

# PUNJAB NATIONAL BANK



**(Open Tender)**

**Request for Proposal (RFP)**

**For**

**Monitoring Tool for Real Time, Web Based  
Monitoring of all terminals viz. ATM & BNA**

*RFP Ref No: HO/DBD/RFP/MT/2022-23/02*

*Dated: 22-04-2022*

Punjab National Bank  
**Digital Banking Division,**  
Corporate Office,  
5<sup>th</sup> Floor, Annex Building,  
Plot No.5, Institutional Area,  
Sector 32, Gurugram-122001

## 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 and is meant only for the entities who are qualified to submit their Proposal (hereinafter individually and collectively referred to as 'Bidder' or 'Bidders' respectively). 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 or un-responsive to the bidding Document and its terms and conditions of the RFP 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: -

- Recipient, Respondent, Bidder means the respondent to the RFP document.
- RFP means the "Request for Proposal" document.
- Proposal, Bid means "Response to the RFP Document".
- Tender means RFP response documents prepared by the Bidder and submitted.
- Vendor means the successful bidder.
- CBS means Core Banking Solution implemented in the Bank.
- DC means Data Centre located at Delhi.
- DR/DRC/DRS means Disaster Recovery Site located at Mumbai
- Purchaser here refers to Bank.
- Sites Means ATM sites, e-Lobby etc.
- Merged entity/amalgamated entity means the entity created post amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India.
- Bank refers to "Punjab National Bank"
- ATM etc. refers all from ATM, BNA, CD, CR etc.

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### GENERAL TENDER DETAILS

<b>RFP of Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM &amp; BNA</b>		
1.	Date of commencement of Bidding Process.	22-04-2022 from 10:00 Hrs.
2.	Last date and time for sale of Bidding Documents	12-05-2022 Till 14:00 Hrs.
3.	Last date and time for receipt of queries from bidders for Clarifications	28-04-2022 Till 14:00 Hrs.
4.	Date & Time of Pre-Bid Meeting	30-04-2022 11:00 Hrs.
5.	Last date and time for downloading of Bidding Documents	12-05-2022 Till 14:00 Hrs.
6.	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	12-05-2022 Till 14:00 Hrs.
7.	Timeline for Bid Re-Encryption	12-05-2022 From 17:01 Hrs. to 13-05-2022 Till 14:00 Hrs.
8.	Timeline for submission of technical supporting document (Hard Copy)	12-05-2022 From 17:01 Hrs. to 13-05-2022 Till 14:00 Hrs.
9.	Date and Time of Technical Bid Opening	13-05-2022 16:00 Hrs.
10.	Place of Submission of Bids	Deputy General Manager Punjab National Bank Digital Banking Division, 5th Floor, Annex Building, Plot No.5, Institutional Area, Sector 32, Gurugram-122001
11.	Place of opening of Bid	Punjab National Bank Digital Banking Division, 5th Floor, Annex Building, Plot No.5, Institutional Area, Sector 32, Gurugram-122001
12.	Address for communication	As above , Tel:- (0124)4176890, 4176882
13.	Cost of RFP	<p><b>Rs. 5,900/- (Rs. 5,000/- + 18 % GST) (Non-refundable)</b> should be submitted <b>online only</b> in favour of Punjab National Bank before last date of bid submission in the following account:</p> <p>IFSC Code : <b>PUNB0015300</b>  Bank &amp; Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001  Account No :0153002200175716 (16 digits)  Imprest Account: HO Digital Banking Division.</p> <p>*MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to</p>

		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.
14.	Bid Security Declaration	All Bidders including MSE (Micro & Small Enterprises) Bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory as per given format in RFP.
15.	Contact for Bidders	Interested Bidders are requested to send the email to <a href="mailto:dbdssarfp@pnb.co.in">dbdssarfp@pnb.co.in</a> containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.

#### NOTE

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

Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).

9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broadband) 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 Second & Fourth Saturday, All Sundays and Bank holidays).
12. Technical Bids will be opened online as well as in physical form but Commercial bid will be opened online only.
13. All the supporting documents of technical bid should be given in physical form and online.



## 1. INTRODUCTION

Punjab National Bank (PNB) is the second largest Public Sector Bank (PSB) of the country with pan India presence of 10,640+ branches, 10,700+ ATMs and 2,550+ BNAs devices as on 31-01-2022. Bank has its Head Office at New Delhi along with its 24 Zonal Offices & 161 Circle Offices across India.

PNB has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Solution (CBS) with Data Centre in New Delhi and Disaster Recovery Site at Navi-Mumbai. The centralized Banking Solution covers all the SOLs (Service Outlets), which are connected to the Data Centre and DRS through an Enterprise Wide Network, which is Two, tier meshed architecture of network. 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. 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.

## 2. BACKGROUND AND PURPOSE OF THE PROJECT:

The Bank is fully computerized and networked in order to achieve the effective and efficient customer services and Back office operations. **Bank invites technically complete and commercially competitive proposals from reputed Supplier/manufactures/Authorised partner for Procurement of Solution of Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA.** This invitation of Bids is open to all Original Equipment Manufacturers (OEMs)/ Authorized partner of OEM having presence in India provided firms fulfill the minimum qualification criteria as mentioned in bid document. In case the bidder is not OEM of the offered solution, then a certificate from OEM certifying that in case the authorized distributor/partner (bidder) is not able to perform obligations as per contract during contract period, the OEM shall perform the said obligations. In such cases, the mandate/authority of the official signing the letter of OEM of offered solution in favour of Bidder company should be clearly specified.

Joint bid will not be accepted by Bank i.e. Two OEM cannot participate with one bidder or two bidders jointly cannot participate with single OEM/multiple OEMs. Only OEM or its Authorized partner or Service provider in India having IP Rights of Customization can bid. If both OEM and its authorized partner bid for the same Solution, both the bids will be rejected. All services should be procured from only one service provider. Bidder cannot take services from more than one service provider. Here Successful bidder need to provide one Front End Solution only for all

services mentioned in the RFP. Bank will not take two solution/Two front ends for any services/any set of services.

The purpose of this RFP is to invite technically complete and commercially competitive proposals from reputed manufacturers/authorized representative/service providers for implementation & management of Procurement of Solution of Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA to monitor the ATM/BNA operations and enhance monitoring of all the self-service terminals of Punjab National Bank, its sponsored RRBs and any of its existing or future subsidiaries / entities or in case of merger with any other organization in future, at various identified Locations as per Scope of Work and Technical & Functional Specifications given in this RFP during the empanelment period.

The successful bidders would be selected, prices would be finalized through this RFP process and an agreement would be entered into with the successful bidder/bidders for entering into rate contract for Procurement of Solution of Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA, **for a period of Five (5) Years** from the date of empanelment letter given by Bank, subject to yearly performance review for satisfactory performance of the Vendor. The tenure of contract shall be extendable on same terms and conditions for a maximum period of two years in two trenches at banks discretion.

Only one Bidder will be shortlisted for the Rate Contract i.e. L1 which will be valid for a period of Five Years.

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**

#### **Broad scope of work as under:**

- Facilitate improving the availability/uptime of ATMs of the Bank to 99.5% by an effective real-time monitoring with details of all downtime.
- Monitoring of ATM/PoS /E-Commerce Transactions by integration with ATM Switch.
- Solution should be capable of monitoring ATM Switch server without any restriction on number of (IBS/MBS/IVR) interfaces/interchanges/ATM nodes/transactions & ATMs.
- Deployment of Solution both at Bank's Data Centre Delhi and Disaster Recovery Centre Mumbai.

**For complete detail of scope of work, kindly refer the annexure- XXIII (Scope of Work).**

## **INSTRUCTIONS 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 required Bidding Documents with required information 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 submitted 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 same shall be rejected.

### **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 is invalid and if the same is found at any stage of bid processing, bid shall be rejected immediately.

### **6. AMENDMENT OF BIDDING DOCUMENTS**

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

### **7. PERIOD OF VALIDITY OF BIDS**

This Bid shall remain valid for 180 days from last date of submission of bid as prescribed by PNB. A bid for shorter period than 180 days shall be considered as invalid and shall be rejected by the bank.

## 8. LATE BID

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

## 9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

## 10. BID SECURITY DECLARATION

All Bidders including MSE (Micro & Small Enterprises) Bidder has to submit the “Bid Security Declaration” on their organizations letter head duly signed and stamped by their authorized signatory as per given format in RFP.

The **Bid Security Declaration** will be forfeited in case of:

- Withdrawal of the bid by a bidder after opening of the bid
- Successful bidder not accepting the purchase order/Signing the contract
- Withdrawal/back out from the commitments by the successful bidder.

## 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:

- a) Technical Bid
- b) 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 on Bidder's letter head duly signed and stamped. Any other documentary proof submitted must be signed and stamped by authorized signatory.

### a) **TECHNICAL BID**

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing “**Technical Bid response against RFP of Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA**” & also online through Bank's e-procurement portal. Unsealed envelopes will not be accepted.

TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical specifications, 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. First of all, the Bid Security Declaration of all bidders will be verified. If any Bid Security Declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document and fulfilling the eligibility criteria 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 all the eligibility criteria and successfully evaluated in the Technical Evaluation Stage as per the terms and conditions of the RFP.

### **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.**

S. 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 on Bank's websites.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit an authorization letter for participation with 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 above URL for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites [www.pnbindia.in](http://www.pnbindia.in) & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system shall be rejected by the system. **The commercial bid should be submitted online only.**

All the Annexure 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 Deputy General Manager  
Punjab National Bank,  
Digital Banking Division,  
5<sup>th</sup> Floor, Annex Building  
Plot No-5, Institutional Area,  
Sector-32, Gurugram 122 001

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 with RFP fees paid receipt.

#### **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 Bank, the bids will be received up to the specified time in the next working day. The Bank 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 Bank 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 Deputy General Manager  
Punjab National Bank,  
Digital Banking Division,  
5th Floor, Annex Building  
Plot No-5, Institutional Area,  
Sector-32, Gurugram 122 001

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> . Hard Copy of Technical Bid will be accepted 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 BANK**

Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank'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 the terms and conditions of the RFP floated by 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 RFP 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. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

The Bank 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, in its sole discretion, 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 Bank's action.

