**

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 SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION**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 SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF
SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION**

We M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

TURNOVER CERTIFICATE

Reg.: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION

To be provided by Statutory Auditor/Chartered Accountant

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

| Financial Year | Turnover (in Rs.) | Net Profit/Loss (in Rs.) | Net Worth (in Rs.) | Turnover from their Indian operations/ services from sale of Networking Solutions & Networking Equipments (in Rs.) |
|-----------------------|--------------------------|---------------------------------|---------------------------|---|
| 2016-17 | | | | |
| 2017-18 | | | | |
| 2018-19 | | | | |

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)

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

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

Sir

Reg.: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION

We hereby submit the following:-

1. We, M/s _____ are the OEM of _____ (Name of the product/Solution/Hardware), being offered to Punjab National Bank through M/s _____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.
2. We, M/s _____ have the IP (Intellectual property) rights for the products being offered to Bank.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____
4. In case the bidder i.e. M/s _____ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
5. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
6. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT asset including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace the same with new one.
7. We take complete Ownership of the complete solution (Hardware & Software) being offered to Bank by M/s _____ (Bidder's Name).

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

UNDERTAKING FOR BEING the OEM of the OFFERED SOLUTION

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

Sir

**Reg.: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF
 SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION**

We hereby submit the following:-

1. We, M/s_____ are the OEM of _____(Name of the product/Solution/Hardware), being offered to Punjab National Bank through M/s _____(Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.
2. We, M/s _____ have the IP (Intellectual property) rights for the products.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT Hardware including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.
6. We take complete Ownership of the complete solution (Hardware & Software) being offered to Bank by M/s _____(Bidder's Name).

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

TECHNICAL SPECIFICATIONS

| SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) TECHNICAL SPECIFICATIONS | | |
|---|---|-------------------------|
| Sr. No | Minimum Technical Specification | Compliance (Y/N) |
| 1 | The network should be implemented as true software defined network architecture with a centralized control plane. | |
| 2 | The solution components should include Centralized Software Defined Network Controller(Analytic engine, Hub/gateway, Reporter etc.) device running in central locations and edge devices running in the remote branch locations. | |
| 3 | The system should allow management of networks as software-defined network (SDN) with control plane and Data plane. Control Plane: Control plane is responsible to maintain centralized routing table, controls route advertisement as per policy, creates end to end segments on network, instruct data plane to change traffic flow as per policy. Data Plane: Data plane is responsible to forward traffic in encrypted tunnels, apply local policy like QoS (Quality of Service) for every tunnel, ACL etc. | |
| 4 | All Devices/Hardware of the proposed solution must be Rack Mountable with Dual Power Supply for DC, DR or any other centralized location. For other locations, Supplied Device/Hardware with rack mountable and single/dual power supply. | |
| 5 | All communication between centralized system (controllers/solution) and edge device should be encrypted with strong AES algorithm and all communication between edge to edge is also encrypted. | |
| 6 | All components of solution (edge devices/DRS and other locations) must be controlled by centralized controller/management device. | |
| 7 | The WAN path Selection at the branch locations should be based on the near real time analytics of the WAN Links Capacity & Quality (Packet loss, Latency & Jitter) and health parameters. SD-WAN solution should support traffic forwarding on wan links based on SLA. | |
| 8 | The selection of WAN links to anchor the traffic flows for application traffic should be dynamic and policy driven. i.e application based policy can be defined as per Bank's policy. | |
| 9 | It should be possible to have control and data communication as per defined policy. | |
| 10 | The SD-WAN should be able to load balance across multiple links simultaneously and leverage the secondary link for spill-over if the bandwidth required for one session exceeds the available bandwidth on the best link. This lets high bandwidth applications have as much bandwidth as they need to perform optimally. | |
| 11 | The SD-WAN should support SNMP V3 and/or Telemetry & NTP for monitoring and reporting purpose | |
| 12 | The SD-WAN should support QoS per tunnel (Dynamic/Static) based features on edge and Hub/centralized devices. | |