## **20. OPENING OF BIDS**

The Date, time and location of the bid opening will be as per the schedule given in the general tender details. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail and notice on the e-procurement portal. The bids will be opened in the presence of the representatives of the bidders who choose to attend in bid opening meeting. In the event of the specified date of bid opening being declared as holiday for Bank, 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 Bank 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 Bank 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:

- I) 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.
- II) If there is any discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be liable for rejection by the Bank 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 Bank 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 timelines set by the Bank.
4. First of all, the RFP Cost and Bid Security Declaration (if required) of all bidders will be verified. If any RFP Cost & Bid Security Declaration 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 bidders 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 or 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

#### **Award Criteria:**

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 Bank's 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.

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.

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.

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.

In case no bidder turn up for Reverse Auction or Reverse Auction could not be held on the prescribed date and time due to unforeseen circumstances, Bank reserves the right to again conduct the reverse auction with revised base price.

## **25. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)**

Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI,

Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June 2020, Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade letter No. P45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September 2020, letter No. P-45021/102/2019-BE-II-part (1) (E-50310) dated 04.03.2021, letter No. A-1/2021-FSC-Part (5) dated 16<sup>th</sup> November 2021. Salient features are given below:-

**For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

1. “Local content” means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Verification of local content - For same, Bidder to upload a certificate as per **Annexure-XXI** from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder.
2. “Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
3. Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
4. L1 will be decided by the price discovered through Reverse Auction, which will be conducted online. Performa for Indicative Commercial Bid Format is in Annexure-XII. Base price of reverse auction shall be total of mandatory services mention in the performa of Indicative Commercial Bid. Bank shall change the base price approach at the time of process which shall communicated to all technically qualified bidders.
5. In case L1 bidder denies to fulfil the RFP obligations, Bank may invoke Bid Security Declaration letter and blacklist L1 bidder from participation in future RFPs of Bank for a period of 5 year. In such event, Bank at its sole discretion, may award the contract to L2 bidder at discovered price in Reverse Auction, which shall be offered to L3 bidder in case L2 bidders denies to fulfil the RFP obligations In case bidders denies to fulfil RFP obligation, Bank may invoke Bid Security Declaration letter and blacklist bidder from participation in future RFPs of Bank for a period of 5 year.

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 & No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

‘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%.

**Verification of local content:** The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XXI** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered

accountant (in respect of suppliers other than companies) giving the percentage of local content. 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.

## **26. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE**

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

## **27. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The bidder shall not, without the banks prior written consent, make use of any document or information provided by Supplier in Bid document or otherwise except for purposes of performing contract.

## **28. CONFIDENTIALITY**

“Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of the agreement.

All information relating to the accounts of the Bank’s customers shall be confidential information, whether labelled as such or otherwise.

All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.

Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify

the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in the Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further, each party shall ensure that each personnel representing the respective party agree to be bound by the terms of the Agreement.

The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- (i) Where Confidential Information comes into the public domain during or after the date of the Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.
- (iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where any Confidential Information is required to be disclosed pursuant to a requirement a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in respect to taking protective action against such disclosure requirement.
- (VI) Service Provider shall abide with the Bank's IT and Information Security policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.
- (VII) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software / support.
- (VIII) The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under the Agreement.

Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the bank and data gathered from sites which are directly related to any project

under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

The security aspect of the solution / software will be comprehensively reviewed periodically by the Bank, and Service Provider shall carryout modifications / updates based on the security review recommendations on case-to-case basis without any cost to Bank.

## **29. FORCE MAJEURE**

The bidder or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

1. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
2. Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
3. Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
4. Transportation delay due to force majeure or accidents;
5. Strikes, lockouts and sabotages;
6. Riots and civil commissions;
7. Lockdown imposed by Govt, Pandemic declared by Govt and Quarantine restriction imposed by the govt. etc.
8. Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.
9. The said act of force Majeure will not cover cases of commercial hardship.
10. Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.
11. Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.
12. Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.

## **30. NON DISCLOSURE**

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential

information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

1. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
2. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank.
3. 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.
4. That, without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event when 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.
5. 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 the contract.
6. That the successful bidder will strictly maintain the secrecy of Bank's data at all level.

### **31. 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.

### **32. DELAYS IN THE SUPPLIER'S PERFORMANCE**

Performance of the Services shall be made by the supplier in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default. Above clause will be exempted in case of force Majeure.

### **33. GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. In case of failure to resolve the disputes or differences between the parties amicably, the matter may be referred to a sole arbitrator nominated by the bank after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and its amendments thereto. The award made in pursuance thereof shall be binding on the

parties. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.

The bidder shall continue to 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 or until the decision to contrary of the arbitrator or the umpire, as the case may be, has been obtained by Bidder.

The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.

#### **34. VERIFICATION OF REFERENCE INSTALLATIONS**

Bank may, if deemed necessary, conduct verification of reference implementation to satisfy themselves on the performance of the solution/services offered with reference to their requirements.

#### **35. ASSIGNMENTS**

The bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written and express consent. That if the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently entered into at the discretion of Bank or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Bank's prior written consent, 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.

#### **36. SEVERABILITY**

The invalidity, illegality or unenforceability of any provision (in whole or part) of this Agreement in any jurisdiction shall not affect such provision in any other jurisdiction or invalidate or affect the remaining provisions (including in case of partial invalidity, the valid part of the affected provision) of this Agreement.

#### **37. SURVIVAL**

The Parties have expressly agreed that any liabilities or obligations set forth in this contract by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this contract.

#### **38. PATENTS RIGHTS**

The bidder shall indemnify the bank 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.

- a) The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Rights, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- b) The bidder 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 for, including all expenses, court, and legal fees.

- c) The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- d) The bidder shall grant to the bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, and use services (and other software items) provided by the supplier, including all inventions, designs and marks embodied therein in perpetuity.

### **39. INDEMNITY**

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times 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, negligence or/and misconduct 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/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract/SLA. 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 contract period with AMC. 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 compensate/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.

PNB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party services and the bidder shall compensate the bank for any such financial loss arising out of such claim/litigation.

### **40. INTELLECTUAL PROPERTY RIGHTS**

The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract



between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

#### **41. NON-EXCLUSIVITY**

Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement.

#### **42. INSPECTION AND AUDIT**

42.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank.

42.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

42.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

42.4 The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.

42.5 The Bank may audit Service Provider's records during normal business hours related to the Services covered under this Agreement.

42.6 The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Card Management Services, as per its own satisfaction

at the card processing bureau of the bidder, in the presence of representatives of the bidder, at any point of time by giving advance notice.

42.7 All the clauses specified under point 40 above shall be applicable and extended to any entity to which the bidder has outsourced any part of the prescribed activity under Bank's Card Management Services. It shall be the responsibility of the bidder to ensure unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification

42.8 The service provider should comply with the security controls parameters as defined in Annexure-XXVI.

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

The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), integrity Pact (IP) with Bank and submit the Bank Guarantee, **within 30 calendar days** from the date of empanelment/LOI given by 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 the contract. If the contract is not signed within the given period (30 calendar days), Bid Security Declaration clause will be invoked after a grace period of **15 calendar days**.

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

**2. DURATION OF CONTRACT**

The Rate contract will be valid for Five (5) years from the date of date of empanelment letter given by Bank, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract may be extended at Bank's discretion on same terms and conditions for further period of two years in two trenches as may be agreed between the Bank and bidder which shall be subject to review of Vendor's performance. Since after 5 years the contract will get invalid, the contract may be extended by mutual agreement between Bank and vendor if vendor accept the terms and conditions offered by the Bank maximum for a period of two years.

Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder 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:

1. The successful bidder(s) shall has(ve) to submit Performance Bank Guarantee to Head Office amounting to 3% of the contract value within 30 days of issuance of empanelment letter/Letter of Intent & initially must be valid for a period of 66 months (5 year validity with 6 month claim period).
2. No interest on PBG will be paid by Bank.
3. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
4. The Performance Bank Guarantee has to be furnished for due performance of the complete Solution and Services.

5. In case successful bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank will invoke the Performance Bank Guarantee and will take action as per Bid Security Declaration submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank will invoke the Performance Bank Guarantee to recover penalty / damages.
6. If Govt. releases any amendment for Performance Security under rule of GFR 2017 or any other guidelines, Bank may change the clause of Performance Bank Guarantee accordingly during any time of contract period and Successful bidder should submit the revised PBG accordingly within 30 days from date of order of Bank.
7. The successful bidder shall ensure that the Performance Bank Guarantee to be issued at its request in the favour of Bank, under the terms of the RFP/SLA, shall be submitted to the Beneficiary Bank directly by the issuing bank under Registered Post (A.D.).
8. The performance guarantee is required to protect the interest of the Bank against delay in supply/installation/implementation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.
9. If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
10. Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in RFP.
11. The Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-XXV** in respect of any delay beyond the permitted period in providing the Services.
12. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider (The onus to prove the same lies with Service Provider). On reaching the maximum of penalties specified, Bank reserves the right to terminate the contract.
13. As per SLA any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

#### **4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)**

Orders will be placed by the Head office as per requirement under the Scope of Work. The successful bidder(s) shall have to accept and acknowledge orders **within 7 working days** from the date of issuance of purchase order. Bank has a right to cancel the order and invoke the Bank Guarantee/Bid Security Declaration clause for blacklisting of vendor, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.

## **5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER**

In case, bidder shortlisted through this RFP process (hereinafter called “Successful Bidder” or “Vendor”) refuses to accept / execute the order, Bank reserves the right to place the order to next other successful bidders derived through reverse auction (only in case of matching the L1 price derived through reverse auction). Bank is having all the rights to recover the 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 for five years in such eventuality without giving any notice thereof in this regard for a period of next three years from the date of refusal.

## **6. IMPLEMENTATION**

Bidder shall be able to implement the monitoring tool in 45 days from the date of empanelment letter/ Letter of Intent as per requirement of Bank specified in RFP. Bank shall ask bidder to implement the solution in phase manner or in a single plan of rollout. All UAT observation shall be fixed by the bidder within 7 days from the date of intimation.

Any new customization asked by the Bank during the contract period, Bidder shall implement the same in 30 calendar days or timeline specified by the regulator such as RBI, MoF, MHA, IBA etc., whichever is earlier.

User Acceptance Test: Installation of Solution will also include Acceptance Test of the offered solution by the Bank. The Acceptance Test shall be carried out of the solution jointly by the representatives of the Bank and the Successful Bidder after the installation is completed

## **7. PAYMENT TERMS**

Service Provider shall be paid fees and charges in the manner detailed in hereunder:

1. All payment of Monitoring tool as per commercial approved shall be released by the Head Office. All payment shall be due only after successful implementation of the Monitoring tool as per requirement of Bank and UAT (User Acceptance Test) signoff. Payment shall be released in 30 days from date of invoice acceptance by Bank raised by the bidder.
2. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding thirty (30) days after its receipt thereof with all the supported document. All payments shall be made in Indian Rupees.
3. The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.
4. In the event Bank intends to withhold such payments of any charges by the Bank, Bank shall notify the Service Provider, immediately, within 30 days of receipt of the invoice indicating the reason for such withholding and detailing the deficiency in services. Upon receipt of such intimation, the Service Provider shall either rectify such deficiency or provide adequate reasons for such deficiency or accept such deficiency. If the deficiency is rectified, or if the Bank is satisfied with the response of the Service Provider, then the Bank shall not withhold any payments.
5. The payments shall be made only for the services provided by the service provider as mentioned in the Scope of Work. The payment shall be inclusive all taxes excluding GST, which shall be paid as per applicable rates or on producing original receipts. The

rate of applicable GST should be informed and charged separately in the invoice generated. In case the Service Provider is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.

6. Payment will be made after deducting TDS as per Income Tax Rules, GST as applicable and any other Govt. dues/taxes which may be levied in future.
7. All payment of expenses, duties, stamp duty, taxes (including GST), other charges / expenses if any, which may be levied in connection with execution of the Agreement shall be borne by the Service Provider only.
8. All payments shall be made in Indian Rupees only. Payment will be release on pro rata basis.
9. The Bank may withhold payment of any amount that it disputes in good faith for the services rendered, related to erroneous invoice and may set-off penalty amount which service provider owes the Bank under the Agreement.
10. Further, the above payments will be released only after submission of PBG and signing of SLA and NDA by Successful Bidder.
11. No advance payment will be made. Payment shall be made in arrears, on MONTHLY basis (on completion of the MONTH) on the monthly invoice raised by the Service Provider, by Head Office after verification of supported documents. Payment of monthly Charges will be made after deducting TDS as per Income tax guidelines. Service Provider shall submit the monthly invoice within 7 days at the end of the month along with the supported documents.
12. All duties and taxes (excluding GST), if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same.
13. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.
14. Payment advice shall be provided by Bank for each payment made detailing payment reference, invoice numbers, deductions and the nature of the same if any.
15. Successful bidder will inform to Bank that they have received the payment of the raised invoice after deducting the penalty, if any.

## **8. OBTAINING REQUISITE FORMS, ROAD PERMIT LIKE FORM 32 ETC**

Requisite form, like Form-32, will be the sole responsibility of the bidder. However, Bank will sign the forms as per the requirement from the bidder. For obtaining the requisite form, the bidder will provide the necessary documents i.e. Performa invoice etc.

## **9. UPGRADES AND UPDATES**

Bidder shall provide the software upgrade and updates on regular basis without any cost to Bank. Bidder shall also support in following cases:

**OEM ceasing support for the Software Or Product become out of sale:** In case a product or part of the product (component) which has been provided for the monitoring tool solution, is rendered out of sale or OEM cease support during the contract period, a substitute of equivalent solution/product including software & Hardware or higher capacity should be provided free of cost to the Bank in place of the original solution/product given in the bidding document submitted by the successful bidder. In this case Bank shall pay only AMC amount and Onsite Technical support on regular basis as approved through the RFP.

All patches updates, related firmware updates and patch management implementation, Vulnerability Assessment /Penetration testing observation closure to be taken care by the bidder and confirm the same to the Bank after implementation within in reasonable time.

The bidder shall confirm on integrity of the supplied software i.e. the software is free from bugs, malware, covert channels in code etc. and bidder will also be responsible for any third party programming code, if any, embedded in the supplied software.

Bidder shall be responsible to inform Bank, within 7 days of release of any new firmware/code/update/upgrade by the OEM and implement the same within 15 days from the date of such release without any cost to the Bank, during the contract period for the items provided by the bidder.

## **10. ONSITE TECHNICAL SUPPORT (OTS)**

Successful Bidder will provide the required software and implement the complete solution at Bank's premises and also provide Onsite Technical Support resource as per requirement of the Bank who would operate from Bank's location in Delhi/Gurugram to provide technical support for software and hardware (server provided by Bank) for the offered solution as per requirement of the bank.

Bank may also avail more than one Onsite Technical Support from the bidder as per contracted rate. Bidder shall provide the Onsite technical support within the one month from the date of Letter of Intent or PO raised by the Bank. If Onsite Technical Support is availed by the Bank, the Scope of Work would include the following:

- I. The OTS should have ability to function on round the clock (if required) basis at Bank's premises.
- II. The OTS resource must be fully conversant with the solution and fault rectification process.
- III. An Escalation Matrix containing all contact details of the concerned offices using the solution for monitoring, so that in the event of any downtime, the complaint for the same can be resolved by the OTS resource team.
- IV. The OTS team will keep on reporting the Switch feeds, HW/SW related alerts, incidences to switch teams, Network related alerts, incidences to respective NW vendor and MS related alerts, incidences to respective MS vendors/OEM and Monitoring teams of Bank immediately.
- V. OTS Resource shall provide data and reports as per requirements of the Bank and as per the terms of RFP.
- VI. OTS should deliver reports by creating views/dashboards which are feasible and as and when required by the Bank in addition to the standard reports available real-time.
- VII. The OTS resource will report the major incidences or any such incidence which may likely to cause business disruption, immediately to Bank's team.
- VIII. The OTS resource should be capable enough to meet the specific requirements of any office, if any.

- IX. Number of OTS team personnel may be decided by the successful bidder in consultation with the Bank ensuring that the RFP requirements are fully met by the OTS team.
- X. Onsite Technical Support with minimum qualification required for DBA and manage the application on server. Bank shall ask bidder to change the Onsite Technical Support, if same is not found competent for providing the support as asked by Bank in the RFP.
- XI. Following statement of work to be followed by onsite team/resource(s):

**a) Subject Matter Expert for the solution**

The onsite resources are acquainted with end to end monitoring solution and its operations. They possess knowledge of self-service terminals, integration aspects and database structure/concepts.

**b) Troubleshoot/Assist Bank in identifying root cause**

All the reported observations/problems are acknowledged, root cause analysis is conducted and resolution is provided within the acceptable timeframe. Resources being on site play vital role in such situations wherein skills which are available immediately will result in less resolution time for every problem. The problems raised by Bank will be acknowledged upfront when resources are available or provide support or made available resource for exceptional exigencies. Bank shall provide compensatory off to the resource on the next working day.

**c) Interface with ESQ team for technical support**

Onsite resources will act as a SPOC and shall be responsible for managing entire solution suite. These onsite resources being a focal point for the solution, Bank will be able to invest their core time in improvising their IT operations rather than following up or coordinating with different Bidder's teams, on issues/changes.

Activities like getting information or updates from the backend team, facilitating remote sessions for troubleshooting problems, coordinating with various other stakeholders within Bank etc. will be fully owned by these resources.

**d) Implementation of fixes/patches/feasible dashboard that can be exported to Excel as & when required**

Often there might be requirement of deploying fixes/patches on the solution environment for enhancement or for resolution of any bug/issue. Availability of resources onsite shall help reduce the task time and ensure quick installation of patches on the solution environment.

**e) Generate Daily/weekly/monthly reports for bank**

Reports are crucial since they assist senior management to take timely decisions for improvising the business and operations. In case any user/team faces a challenge in generating the standard reports deployed as part of the solution, assistance can be sought from the onsite team. Onsite team shall generate those reports and share it with the user/team.

**f) Facilitate Ad-hoc requests**



This being a recently deployed/upgraded solution, lots of ad-hoc request are coming forth and needs to be addressed on precedence. The onsite team shall acknowledge these requests in reasonable time and channel it to the respective stakeholder for suitable actions/closure.

**g) Other Activities:**

- Reimplementation of the solution in case Bank wants to migrate to new H/w, system crash, or any other reason.
- Onsite services required to do major product upgrades/software.
- Conducting DR drill for switch and any other functionalities.

## **11. PENALTY CLAUSE**

Penalties will be levied as per the terms described in the **Annexure–XXV**

## **12. LIQUIDATED DAMAGES**

1. The Service Provider 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.
2. If the service provider 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 service provider after imposing Penalty on service provider.
3. 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.
4. Penalty and liquidated damage is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the service provider to prove that the delay is attributable to the Bank and Force Majeure. The service provider shall submit the proof authenticated by the service provider and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.
5. The service provider shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the service provider 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, 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 service provider 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.

6. In case of termination of contract due to breach of agreement, Bank reserves the right to recover an amount equal to 10% of the Contract Value as Liquidated Damages for non-performance.
7. If the Service Provider fails to deliver and perform any or all the Services within the stipulated time schedule as specified in this Agreement, Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction (10% of Project Cost) is reached, Bank may consider termination of the Agreement.
8. Regulatory Compliance: Bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, Gol , MHA, IBA etc. need to be implemented by the bidder without any cost to Bank. In case, any additional software or license cost is involved, Bank may consider the same. Bank will not pay any testing, UAT and roll out cost. If any penalty imposed by the Regulator on Bank due to any non-compliance (after conformity of compliance of bidder) will be the responsibility and liability of the bidder and the bank shall be compensated for the same.