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| 13 | The SD-WAN solution must be able to apply QoS policies to all the traffic seen in network including TCP, UDP and other non-TCP/UDP traffic types. | |
| 14 | The SD-WAN should support 802.1x, sub-interface | |
| 15 | The SD-WAN should support IPv4 & IPv6 dual stack from day one. | |
| 16 | Solution should support all features for IPv4 and IPv6. | |
| 17 | Should support NTP, SNMPv3, DHCP relay, syslog, SSH, NAT/PAT, 802.1Q, sub-interface. SD-WAN devices should support should support PAP/CHAP based/any other industry standard authentication for 4G/4G LTE mode of connectivity. And also support static & dynamic routing protocols – OSPF & BGP etc. | |
| 18 | It should possible to create end to end segmentation within network where traffic in different segment will be separated at layer 3 level. Segmentation should be done from central controller. Branch devices should support minimum 64 segments and DC/DR devices should support minimum 256 segments. | |
| 19 | The system should create keys to encrypt traffic in the link. | |
| 20 | The system should allow automated/ time based and policy driven refresh of the encryption key per virtual private network. | |
| 21 | Provision for Simulation: For impact analysis of control and data traffic at end devices. | |
| 22 | The system should allow automatic/dynamic encrypted tunnels creation (without any manual configuring) between branch devices to enable branch to branch communication (Full Mesh/Partial Mesh). | |
| 23 | The system should allow automatic/dynamic tunnels to be created without manually configuring branch devices to Hub locations. | |
| 24 | The system should allow for multiple hub destinations (at least 10 active Hub sites) to be created for application specific traffic using a policy defined for it. Traffic destined for a particular hub must be directly routed towards that hub only. | |
| 25 | The system should be automatically able to retrieve the network LAN information without running any separate peering protocols like BGP, OSPF on overlay WAN | |
| 26 | The system should ensure that any change in physical connectivity (change in service provider or IP address) does not require any change in virtual private network configuration in the controller or physical device at location. | |
| 27 | The system should support GRE, IPSec encapsulation | |
| 28 | The system should support the following authentication algorithms for Data Integrity: | |
| | a. SHA-512 | |
| | b. SHA-384 | |
| | c. SHA-256 | |
| 29 | The system should support the following encryption algorithms for Data Security | |
| | a. AES-256 | |
| | b. Any other FIPS approved encryption | |
| 30 | The Central components of SD-WAN including but not limited to Orchestrator, Controller, Analytic engine, Hub/gateway, or any other component should be scalable to support for 5000 edge devices from day 1 and should also be scalable (horizontally or vertically) in case Bank's | |

| | | |
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| | decides to increase the number of edge devices in future. Additional hardware to cater future required shall be added later as per discretion of Bank. Solution should be capable to scale as per Bank's requirement. | |
| 31 | Controller should be configured in such a way that addition/reduction of branch devices shall not have any configuration changes in Central Controller/Devices. Prototype defined controller. | |
| | Network Performance, Traffic Management & Path Steering | |
| 32 | The system should be able to select the optimum path based on the network parameters like Latency, Jitter, packet loss and network capacity. | |
| 33 | The system should be able to prioritize business critical applications and should prioritize this traffic over others during congestion. | |
| 34 | The system should support end-to-end packet classification, marking, and bandwidth allocation. | |
| 35 | The system should always ensure granularity at a flow level while steering traffic to a given path. | |
| 36 | The system should allow various traffic load balancing requirement like between equal and unequal bandwidth links, application flow via specific link only etc. | |
| 37 | The system should employ a centralized policy driven traffic management to steer traffic. | |
| 38 | The system should ensure that the session is not impacted when switching between paths | |
| 39 | The system should be able to provide a local internet break out at branch end for specific set of applications as configured in the policy while rest of internet bound applications are destined towards centralized hub. | |
| 40 | The system should load balance the network traffic on per packet and/or per session based on the requirement of the Bank. | |
| | Authentication, Authorization and Accounting (AAA) and Security | |
| 41 | The central management system should authenticate and authorize every administrator/user accessing the Central/branch device using the central authentication solutions such as RADIUS/TACACS+/AAA server. | |
| 42 | All the admin activities should be logged and stored for audit purpose in a separate component like Reporter/Reporting Server. | |
| 43 | Solution should be sized for storage of logs for minimum 90 days. Further historical logs should also be available on backup media for contract period. SI has to provide required backup solution along with tape media. Logs should be easily separable in Admin logs and other logs. | |
| 44 | Proposed Solution must have following security features : | |
| | a) Firewall | |
| | b) IPS | |
| | c) Anti-Virus | |
| | d) URL filtering | |
| | Should be managed centrally. Devices includes both Central and edge devices. | |
| 45 | The solution should be able to integrate with Security Information and Event Management (SIEM) solution to log forwarding. Should be able to integrate with RSA/SNMP trap receiver etc. | |