### **13. TRAINING**

The successful bidder shall impart free of cost complete administration/hands-on training & for day to day operation / maintenance of offered solution to Circle, Zone & Head Office employees. Detailed Operation Manual / Job shall have to be provided covering all activities. In case, any classroom based training is required to be provided, the same shall be communicated by Bank to the bidder. The bidder has to provide such training (cover complete administration & day to day maintenance of the solution) on the request of Bank for requesting period whenever required without any cost to Bank.

Bidder shall provide tutorial video for training of monitoring tool and store the same at cloud and share the link of the same to Bank for training during contract period. Such video shall be design and naming in such a way that person shall use see the video as per requirement instead of view full flash video

### **14. TAXES**

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

### **15. CANCELLATION OF PURCHASE ORDER**

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

1. Non submission of acceptance of order within 7 days of placement of Purchase Order.

2. Non submission of performance Bank Guarantee within stipulated time as specified in the RFP.
3. Non signing of contract within the time specified by Bank.
4. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.
5. Takeover, Maintenance & operationalization of site and ATM/BNA not done within the stipulated time limits mentioned in RFP.

## **16. INFORMATION SECURITY**

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy of the Bank / Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements or compliance to Bank during the contract 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. Software solution provided by the bidder must be bug free and confirmation for the same have to be submitted from the respective OEM. Details of Bank's latest IT Security Policy shall be shared with the successful bidder for the implementation and compliance of the policy and guidelines.

## **17. SIGNING OF PRE CONTRACT INTEGRITY PACT**

The bidder should submit Original Executed Integrity Pact along with the technical **BID**. The Integrity Pact must be executed on stamp paper of Rs.200 and must be signed by all the witnesses also. The Performa of Integrity Pact is as per **(Annexure-XIII)**.

## **18. DELAYS IN THE Bidder's PERFORMANCE**

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

## **19. INDEMNITY**

1. Service Provider agrees and hereby keeps the Bank indemnified and harmless at all times against all claims, actions, loss, damages, costs, expenses, charges, legal expenses (Attorney, Advocates fees included), etc which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in RFP, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors, etc of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.

2. Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
3. The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.
4. The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.
5. Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.
6. 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 service provider covered under the purchase contract or the use thereof, the service provider 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. Service provider (Vendor) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.
7. The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times 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, negligence or/and misconduct 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/hired/deployed/services utilized 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 SLA and to protect the Bank during the tenure of contract. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.
8. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party services and the bidder shall compensate the bank for any such financial loss arising out of such claim/litigation.
9. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the VENDOR 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/licenses/services supplied/rendered by the VENDOR under this Agreement or uses thereof, the VENDOR agrees and undertakes to

defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the VENDOR's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

10. Vendor further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual property Rights of that third party. Subject to the other conditions of this section, Vendor shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnifies the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Vendor in writing of the Claim immediately on becoming aware of it.
11. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
12. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:
  - a. obtain for the Bank the right to continue to use the Licensed Material;
  - b. replace or modify the Licensed Material so that it becomes non-infringing;
  - c. if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis,

## **20. EXCHANGE RATE VARIATION**

If the contract is extended for any period, beyond its expiry / validity, 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.

## **21. TERMINATION OF CONTRACT**

### **21.1 Termination for Default:**

The quality of services given by the bidder & progress of the project will be reviewed monthly/quarterly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days curing period first and after then giving 60 days' notice to the bidder i.e. total 90 days. The decision of the Bank regarding quality of services shall be final and binding on the bidder. Also 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 60 days, for any valid reason, including but not limited to the following and in such cases bank will not provide any cure period of 30 days:-

- a. Excessive delay in execution of order placed by the Bank.
- b. Discrepancies / deviations in the agreed processes and / or Services.
- c. Failure of successful bidder (Vendor) to complete operationalization of solution within the time as specified in the contract.
- d. Violation of terms & conditions of the RFP or Breach of the agreement.

- e. Exceeding any of the threshold limits of Delay.
- f. Penalty reaches its maximum limit.
- g. If the contract is terminated under any termination clause, the vendor shall handover all Service documents and Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor of the Bank.
- h. During the transition, the Vendor shall also support the Bank on technical queries / support on service process.
- i. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit as per this RFP.
- j. In the event of failure of the bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of an amount equivalent to 10% of the pending contract values on demand to the Bank, which may be settled from the payment of pending and future invoices or from Performance Bank Guarantee for the rest of the amount if any not claimed / settled through invoices.
- k. Bank may also terminate the contract anytime during its contract period, pursuant to change in guidelines issued by government / RBI and other statutory bodies affecting the Scope of Work defined under the contract. However, the Bank shall make outstanding payments towards all pending work orders executed by the vendor for which payment has not been made.
- l. Notwithstanding anything contained in the RFP, the Bank reserves the right to terminate the contract at any time without assigning any reasons.
- m. 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/debar the successful bidder thereby blacklisting / debarring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s) given by the successful Bidder.
- n. Upon expiry / Termination of the Agreement, Successful Bidder will be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.
- o. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

- p. The Bank reserves the right to recover any dues payable by the selected Successful Bidder from any amount outstanding to the credit of the Successful Bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

### **21.2 Termination for Insolvency:**

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **21.3 Termination for Convenience:**

The Bank, by written notice of not less than 60 (Sixty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

## **22. 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.

## **23. 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.

## **24. COMPLIANCE WITH LAWS**

Compliance of Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance Department of Expenditure, Govt. Of India:

This RFP and process incidental thereto shall remain subject to the guideline/order issued by Ministry of finance Department of Expenditure, Govt. Of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order, is hereby disclosed as under:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the Annexure I of aforesaid Order.
- II. "Bidder" for the purpose of aforesaid order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies/proprietorship firm/partnership firm/LLP), every artificial juridical person not falling in any of the descriptions of bidders stated

hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. "Bidder from a country which shares a land border with India" for the purpose of aforesaid Order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above and aforesaid order will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



- VII. 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.
- VIII. The selected service provider hereto agrees that it shall comply with Labor Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / MHA Guidelines, statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- IX. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of the agreement.
- X. If at any time during the term of the Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate the Agreement by giving not less than one-month notice in writing.
- XI. The Bidders shall adhere to the terms of this RFP and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non – compliance to the same in the format provided. The Bank reserves its right to not accept such deviations to the Tender terms.

## **25. GOVERNING LAWS AND DISPUTES**

1. All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
2. If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator nominated by the bank, and the award made in pursuance thereof shall be binding on the parties.
3. Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English and a daily English record of such proceeding shall be maintained.

4. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Delhi, India only.
5. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual

agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

6. In case of failure to resolve the disputes or differences between the parties amicably, the matter may be referred to a sole arbitrator nominated by the bank after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and its amendments thereto. The award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. All arbitration proceeding shall be conducted in English.
7. The successful 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 to the contrary of the arbitrator or the umpire, as the case may be, is obtained by successful Bidder. However during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Bank from the Performance Bank Guarantee/pending bills/future bills that may fall due for payment, being treated as default so that the business of the Bank is not disrupted.

## **26. 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 Bank in Bid document or otherwise except for purposes of performing contract.

## **27. PATENT RIGHTS**

Bidder shall indemnify and keep harmless the Bank 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.

1. Each Party agrees and undertakes not to violate or infringe any intellectual property of the other Party and not to use, without the prior written consent of the other Party, intellectual property of the other Party in any manner whatsoever.
2. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.
3. Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
4. Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified, harmless and compensate the Bank against all costs, claims, damages, demands, expenses and liabilities, litigation/award by any court/tribunal directing the bank to pay compensation of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright,

industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark / copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

5. Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.
6. The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.
7. Service Provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate, modify and use service developed including its upgraded versions available during the term of this agreement by Service Provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.
8. Services provided as part of this Agreement can be put to use in all offices of Punjab National Bank.
9. Bidder shall, at their own expense, defend and indemnify and keep the Bank harmless 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.
10. Bidder 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, bidder shall be fully responsible to compensate the bank against such financial loss including all expenses and court and legal fees.
11. The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
12. The Successful Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Successful Bidder in performing its obligations under this Project.
13. If a third party's claim endangers or disrupts the Bank's use of the Software, the Successful Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

## **28. ASSIGNMENT**

1. The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent and PNB

reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder.

2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new party and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.

## **29. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER)**

The shortlisted bidder(s) shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank within 30 calendar days of empanelment letter given by the Bank.

## **30. PRINCIPAL TO PRINCIPAL RELATIONSHIP**

1. 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 the Agreement shall be deemed to constitute a partnership/Joint Venture 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 nor there no master-servant relationship between the parties. The relationship is on principal to principal basis.
2. 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 Central Government 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 future law/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.

## **31. LIMITATION OF LIABILITY**

Bidder's aggregate liability including the reputational loss under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-

1. Breach of the confidentiality terms.
2. Liability for an infringement of a third party's IPR by the bidder.
3. Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with the Bank.

4. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
5. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.
6. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
7. Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence.

This limit shall not apply to third party claims.

## **32. SUBCONTRACTING**

1. Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, and then the successful bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction tender has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case sub-contracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP. PNB shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on PNB. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanor of civil and criminal nature along with bidder need to provide the back to back contract executed with 3<sup>rd</sup> party to bank through which bidder is intended to provide services to the Bank.
2. Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the successful bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.
3. The bidder will not subcontract any job without prior approval of Bank. Bank reserves the right to call regular meetings of the bidder/sub-contractor(s) during the tenure of the contract.
4. In case of subcontracting for other services, the contracting Service Provider will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting Service Provider is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.
5. The Bank may choose to take an undertaking from Vendor employees and or employees of the sub-contractors, to maintain the confidentiality of the Bank's information/documents etc. The Service Provider need to obtain the Police Verification of its Employees / Employees of the sub-contractors, if any. Bank may seek details / confirmation on background verification and Police Verification of such employees

worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

6. Service Provider to ensure that sub-contracted company comply all the laws as applicable. The Service Provider will be responsible for complying with all legal/statutory/regulatory requirements.
7. Service Provider shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.