| | | |
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| 46 | The Solution should be able to upgrade each device location to from central device. | |
| 47 | The SD-WAN should support DDoS mitigation functionality and protect DDOS attack like UDP Flood, Ping of Death etc. | |
| 48 | SD-WAN devices should have authentication and authorization only with the pre-configured Controller/Management server/Management Console which is placed in DC/DR. | |
| 49 | SD-WAN devices should have capability to white-list devices (i.e. PC, NW Switch, ATM, Kiosk etc.) MAC IDs available in the LAN at respective location and SDWAN device should not allow access to any unrecognized/unknown MAC ID(s). The control/management of MAC-ID white-listing and MAC-ID repository should be at central controller. | |
| | Visibility, Analytics, Monitoring & Reporting | |
| 50 | There should be one single centralized management console for SD-WAN solution irrespective of number of controllers, orchestrator, analytics, or any other end devices installed to match Bank's scalability requirement, besides QoE metrics, it should also provide analysis on various parameters. | |
| 51 | The system should provide a mechanism to monitor the performance for Links | |
| 52 | The system must be able to monitor ISP link parameters like link quality, link usage and link congestion and should be able to provide historical data on the same for a period of minimum 30 days | |
| 53 | The system should support application-level monitoring and traffic control to improve business-critical application performance, besides QoE reporting. | |
| 54 | The system should be able to track the reliability and performance of WAN links besides its uptime. | |
| 55 | The system should have the ability to provide visualization of traffic flows | |
| 56 | The system should support the ability to automatically detect applications, report the application traffic, and allow for marking and filtering via policy. For example : Voice and Video traffic. | |
| 57 | The system should allow to create/define custom application based on various parameters including but not limited to IP address, Port, etc. | |
| 58 | The system should be able to gather application and flow information | |
| 59 | The system should show real time traffic on Web GUI interface | |
| 60 | The system should support customized role based management (For ZO/CO wise dashboard – Read only) | |
| 61 | The SD-WAN should have GUI (Graphical User Interface) for Report Generation. Customization with no additional cost. | |
| 62 | The SD-WAN controller should contain single dashboard which includes all other device status like CPU, Link status, event logs etc. of all edge devices on search basis. | |
| 63 | The SD-WAN should support granular Real-Time/near real time Monitoring predictive analysis and Historical Reporting like: | |
| | a) Statistic bandwidth usage of available links | |
| | b) Network statistics, including continuous performance monitoring of loss, latency, jitter, and packet ordering for all network paths and link utilization | |
| 64 | The SD-WAN should be able to generate report for | |