### **33. CONFIDENTIALITY**

1. "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports policies, internal letters, circulars and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of the agreement.
2. All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
3. All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.
4. Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.
5. Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in the Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

6. Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of the Agreement.
7. The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:-
  - a. Where Confidential Information comes into the public domain during or after the date of the Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.
  - b. Where any Confidential Information was disclosed after receiving the written consent of the other Party.
  - c. Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
  - d. Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
  - e. Where any Confidential Information is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in respect to taking protective action against such disclosure requirement.
  - f. Service Provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.
  - g. Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software / support.
  - h. The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under the Agreement.
  - i. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
  - j. Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

- k. The security aspect of the solution / software will be comprehensively reviewed periodically by the Bank, and Service Provider shall carryout modifications / updates based on the security review recommendations on case to case basis without any cost to Bank.
- l. The Successful Bidder further agrees that it shall neither, any confidential information of the Bank without express consent of the Bank in writing. The Successful Bidder also agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event 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 SLA and shall reasonably cooperate in seeking injunctive relieve against any such person.
- m. That if the Successful Bidder hires another person to assist it in the performance of its obligations under the terms of the SLA, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the SLA to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Successful Bidder is bound to maintain the confidentiality.
- n. Even if a Successful Bidder's employee leaves the job or his services are terminated/expires, the Successful Bidder shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Successful Bidder shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.
- o. Bank acknowledges that it considers the Successful Bidder's related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and agrees that unless Bank has obtained Successful Bidder's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees or representatives of Successful Bidder, or any other person, it believes has been authorised by Successful Bidder to receive such information, to whom it shall be disclosed only for purposes specifically related to Successful Bidder's permitted use of the Products.
- p. The obligation contained in this clause shall survive after the termination of the SLA. Confidentiality of customer information shall be maintained and survive even after the SLA expires or terminated.
- q. The infraction of confidentiality terms shall constitute material breach of the SLA, and the bank shall be entitled to take appropriate actions as available in law or under the SLA against the Successful Bidder as the case may be. SUCCEFUL BIDDER agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.

#### **34. FORCE MAJEURE**

The bidder or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder



or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

1. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes.
3. Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment.
4. Transportation delay due to force majeure or accidents.
5. Strikes, lockouts and sabotages.
6. Riots and civil commissions.
7. Lockdown imposed by Govt, Pandemic declared by Govt and Quarantine restriction imposed by the govt. etc.
8. Notwithstanding anything contained herein, acts of force majeure will not include acts of commercial hardship.
9. Provided that the successful bidder shall notify the Bank in writing of such causes within Seven (7) days from the occurrence of such cause.
10. Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.
11. Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.
12. Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.
13. Any failure or delay by either party in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of nonperforming Party shall not be deemed as default.
14. If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.If the Force Majeure situation continues beyond 30 days, Bank shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

### **35. INSPECTION AND AUDIT**

1. It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank.
2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
3. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.
4. The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.
5. The Bank may audit Service Provider's records during normal business hours related to the Services covered under this Agreement
6. The service provider should comply with the security controls parameters as defined in Annexure-XXVI.

### **36. Implementation Plan**

Bidder shall be able to implement the monitoring tool in 45 days from the date of empanelment letter/ Letter of Intent as per requirement of Bank specified in RFP. Bank shall ask bidder to

implement the solution in phase manner or in a single plan of rollout. All UAT observation shall be fixed by the bidder within 7 days from the date of intimation.

Any new customization asked by the Bank during the contract period, Bidder shall implement the same in 30 calendar days or timeline specified by the regulator such as RBI, MoF, MHA, IBA etc., whichever is earlier.

User Acceptance Test: Installation of Solution will also include Acceptance Test of the offered solution by the Bank. The Acceptance Test shall be carried out of the solution jointly by the representatives of the Bank and the Successful Bidder after the installation is completed.

### **37. Uptime**

Bidder shall maintain minimum uptime of 99.95% in each month. If solution remain down or providing the improper output (which are not as per the switch feeds) for more than 4 hours, then solution shall be deemed as down for a whole day. Uptime of tool shall be calculated as under:

Maximum Uptime in a month: 100%

Uptime per day: 3.33%

If solution remains down for more than 4 hour then downtime of a day shall be calculated as 3.33%.

### **38. Business Continuity Plan**

Bidder shall provide the monitoring tool solution at DC (Delhi) & DR (Mumbai) location of Bank. Bidder shall be responsible for integration of both DC and DR set up with Switch. Bidder shall conduct the DR Drill once in a month and provide the RPO and RTO time to Bank with detailed drill activity.

In case of DC failure, if bidder DR set up is not ready to provide services to Bank, then Bank may terminate the contract with immediate effect and invoke the Bank Guarantee/Blacklist the bidder for a period of five years for further participation or both.

### **39. Turn Around time**

Bidder shall complete the project and integration with the switch with in the under defined turnaround time (TAT):

<b>Activity</b>	<b>TAT</b>
Sign SLA, Integrity Pact and Non-Disclosure agreement	Within 30 days from the date of empanelment letter/LOI given by Bank
Submit the Performance Bank Guarantee	Within 30 days from the date of empanelment letter/LOI given by Bank
Complete integration of software and Hardware (Bank provided Server etc.), integrate with the switch and provide the web based solution	Within 45 days from the date of empanelment letter/LOI given by Bank
Complete the testing and compliance as per Bank observation during UAT	Within 7 days from the date of observation raised by the Bank

Any new customization asked by the Bank during the contract period	30 calendar days or timeline specified by the regulator/agencies such as RBI, MoF, MHA, IBA etc., whichever is earlier
--	--

#### **40. Annual Maintenance Contract**

The bidders are also required to quote in the Indicative Commercial Bid format (for the AMC charges for a period of 4 years which would be applicable from the date of expiry of warranty period i.e. one year from date of UAT sign off for successful implementation). The Bank will enter into an Annual Maintenance Contract (AMC) with the selected bidder after the expiry of free warranty services of one year for the solution. The warranty and AMC of the software would include all version upgrade, patches/ fixes, upgrades, and maintenance support, troubleshooting, performance fine tuning, problem resolution for total solution provided by the bidder. The all-inclusive quoted AMC shall include all taxes and other Govt. levies except GST/Sales Tax/VAT/WCT, Octroi/Entry Tax which will be paid on actual basis. The AMC of the software would include patches, upgrades, version upgrades, and maintenance support for all the modules. The AMC rates will be valid for a period of four years after expiry of one year's warranty without any additional cost to Bank. The AMC may be terminated by the Bank after giving three months' notice in case of deficiency in services. The quoted AMC rate would be applicable for proactive service support on 7X24X365 basis. AMC would cover all components of the offered solution without any exceptions.

**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 Deputy General Manager  
Digital Banking Division  
Punjab National Bank  
Head Office, 5<sup>th</sup> Floor  
Plot No-5 , Institutional Area,  
Sector 32, Gurugram-122001.

Sir,

**Reg: RFP for Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA**

We submit our Bid Documents herewith.

We understand that

1. Bank is not bound to accept the lowest or any bid received by Bank, and you may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank 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.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. Bank 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.
5. We agree to abide by all the RFP terms and conditions, contents of **Service Level Agreement** as per template available in this RFP.

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

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

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## ELIGIBILITY CRITERIA OF THE BIDDER

Sr. No.	Eligibility Criteria	Compliance (Yes / No)	Documents to be Submitted	Details of Proof Submitted
1	The Bidder should be a registered company in India under the Companies Act.		Copy of the Certificate of Incorporation, Certificate of Commencement of Business, Memorandum & article of Association.	
2	<p>Bidder tool should have been implemented in India in at least one Schedule Commercial Bank.</p> <p>And</p> <p>Bidder shall have experience of minimum three years as on date of bid submission of RFP.</p> <p>And</p> <p>Bidder should have currently managing the 10000+ terminals through the monitoring tool as on date of bid submission</p>		Copy of the Purchase Orders / SLA / Bank Certificates to be attached.	
3	OEM should have a valid ISO 9000/9001 or ISO/IEC 27001 certificate.		Either of two ISO certification i.e. ISO 27001 & ISO 22301 needs to be provided by the OEM as on bid submission date. (Certificates should not be expired)	
4	<p>Bidder should have average annual turnover of Rs. 5 Crores in previous last three financial years i.e. 2018-19, 2019-20 &amp; 2020-21</p> <p>(If any bidder falls under MSE (as per guidelines issues by Ministry of MSME, GoI and Startups (as Defined by Department of Industrial Policy and Promotion) subject to meeting of quality &amp; technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017) then turnover criteria will be not applicable.)</p>		<p>Copy of audited Balance Sheet and other financial statements for the years 2018-19, 2019-20, 2020-21.</p> <p>(In case of MSE bidder, certificate of registration of MSE is required and Annexure-IX)</p>	