| | | |
|----|---|--|
| | a) Traffic statistics of all the included path | |
| | b) Specific application utilization | |
| | c) Path performance | |
| 65 | The software defined controller must be able to monitor, and report top 10 applications by usage across all branch locations, in a branch location along with the data rate and flow usage. This data must be stored by the controller for a minimum of 30 days. | |
| 66 | The administration should be able to drill down these reports for troubleshooting. For e.g. application accessed by specific users along with bandwidth consumed during defined amount of time. | |
| | Management & Orchestration | |
| 67 | The system should support a centralized single plane of management system to allow device configuration, policy provisioning, software updates and assurance capabilities for all component | |
| 68 | The Solution should have simplified orchestration (Controller- Central server) which should be placed in DC and DR site in HA for provisioning, automation to control and to push configuration for all the devices with minimum touch at edge devices. | |
| 69 | The solution should support management Web GUI administration interface. CLI capability needs to be enabled wherever available. | |
| 70 | Central Management Console to be provided in DC & DR or hub location in HA. Both DC and DR SD-WAN controllers should be in active-standby mode and active-active mode as per Bank's requirement, | |
| 71 | The DC and DR management console should have the capacity and should also be scalable (horizontally or vertically) in case Bank's decides to increase the number of edge devices in future. The same should be demonstrated with at least one orchestration instance during the implementation. | |
| 72 | The system should provide a dashboard that provides state of solution (Online, Offline, Not connected) | |
| 73 | The system should support Zero Touch provision/minimum touch provisioning for Rapid site provisioning, Rapid deployment of new policies, configuration in a way that is secure and offers high performance. | |
| 74 | The system should be able to notify external systems of events such as faults/alarms as Syslog messages, SNMP (SNMPv3) traps. | |
| 75 | The system must be able to send e-mail / SMS notification for events and alerts. The valid email addresses and numbers for receiving the SMS notifications should be configurable centrally. The system should be able to notify alerts. | |
| | Enforcement Policy | |
| 76 | The system should support centralized application of policies network wide or across subset of branch locations from the centralized software defined network controller. | |
| | Provisioning & Deployment | |
| 77 | The system should allow for plug and play installation of branch devices without requiring any manual configuration (Zero touch deployment) or minimal manual configuration at the remote location. | |
| 78 | The system should allow for modular upgrade of the software running on the branch devices from the centralized software defined network controller in | |

| | | |
|----|--|--|
| | order conservatively use the bandwidth at the remote branch locations for software upgrades | |
| 79 | The system should be available and running when the software is being downloaded in to the branch device from the central software defined controller. | |
| 80 | The system should support software rollback with version controls. | |
| 81 | The system should allow for the automatic failover of the VPN tunnels to the disaster recovery data centre from the branch if the data centre is not reachable from the branch location or if the WAN connectivity to the Data Centre is down or if the application hosted in the data centre is not accessible. | |
| 82 | DC and DR architecture for SDWAN solution should be designed in redundant mode | |
| | Additional Points | |
| 83 | The software defined network controller must have REST APIs available for 3rd party integration or integration with custom automation tools | |
| 84 | All the functionality and feature license should be pre-installed and should be enabled on implementation. | |
| 85 | The SD-WAN solution should be supported by the OEM on 24X7X365 via Technical Assistance Center (TAC). | |

| Hardware Specification | | |
|------------------------|---|------------------|
| Branch Type A | | Compliance (Y/N) |
| 1 | The proposed solution should support min. fixed 6x10/100/1000 RJ-45 Ports and It should have option to change the role of these ports using solution configurations and without re-imaging the software. | |
| 2 | The solution should support minimum 2 USB ports (i.e. USB 2.0/3.0 ports). | |
| 3 | Proposed solution must support all types of WAN links including Serial V.35 with integrated or external connectors if required. External connectors if required are the integral part of the solution and Bidder has to maintain Integrated Warranty and AMC with supplied hardware/device. | |
| 4 | The Edge device should support minimum 10 Mbps encrypted throughput. | |
| 5 | SDWAN solution should support the terminating broadband, Internet Lease line, LTE , MPLS, RF , VSAT, Lease Line. | |
| 6 | The solution should support VLAN tagged packet transmission and receive over WAN as well as LAN interfaces. | |
| 7 | The spare RJ-45 ports shall have functionality to be used as a Switching module (Normal switch ports having 802.1x facility) | |
| Branch Type B | | |
| 1 | The proposed solution should support min. fixed 8x10/100/1000 RJ-45 Ports. | |
| 2 | The solution should support minimum 2 USB ports (i.e. USB 2.0/3.0 ports). | |
| 3 | Proposed solution must support all types of WAN links including Serial V.35 with integrated or external connectors if required. External connectors if required are the integral part of the solution and Bidder has to maintain Integrated Warranty and AMC with supplied hardware/device. | |
| 4 | The Edge device should support minimum 100 Mbps encrypted throughput. | |

| | | |
|-------------------------------|---|--|
| 5 | SDWAN solution should support the terminating broadband, Internet Lease line, LTE , MPLS, RF , VSAT, Lease Line. | |
| 6 | The solution should support VLAN tagged packet transmission and receive over WAN as well as LAN interfaces. | |
| 7 | The spare RJ-45 ports shall have functionality to be used as a Switching module (Normal switch ports having 802.1x facility) | |
| Branch Type C | | |
| 1 | The proposed solution should support min. fixed 10x100/1000 M RJ-45 Ports and It should have option to change the role of these ports using solution configurations and without re-imaging the software. | |
| 2 | The solution should support minimum 2 USB ports (i.e. USB 2.0/3.0 ports). | |
| 3 | Proposed solution must support all types of WAN links including Serial V.35 with integrated or external connectors if required. External connectors if required are the integral part of the solution and Bidder has to maintain Integrated Warranty and AMC with supplied hardware/device. | |
| 4 | The Edge device should support Upto 5Gbps encrypted throughput. | |
| 5 | SDWAN solution should support the terminating broadband, Internet Lease line, LTE , MPLS, RF , VSAT, Lease Line. | |
| 6 | The solution should support VLAN tagged packet transmission and receive over WAN as well as LAN interfaces. | |
| Data Centre HUB/Device | | |
| 1 | The proposed solution should support min. 10x10/100/1000 RJ-45 Ports, 4x10G SFP and The solution should have option to change the role of these ports using solution configurations and without re-imaging the software. | |
| 2 | The Edge device should support Minimum 10 Gbps encrypted throughput. | |
| 3 | Devices should support Active - Active and Active - Passive HA. | |
| 4 | Devices should support the terminating broadband, ILL, MPLS. | |
| 5 | SDWAN solution support all WAN links together at same time. | |
| 6 | The solution should support minimum 2 USB ports (i.e. USB 2.0/3.0 ports). | |
| 7 | The solution should support VLAN tagged packet transmission and receive over WAN as well as LAN interfaces. | |

Yours faithfully,

Signature of Authorized Signatory (of OEM)

Name of Signatory:

Designation:

Date:

Place:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Signature of Authorized Signatory (of Bidder)

Name of Signatory:

Designation:

Date:

Place:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Note: Technical Specifications must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder.

Performa for Indicative Commercial OfferRFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION.

Table-A

| Hardware Items | | | | | | |
|----------------|---|---------------|---------------------------|--------------------|--|-------------------------------|
| Sr. No. | Items | Unit Cost (A) | Multiplication Factor (B) | Total Cost (C=A*B) | AMC cost in percentage Per Year (5 to 10 % of unit cost) (D) | Grand Total (E=C+DxB*4 years) |
| 1. | SD WAN Central Devices (Controllers and Mangers) & Data Hub for DC & DRS (HA mode at both the locations) including software, if any, inclusive of all IO pluggable and power modules (As per the Technical specifications & scope of work mentioned in RFP) with three years warranty | | 01 | | | |
| 2. | Five thousand (5,000) SD WAN Edge Devices for Branch Type A including software, if any, inclusive of all IO pluggable and power modules (As per the Technical specifications & scope of work mentioned in RFP) with three years warranty & with implementation | | 01 | | | |
| 3. | Thirty (30) SD WAN Edge Devices for Branch Type B including software, if any, inclusive of all IO pluggable and power modules (As per the Technical specifications & scope of work mentioned in RFP) with three years warranty & with implementation | | 01 | | | |
| 4. | 15 SD WAN Edge Devices for Branch Type C inclusive of all IO pluggable and power modules (As per the Technical specifications & scope of work mentioned in RFP) with three years warranty & with implementation | | 01 | | | |
| 5. | Total of Hardware Items (1+2+3) | | | | | |
| Other Items | | | | | | |

| Sr. No. | Items | Unit Cost (A) | Multiplication Factor (B) | Total Cost (C=A*B) |
|---------|--|---------------|-------------------------------|--------------------|
| 6. | Implementation Cost and other onetime cost if any for Item Mentioned at Sl. No. One | | 1 | |
| 7. | Post implementation Onsite Technical Support Cost of L2 resource (man year charges) (as and when required) | | 24 (4 L2 Engineers * 6 Years) | |
| 8. | Total of Other Items(5+6+7+8+9) | | | |
| 9. | Total of Table-A (4+10) | | | |