5	<p>The Bidder should have a positive net worth and operating profit as per audited balance sheet for the last 3 financial years i.e. (2018-19, 2019-20 &amp; 2020-21)</p>		<p>Copy of audited Balance Sheet and other financial statements for the years 2018-19, 2019-20, 2020-21.</p> <p>And</p> <p>CA Certificate for the last three financial years stating the net worth and operating profit.</p> <p>(Copy of audited Balance Sheet and other financial statements for the years 2017-18, 2018-19, 2019-20 to be provided, in case the balance sheet of 2020-21 has not yet been audited, requisite certificates from the CA / auditors to be provided along with undertaking on bidder's letter head.</p>	
6	<p>The bidder should have registered office and technical support center in India.</p> <p>Bidder must have sufficient technical skilled staff for implementation of the Monitoring Tool as per requirement of Bank and should be able to deliver and support the Proposed Solution during the contract period with in TAT.</p>		<p>Self-Certificate declaration should be on Bidder's letter head duly seal and signed.</p>	
7	<p>Bidder shall provide undertaking that his solution is compatible with FIS IST switch and shall implement the solution as per requirement of Bank.</p>		<p>Certificate a per Annexure</p>	
8	<p>Bidder should not have been Blacklisted/debarred by any Govt / Govt Agency/ Bank /IBA/ Financial Institution in India in the last 5 Years from the date of bid submission.</p>		<p>Statutory auditor/ CA of firm to provide certificate. Bidder need to also provide certificate on companies' letter head.</p>	
9	<p>Bidder should have documentary proof of valid GST / Taxes as applicable and must be registered under appropriate authorities i.e. EPF / ESI / PSARA / PAN etc.</p>		<p>All Self Certificate declaration should be on Bidder's letter head and copy of registrations</p>	

			should be duly seal and signed.	
10	<p>The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.</p>		<p>Statutory auditor/ CA of firm to provide certificate. Bidder need to also provide certificate on companies' letter head.</p>	
11	<p>The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding bidders <b>from a country which shares land border with India.</b></p> <p><i>Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency')</i></p>		<p>Undertaking to be submitted in <b>Annexure-XXII</b> and provide registration certificate issued by competent authority.</p>	
12	<p>As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Suppliers / Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit and "PRE CONTRACT INTEGRITY PACT" as per <b>Annexure-XIII</b> on non-judicial stamp paper of requisite value.</p>		<p>"PRE CONTRACT INTEGRITY PACT" as per Annexure on non-judicial stamp paper of Rs. 200/-</p>	



13	Bidder must have requisite Central and State Labour Laws Compliance		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
14	Bidder must have requisite Make in India Compliance		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed.	
15	Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount if any.		All Self Certificate declaration should be on Bidder's letter head and copy of registrations should be duly seal and signed with documentary proof.	
16	Bidder tool should be able to monitor the ATM/CD/BNA/Recycler/Switch monitoring/Transaction Monitoring/SLA monitoring single handedly.		Self-Certificate declaration should be on Bidder's letter head	
17	Bidder should be OEM of offered solution or an authorized partner of OEM. In case the bidder is not OEM of the offered solution, then a certificate from OEM certifying that Bidder is authorized representative of OEM and in case the authorized representative (bidder) is not able to perform obligations as per contract during contract period, OEM shall perform the said obligations In such cases.		<p>If Bidder is not OEM then OEM Self-Certificate declaration should be on OEM's letter head is required.</p> <p>The mandate/authority of the official signing the letter of OEM of offered solution in favour of Bidder company should be clearly specified</p>	

**NOTE:**

1. Only the OEM or its Authorized Representative in India can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. In case of Indian Authorized Representative (IAR) or its Agent, maximum two Authorized Representatives of a particular Principal or Service Provider can participate in the tender process.
3. 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.

4. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. Bids not meeting the eligibility criteria shall be rejected.
5. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
6. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means.
7. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
8. Bidder is also required to substantiate whether the person signing the document from his Company and from Principal Company is authorized to do so on behalf of his Principal's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from Principal Company may make the bid liable for rejection.
9. Bidder need to provide the readable copy of documents on site as well as in hardcopy for Technical Bid. All the hardcopy submitted online and offline should be duly seal and signed by the authorized person of firm/company/organization. No Photocopy or color scan copy will be accepted in hard bundled file submitted in response of technical bid.
10. All Annexures must be on the letter head of the Bidder, except those which are to be provided by statutory auditor/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies or color scan photocopies will be acceptable).

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**BIDDER'S INFORMATION**

<b>S. N.</b>	<b>Information</b>	<b>Particulars / Response</b>
A.	Company Name	
B.	Date of Incorporation	
C.	Company Head Office Address	
D.	Registered office address	
E.	GST No.	
F.	Authorized signatory submitting the RFP (Please enclose the copy of board resolution) Name: Designation: Phone: Email:	
G.	Whether MSE (quote registration no. and date of registration, copy to be attached)	
H.	Bank Account Detail: Account Number: Account Name: IFSC: Bank Name:	
I.	Specimen Full signature and initials of Authorized Signatory	
J.	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details in case of Authorized person is not available)	

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

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

**Signature of Authorized Signatory**

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

**COMPLIANCE STATEMENT  
CERTIFICATE & DECLARATION**

**Reg: RFP for Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure, addendum and corrigendum.

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. issued 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 <b>Monitoring Tool</b> offered by us for tender confirm 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. issued by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

We certify that the services offered by us for tender conforms to the Technical specifications stipulated by you with the following deviations:

List of deviations

- 1)
- 2)
- 3)

(If left blank it will be construed that there is no deviation from the specifications given above)

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.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

PERFORMANCE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s \_\_\_\_\_ has provided **Monitoring Tool** to our \_\_\_\_\_ organization since \_\_\_\_\_ for \_\_\_\_\_ (brief description of the services provided) and currently \_\_\_\_\_ number of ATM/BNA are monitored with such solution.

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 Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA**

**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 headquarter 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 Company**

To  
The Deputy General Manager  
Digital Banking Division  
Punjab National Bank  
Head Office, Plot 5, 5<sup>th</sup> Floor  
Institutional Area, Sector 32  
Gurugram-122001

Sir,

**Reg.: RFP for Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA**

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 5 years from the date of RFP.

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 Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA**

**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 2017-18, 2018-19, 2019-20 and 2020-21. If balance sheet of 2020-21 has not yet audited, then provisional figures should be mentioned:

Financial Year	Turnover (Rs. In Lacs)	Profit Before Tax & Depreciation (Rs. In Lacs)	Net Profit/Loss (Rs. In Lacs)	Operating profit (Rs. In Lacs)	Tangible Net Worth (Rs. In Lacs)
2018-19					
2019-20					
2020-21					

Pleas also submit the provisional / final balance sheet for 2020-21 in support of the above list if available.

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

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

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



**TECHNICAL SPECIFICATION**

The technical specification will broadly take into account the areas mentioned below. Bidders are requested to submit their point-wise response to the following points and annex the same with details of the existing procedures adopted and capability / technology and/or infrastructure available for each point:

<b>S.N.</b>	<b>Required Technical Specifications</b>	<b>Compliance (Yes/No)</b>	<b>Detail</b>
<b>A</b>	<b>Technical Details</b>		
1	Solution should not have dependency on any specific Operating Systems		
2	Solution should not have dependency on any Data base supported		
3	Solution should provide the Middleware for the complete the scope requirement of Bank and switch integration		
4	Solution should support all Functionalities asked in RFP		
<b>B</b>	<b>Technical Details of Interfaces</b>		
1	Solution should have unlimited number of interface capability and support unlimited number of ATMs/POS/Merchants		
2	Solution should not have restriction for Maximum transactions managing capability for 1. Per day 2. Per Second		
3	Solution should provide the two-way interface and integration with Managed service providers portal and update the ticket of the terminal automatically as per the feeds received from Managed Service Providers interface		
<b>C</b>	<b>Bench mark for performance of solution</b>		
1	Solution should handle the Maximum Transactions Per Second without any limit restriction		
2	Solution should be scalable to support the incremental transaction and number of terminals		
3	Solution should be capable to generate Automatic Call log and ticket generation with automatic alerts for error rectification		
4	Solution should not have any dependency or restriction on number of users capacity		

D	Scalability of solution		
1	Solution should be integrated with ATM switch (preferably FIS IST i.e. Bank existing ATM switch) for getting the real time feed and display the same in readable format for further action of resolution of the problem.		
2	<p>Solution should handle the various parameters of SLA executed by Bank with different OEMs and Managed Service Providers.</p> <p>Under the SLA Management solution should monitor the Vendors Turn Around Time for resolution of fault, calculate the resolution time (after excluding of time mentioned in TAT or any exception provided by Bank), Calculate the applicable penalty in case of breach of the TAT for resolution of fault, Monitor and tracking of AMC activity etc.</p>		
3	<p>Solution should send the email to respective stakeholders of FLM and SLM service provider, once the health feed received for the terminal in the monitoring tool. Such email shall be send directly by the tool without any human activity.</p> <p>Solution should report health status of following parameters: (List is not limited; Bank can extend the list reporting health status):</p> <ul style="list-style-type: none"> <li>Cassette Fatal</li> <li>Card Reader</li> <li>Cash Handler</li> <li>Cash Jam</li> <li>Receipt Paper</li> <li>Receipt Printer</li> <li>Cash Out</li> <li>Communication</li> <li>Reject Bin</li> <li>Anti-Skimmer</li> <li>Supply Out</li> <li>Transaction Reversal</li> <li>Transaction Decline reason etc.</li> </ul>		
4	Solution should provide the SMS sending facility, which shall be used by Bank to send the SMS to respective FLM and SLM of the terminal through the portal automatically without any human intervention.		