NOTES:

- For the items mentioned at Sl. No. 2, unit cost of each device will be arrived by dividing the unit cost given in column naming "Unit Cost (A)" by 5,000.
- For the items mentioned at Sl. No. 3, unit cost of each device will be arrived by dividing the unit cost given in column naming "Unit Cost (A)" by 30.
- For the items mentioned at Sl. No. 4, unit cost of each device will be arrived by dividing the unit cost given in column naming "Unit Cost (A)" by 15.
- 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.
- Any column left blank by the bidder will result in disqualification of the bid.
- AMC/ATS should be quoted in the specified range only. If quoted lower or beyond the specified range, it will automatically be recalculated. eg. in case AMC is quoted lower than 5% it will be recalculated at 5% and if quoted higher than 10% it will be recalculated at 10%.
- L1 cost will be decided as per total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
- 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 entire contract period, at the unit rate finalized after Reverse Auction.
- Bank is not bound to place any minimum order for any item. The quantity will also be as per requirement.

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 AGREEMENT

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 it's 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-rajksingh@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. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
5. 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.
6. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
7. 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 SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION.**

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

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

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

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

"Notwithstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs _____ Rupees (in words _____).

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

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

_____ Day of _____ 2020 at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

**UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER & SPARE WAREHOUSES/
LOGISTIC CENTERS IN INDIA BEING THE OEM OF THE OFFERED SOLUTION**

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

Sir

**Reg.: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF
SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION**

We hereby undertake the following: -

1. We, M/s_____ are the OEM of _____(Name of the product/Solution/Hardware), being offered to Punjab National Bank through M/s_____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.

2. We have Service Support center* in India at following locations:

| Sl. No. | Full Address | Contact person Name | Designation | Contact Number |
|---------|--------------|---------------------|-------------|----------------|
| 1 | | | | |

3. We have Spare warehouses/Logistic Centers* in India at following locations:

| Sl. No. | Full Address | Contact Person Name | Designation | Contact Number |
|---------|--------------|---------------------|-------------|----------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

*At least details of one Service Support center & 5 warehouses/Logistic Centers to be mentioned.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Complete BOM of Offered Solution/Product/Hardware

| BOM for Offered Solution/Product/Hardware | | | | | | | | | |
|---|---|------|-------|---|-------------------------------|----------------------------|-------------------------------|------------------|-----------------------|
| Sl. No. | Particular | Make | Model | Configuration Details (E.g. No. of Ports, Firmware version, bandwidth support etc.) | Product launch Dt. as per OEM | End of Sale Dt. as per OEM | End of Support Dt. as per OEM | Quantity Offered | Any Other Information |
| 1 | SD WAN Central Devices (Controllers and Mangers) for DC & DRS | | | | | | | | |
| 2 | SD WAN Edge Devices for Branch Type A | | | | | | | | |
| 3 | SD WAN Edge Devices for Branch Type B | | | | | | | | |
| 4 | SD WAN Edge Devices for Branch Type C | | | | | | | | |

| BOM for Offered Software | | | | | | | | | |
|--------------------------|--|-------------------|------------------|--|----------------|------------|-------------------------------|------------------|-----------------------|
| Sl. No. | Particular | Software OEM Name | Name of Software | Product Type (eg. Standard, Enterprise, DataCenter Edition etc.) | Latest Version | Launch Dt. | End of Support Dt. as per OEM | Quantity Offered | Any Other Information |
| 1. | Software for SD WAN Central Devices (Controllers and Mangers) for DC & DRS | | | | | | | | |
| 2. | Software for SD WAN Edge Devices for Branch Type A | | | | | | | | |
| 3. | Software for SD WAN Edge | | | | | | | | |

| | | | | | | | | | |
|----|---|--|--|--|--|--|--|--|--|
| | Devices for Branch Type B | | | | | | | | |
| 4. | Software for SD WAN Edge Devices for Branch Type C | | | | | | | | |

- Other Information Related to any other Item (Please provide in tabular Format)

Yours faithfully,

Signature of Authorized Signatory (of OEM)

Name of Signatory:

Designation:

Date:

Place:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Signature of Authorized Signatory (of Bidder)

Name of Signatory:

Designation:

Date:

Place:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Note: BOM must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder.