5	Solution should generate the ATM/BNA Availability report within given date range for any terminal, set of terminals, Circle or Zone or HO and also able to handle the exception reported by the Bank for any terminal or set of terminals. Solution must be compatible for excluding such exception from the availability report.		
6	Solution should support customization of reports like Availability, Hits, ONUS & Acquire transaction, Health Status of terminal or any report asked by Bank during contract period.		
7	Solution should support the functionality for Incident management.		
8	Solution should support the functionality for Cash Level Monitoring through which Cash forecasting, Cash Out reporting of terminal should be available.		
9	Solution should support the functionality for Inventory Management with a functionality for addition/ deletion/ modification in records. Inventory management also available with the file upload functionality.		
10	Solution should support the various functionality asked in RFP with Business Intelligence and fulfil the requirement of Bank.		
11	<p>Solution should support the functionality for Transaction reporting and Monitoring.</p> <p>Solution must do Profiling of ATM &amp; POS transactions in real-time. Should show Information and statistics on Transactions at various levels and metrics like: Node, Logical Network, Branch, Interchange, Circle, State, Acquirer, ON-US, Terminal Type, Transaction types, Card BIN, Reasons for Reversals, Response code Analysis, Approved, Denials, Reversal, Timeouts, Stand-In transactions, Response Time, User-defined, transaction matrices etc.</p>		
12	Solution should be capable of monitoring ATM Switch server without		

	any restriction on number of (IBS/MBS/IVR) interfaces/interchanges/ATM nodes/transactions & ATMs.		
13	Solution should monitor Switch, Switch feeds, HW/SW related alerts, health status of ATM/BNA terminals, network incidents and alerts, decline transaction alert and send alert to switch teams, Network team, Network vendor, Managed service provider and Bank immediately.		
14	Solution should have ability of remote administration. Solution should have ability to schedule the command execution across terminals, if integrated with ATM switch.		
15	Solution should monitor and report critical events at ATM Switch end. The solution should have capability of generating auto incident Tickets and should identify server downtime along with its detailed causes e.g. network, CBS, hardware etc. It should be response code based auto escalation facility to various parties via SMS and Email.		
16	Solution should be capable of searching ATM/POS/E-comm transaction on various parameters like card number/token/reference number/trace number.		
17	Solution should allow Historical Trend Analysis and help in Capacity Planning. Should have Monitoring Schedule feature to allow user to create or modify a threshold to schedule monitoring and automation of system resources based on business calendar.		
18	Solution should have Rule Based E-Mail and SMS Escalations to different support levels. It should contain Web-Browser support for monitoring critical events. The monitoring solution should read the switch logs/data files/OB through a suitable Agent/process to gather all the information. Proposed solution's data gathering components which will be deployed at ATM Switch hardware should not impact/ affect Switch performance. The application		

	processes/Agent/Backend process should do minimal usage (below 2%).		
<b>D</b>	<b>Hardware and other Requirements</b>		
1	Details of Hardware requirements for installation & implementation of the solution and making it live and operational as per the technical requirements described in RFP Document		
2	Details of any other requirements for installation & implementation of the solution and making it live and operational as per the technical requirements described in the RFP Document		
<b>E</b>	<b>Additional Features and functionalities and other technical details of the solution offered</b>		
1	Additional functionalities provided by the Solution over & above the requirements in RFP		
2	Application architecture (Complete application architecture should be explained including scalability, customization to India conditions, Ease and time taken for customization, security features etc.)		
3	Details of applications proposed to be offered		
4	Monitoring tool details		
5	Scalability of solution		
6	CPU Load factor		
7	Any other additional information		
<b>F</b>	<b>Details of technical support centers</b>		
1	Location of Centers		
2	Area of operation of each center		
3	Number of support engineers at each center		
<b>G</b>	<b>Solution should be available with DC and DR set up for Monitoring tool solution. Bidder shall conduct or help the Bank team as per requirement (without any cost) for DR drill activity and provide the complete detail of drill with RPO and RTO time.</b>		
<b>H</b>	<b>Incident Management</b>		
1	Bidder solution should monitor trouble and chronic incident and open the tickets and report the same to		

	Switch and Monitoring tool dashboard and monitor such tickets generated automatically till resolution		
2	Solution should be capable to generate tickets with detailed description of the problem on a particular module with the reasons of failure?		
3	Solution should track the repeat / chronic faults of ATM/ BNA/ Switch/ Transactions such as regular use of blocked card etc. (threshold be set) and report to switch and Bank team.		
<b>I</b>	<b>Dashboard or Web view</b>		
1	Solution should provide single integrated console view of the solution as per Bank's requirement.		
2	Solution should support the segregation of users and show the respective terminals belongs to particular circle, zone, PAN India for access to that user.		
3	Log report should be maintained of the user's access for web portal and mobile application. Logs reports should include the following parameter (Bank may ask to add the additional parameters in Log reporting): I. User ID. II. Last login date and time. III. Type of user: Admin/HO-USER/ZO-USER/CIRCLE-USER/Branch-User. IV. Name of Circle & Zone mapped with user. V. Last activity did by user. VI. MIS of User logs for minimum period of 30 days.		
4	Solution dashboard should be customizable as per the Bank requirement during contract period		
5	Solution should provide a admin rights to Head office users from where they can check the live feeds of switch and feeds showed in the web portal in single interface. Here Bank requirement is to view the switch feeds in live web portal environment only. For viewing the switch feeds, Bank shall not be asked to login in server separately		

6	<p>Solution should have functionality of monitoring, graphical representation &amp; generating reports of following parameters:</p> <ul style="list-style-type: none"> <li>a) ATM transaction.</li> <li>b) POS transactions.</li> <li>c) E-Comm transactions.</li> <li>d) Response code wise ATM/POS/E-Comm transactions.</li> <li>e) Interchange wise Approve/decline transactions Successful/Decline transaction on Node/ Stations configured at switch level.</li> <li>f) Onus/ Acquirer wise successful decline status.</li> <li>g) Successful/Decline transaction on various interfaces integrated (response code based) with ATM Switch etc.</li> <li>h) Hardware suspected.</li> <li>i) ATMEOD on T+2 basis</li> <li>j) Vendor Managed –Admin</li> <li>k) Branch Managed-Admin</li> <li>l) Content management</li> </ul>		
<b>J</b>	<b>MIS Reports</b>		
1	<p>Solution should be capable of providing Performance report of the terminals, Managed service provider and OEM of terminal etc.</p> <p>Solution should publish these reports in regular period and as per periodicity decided by Bank.</p>		
2	<p>Solution should be capable to providing following reports between any date range and any specific point of time:</p> <ul style="list-style-type: none"> <li>I. Threshold history report.</li> <li>II. Daily, Weekly &amp; Monthly cardholder availability report.</li> <li>III. Current health status report of terminals.</li> <li>IV. Ticket history report.</li> <li>V. Vendor wise Call dispatch reports.</li> <li>VI. Chronic Faults report.</li> <li>VII. Cash Out reports.</li> <li>VIII. Transaction Monitoring such as ATM/BNA hits, ATM/BNA/ Switch availability, Decline transactions, Reversal transactions.</li> </ul>		

	IX. ONUS & Acquire Transaction reports X. Type of Card use for Transaction report such as Rupay, Master, Visa Etc. with mapping of the same as ONUS & Acquire transactions		
3	Solution should be scalable to cater any other report required by the Bank during contract period		
<b>K</b>	<b>Transaction Monitoring</b>		
1	Solution should be capable to monitor the transaction per terminal?		
2	Solution should be capable to monitor and bifurcate the reporting of transaction i.e. Financial and Non-Financial transactions per terminal?		
3	Solution should be capable to monitor the average dispensation per terminal between two dates and with use of business intelligence provide the report for cash limit for terminals and provide a functionality to export these reports as per Bank required format i.e. .xls, .pdf, .doc etc..?		
<b>L</b>	Solution should be capable to integrate with switch as API Based and agent based integration		
<b>M</b>	<b>Bidder shall provide two screens (more than 42 inches) which shall be located at Head office at Delhi (ITD) and Gurugram. Through these screen bidders should publish the Graphical view of following things:</b> <ol style="list-style-type: none"> <li>I. Functional ATM/BNA &amp; down ATMs/BNA.</li> <li>II. Total no of down terminals category wise such as cash out, card reader etc.</li> <li>III. Zone/Circle wise real time availability of the terminals with comparison of last day availability.</li> <li>IV. Zone/Circle wise income through ADC (alternate delivery channel) status on the basis of data provided by Bank for a month and financial year basis. Bank shall also ask to publish the view on the basis of comparison of data.</li> <li>V. Zone/Circle wise view of total card base in last month (Bank shall provide the data), total acquire</li> </ol>		



	transactions, Onus transactions and comparison with the last month data and year to year to year basis.		
<b>N</b>	Bidder should be capable to provide the Mobile application which should complied following parameters: I. Complete Scope of work of RFP II. Replica of Web portal with real time data synchronization via single data source for web portal and mobile application III. No restriction on the number of user IV. Mobile Application should Support both Windows/ android platform		
<b>O</b>	Solution should provide a functionality to Bank for uploading the reports like Terminal Daily HIT, Daily Availability, ONUS Transaction, Acquire Transaction etc. On the basis of Bidder shall be capable enough to use the business intelligence for customization & publishing the report as per Bank's requirement, which Bank shall use for decision making at different levels. For example, on the basis of data Bank shall ask to customize the report of non-viable & viable terminals on the basis of breakeven point decided by the Bank.		
<b>P</b>	Solution should provide the CHAT BOX facility, so bank staff can raise queries with stakeholders (to whom access of portal provided) and get the reply over the CHATBOX. Bidder shall provide the history of Chat Box to Bank ready available for downloaded in PDF format.		

**Note to the Bidders: -**

- 1- The bidders are requested to provide reply in yes or no for compliance purpose and submit the documentary proof of the same. Failed to submit the response, Bidder shall be not qualified for the further evaluation.
- 2- Bank may ask to bidder for demonstrate/substantiate (at any time of BID process) all claims made in the technical bid for satisfaction of the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.

**3-** Technical Specifications / Technical Services must be submitted on bidders Letter Head Duly signed & Stamped by authorized signatory of Bidder.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**PERFORMA FOR INDICATIVE COMMERCIAL OFFER**

The price quoted must be in Indian Rupees, inclusive of all taxes, levies, etc., except GST at the applicable rates in accordance with various states where services are being provided. GST will be paid by the Bank on actual basis. The prices quoted and finalized after the Reverse Auction process should hold good for the entire period of the contract.