Undertaking for Labour Law Compliance

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

Sir

**Reg.: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF
SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION**

We, M/s_____ undertake that we comply with all the applicable clauses of
Labour Law of India as on the date of this undertaking.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Escalation Matrix (Both OEM & Bidder)

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

Sir

Reg.: RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION

We hereby submit the escalation matrix of our organization (M/s _____) for SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) SOLUTION related issues as following:-

| Sl. No. | Escalation Level | Name | Designation | Contact No. | Email ID |
|----------------|-------------------------|-------------|--------------------|--------------------|-----------------|
| 1. | Escalation Level 1 | | | | |
| 2. | Escalation Level 2 | | | | |
| 3. | Escalation Level 3 | | | | |
| 4. | Escalation Level 4 | | | | |
| 5. | Escalation Level 5 | | | | |

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

**Certificate regarding RFP for Supply, Installation, Implementation and Maintenance of
Software Defined – Wide Area Network (SD-WAN) Solution**

(to be provided on letter head by each OEM)

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

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

OEM Name:

Registered Address of the OEM:

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

OEM's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the OEM's Parent Company:

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

**Certificate regarding RFP for Supply, Installation, Implementation and Maintenance of
Software Defined – Wide Area Network (SD-WAN) Solution**

(to be provided on letter head of Bidder)

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

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

Bidder Name:

Registered Address of the Bidder:

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

Bidder's Parent Company &/ Owner/Beneficial Owner Name:

Registered Address of the Bidder's Parent Company:

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Checklist

| Sl. No. | Particulars | Submitted (Yes/No) | Page |
|---------|---|--------------------|------|
| 1. | Proof of RFP Cost | | |
| 2. | Proof of EMD | | |
| 3. | Terms and Conditions (Annexure-I) | | |
| 4. | Undertaking By The Bidder (Annexure-II) | | |
| 5. | Compliance To Eligibility Criteria (Annexure III) | | |
| 6. | Bidders Information (Annexure-IV) | | |
| 7. | Compliance Statement (Annexure-V) | | |
| 8. | Litigation Certificate (Annexure – VII) | | |
| 9. | Undertaking For Non- Blacklisted(Annexure – VIII) | | |
| 10. | Turnover Certificate by CA(Annexure-IX) | | |
| 11. | Manufacturer's Authorization Form (MAF) (Annexure-Xa) (In case Bidder is not OEM) | | |
| 12. | Undertaking for being the OEM of the offered Solution/Appliance (Annexure-Xb) (In case Bidder is OEM) | | |
| 13. | Technical Specifications of the Solution (Annexure – XI) | | |
| 14. | Certificate of Incorporation | | |
| 15. | Audited Balance Sheets & Profit & Loss Statements | | |
| 16. | Integrity Pact (Annexure – XIII) | | |
| 17. | UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER & SPARE WAREHOUSES/ LOGISTIC CENTERS IN INDIA (Annexure – XV) | | |
| 18. | Complete Bill of Material (BOM) (Both hardware & Software) (Annexure – XVI) | | |
| 19. | Undertaking for Labour Law Compliance (Annexure – XVII) | | |
| 20. | Certificate regarding RFP for Supply, Installation, Implementation and Maintenance of Software Defined (ANNEXURE- XIX(a)) : (to be provided on letter head Each OEM) | | |
| 21. | Certificate regarding RFP for Supply, Installation, Implementation and Maintenance of Software Defined (ANNEXURE- XIX(b)) : (to be provided on letter head by Bidder) | | |
| 22. | Power of Attorney and Copy of Board Resolution | | |