**TABLE A**

S N	Item	Cost in INR
1	All-inclusive one-time cost of software license/s, for providing solution for “Monitoring tool for real time web based monitoring of all the terminals viz. ATM, BNA & POS Terminals etc.” as per the technical requirements as per terms of the RFP for Bank’s Data Centre Delhi and Disaster Recovery Centre Mumbai.	
2	Monthly AMC cost (excluding first year from the date of UAT signoff i.e. warranty period) of the software solution (Bank shall ask bidder to generate the monthly invoice for AMC cost)	
3	One month cost of Onsite Technical Support consisting of one (L1) resource as per scope of resource mentioned in RFP	
4	One month cost of Technical Support consisting of one (L2) resource as per scope of resource mentioned in RFP	
5	TCO of 5 years i.e. $1+(2 \times 48)+(3 \times 60)+(4 \times 60)$	

**IMPORTANT:**

The basis of arriving at the item-wise price break-up i.e. price of individual components to the discovered price in reverse auction shall be in the same proportion as was given in the Indicative Commercial Bid by the L1 bidder discovered via reverse auction. However, Bank reserve the right to adopt different methodology/process for arriving at the base price for reverse auction.

**Remarks Related to Commercial offer: -**

We M/s \_\_\_\_\_ hereby agree to abide by all the terms and conditions mentioned in the Bank’s RFP dated \_\_\_\_\_ and subsequent pre-bid, amendments and following remarks related to Commercial bid.

1. L1 bidder will be decided by the price discovered through Reverse Auction on items mentioned on Table A.

2. Bank may offer the base price for TCO (Table A). The basis of arriving at the item-wise price break-up i.e. price of individual components to the discovered price in reverse auction shall be in the same proportion as was given in the Indicative Commercial Bid by the L1 bidder discovered via reverse auction. However, Bank reserve the right to adopt different methodology/process for arriving at the base price for reverse auction.

3. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
4. In case of any discrepancy between figures & words, the amount in words shall prevail.
5. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
6. Bank is not bound to place any minimum order for any item. The quantity will also be as per requirement.
7. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
8. Bank will offer Base Price, Decrement Value to all eligible bidders for participate in reverse auction. Bidder will be allowed to participate only after acceptance of Bank offer.
9. Lowest Bidder (L1) will be determined by the price discovered through Reverse Auction, which will be conducted for TCO, which consists of all mandatory services mentioned in Indicative Commercial Bid Format.
10. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
11. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
12. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
13. Any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

**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 Deputy General Manager  
**Digital Banking Division**  
**Punjab National Bank**  
**Head Office, Plot 5, 5<sup>th</sup> Floor**  
**Institutional Area, Sector 32**  
**Gurugram-122001**

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

## **Integrity Pact**

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

And

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

### **Preamble**

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

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

### **Section 1- Commitments of the Principal**

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

- a. 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.
- b. 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.
- c. 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 an any and all payment 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 existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

### **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 IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(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 Shri. Raj Kumar Singh (I.R.S. Retd) (email ID: mrrajksingh@gmail.com, mrrajksingh@yahoo.com) (Mob no. 8141488880) & Dr Sarat Kumar Acharya (Ex CMD, NLC India Ltd), (email ID: sarat777@rediffmail.com) (Mob no. 9442118060) 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 be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. 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 recues 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)

**Performa for the Bank Guarantee**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank  
 Digital Banking Division  
 Plot 5, 5<sup>th</sup> Floor,  
 Institutional Area, Sector 32  
 Gurugram-122001

Dear Sir,

In Consideration of Punjab National Bank, Digital Banking Division, HO, Plot-5, Institutional Area, Sector-32, Gurugram-122001, Haryana (hereinafter called 'the beneficiary') having rate contract dated XXXXXXXX on M/s XXXXXXXXXXXXXXXXXXXXX., having its registered office at XXXXXXXXXXXXXXXXXXXX (hereinafter called "the Supplier") for **RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA.** to Punjab National Bank against the purchase orders to be placed under the aforesaid rate contract to the supplier.

We, \_\_\_\_\_ having our Head office at \_\_\_\_\_ and carrying on business amongst other places at \_\_\_\_\_ (hereinafter called the Bank), do hereby irrevocably and unconditionally guarantee the due performance of the contract by the supplier for **RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA.** If the said supplier fails to maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we -----, do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of supplier or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said supplier of any of the terms and conditions of the said contract, SLA, NDA or by reason of supplier's failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. XXXXXX-(Rs. XXXXXXXXXXXX only), valid for XXXXXXXX months. You are entitled to invoke this guarantee full or in parts subject to the maximum limit of Rs. XXXXXX/-(Rs. XXXXXX only), within the validity period of this guarantee including claim period.

We -----, further agree that this guarantee shall continue to be valid till XXXXXX you certify that the supplier has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee or until XXXXXXXX, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before XXXXXXXX, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the supplier shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the supplier and at our discretion, provided such request is served on the bank on or before XXXXXX.

Failure on part of the supplier in this respect shall be treated as a breach committed by the supplier and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period. That, if the bank guarantee is not renewed for any reason whatsoever, on or before the expiry of this guarantee, entire amount guarantee shall become forth with due and payable to the beneficiary and the bank shall pay the amount to the beneficiary without any demur on a written demand.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the supplier and either to enforce or forebear to enforce any

or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matters aforesaid or by reason of any time being given to the supplier or any other forbearance act or omission on your part or any indulgence by you to the supplier or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under.

We further agree that this Guarantee shall not be in any manner whatsoever affected by reason of change in constitution of the supplier or including but not limited to any Insolvency or Liquidation of the supplier nor will this Guarantee be in any manner whatsoever be affected by any merger, amalgamation or absorption of the beneficiary, the same shall be valid and effective for the beneficiary constituted by merger, amalgamation, absorption etc.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the supplier i.e. M/s XXXXXXXX, the beneficiary i.e. Punjab National Bank, and ourselves i.e. -----, unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of any of the party undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing.

Our liability under this Guarantee is absolute, unconditional, irrevocable and unequivocal and this Guarantee is distinct and independent of any contracts between the suppliers and / or any contracts between Beneficiary and supplier. We further agree that the Bank's liability under this Guarantee and the beneficiary's right to recover the amount of this Guarantee from the Bank shall not be in any manner whatsoever be affected or prejudiced by reason of any dispute/s between the supplier and the beneficiary irrespective of whether any proceedings in respect of any such dispute/s has been instituted before any Court, Authority or Forum by whatever name of designation called anywhere in India.

Notwithstanding anything contained hereinabove:

1. Our liability under this bank guarantee shall not exceed Rs. (Rs. only).
2. This bank guarantee shall be valid up to and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before XXXXXXXX.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER IN INDIA**

To  
 Deputy General Manager  
 Punjab National Bank  
 Digital Banking Division  
 Plot 5, Institutional Area, Sector 32  
 Gurugram-122001

Sir

**Reg.: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA**

We hereby undertake the following: -

1. We, M/s\_\_\_\_\_ are the Service Provider of \_\_\_\_\_  
 (Name of the Service), being offered to Punjab National Bank through  
 M/s\_\_\_\_\_ (Bidder's Name), who is our authorized  
 Partner/representative in India for supply of this Service.
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 support available to attend and resolve issues/calls within the TAT specified in SLA.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Bill Of Material (BOM) of Offered Services**

To  
 Deputy General Manager  
 Punjab National Bank  
 Digital Banking Division  
 Plot 5, Institutional Area, Sector 32  
 Gurugram-122001

**Reg.: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA**

SN	Description of Services	Compliance (Yes / No)
A		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

Yours faithfully,

**Date:**

**Place:**

**Signature of Authorized Signatory (of Bidder)**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Seal of Company:**

**Undertaking for Labour Laws Compliance**

To  
The Deputy General Manager  
Punjab National Bank  
Digital Banking Division  
Head Office, Plot 5, 5<sup>th</sup> floor  
Institutional Area, Sector 32  
Gurugram-122001

Sir

**Reg.: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA**

We, M/s\_\_\_\_\_ undertake that we comply with all the applicable clauses of Central and State Labour Law of India as on the date of this undertaking will ensure compliance for the contracted period (also in case enhance the same)

**Yours faithfully**

**Date:**

**Place:**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

## Escalation Matrix (Bidder)

To  
 The Deputy General Manager  
 Digital Banking Division  
 Punjab National Bank  
 Head Office, Plot 5, 5<sup>th</sup> Floor  
 Institutional Area, Sector 32  
 Gurugram-122001

Sir

**Reg.: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA**

We hereby submit the escalation matrix of our organization (M/s \_\_\_\_\_) for **Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA**. 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				

Yours faithfully

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company



**CERTIFICATE FOR COMPLIANCE OF ORDER PP NO-1 GFR 2017 RULE 144 (xi)****RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA****(To be provided on letter head by each Bidder)**

We M/s \_\_\_\_\_, OEM of \_\_\_\_\_(item), having model No/version no/Service.:\_\_\_\_\_, 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:

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

<b>Shareholding structure of the OEM as on 31.03.2021</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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

<b>Shareholding structure of the OEM's Parent Company as on 31.03.2021</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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 FOR COMPLIANCE OF ORDER PP NO-1 GFR 2017 RULE 144 (xi)****RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA****(To be provided on letter head of OEM)**

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:**

<b>Shareholding structure of the Bidder as on 31.03.2021</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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

<b>Shareholding structure of the Bidder's Parent Company as on 31.03.2021</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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 of Local Content**

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Ref.: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA Dated: \_\_\_\_\_**

This is to certify that proposed \_\_\_\_\_ services as per scope of work mentioned in the indicative commercial bid is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP and amended thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide order No. P-45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June 2020 & Revision vide order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September 2020 .

**Signature of Statutory Auditor/Cost Auditor**

**Registration Number:**

**Seal**

**Counter-signed:**

**Bidder**

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

(In case local content certificate is not applicable then Bidder need to share the certificate from Statutory Auditor/Cost Auditor for the same>

**Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

To:

Date:

Dear Sir,

**Ref: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA Dated: \_\_\_\_\_**

**Bidder Name:**

We, are a private/public limited company/LLP/Firm (strike off whichever is not applicable) incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 (strike off whichever is not applicable), having its registered office at hereinafter referred to as "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false; this would be a ground for immediate termination and further legal action in accordance with law.

**Signature and Seal of the Bidder**

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

## Scope of Work

### Detailed Scope of Work

1. Bidder must be compatible for integrate solution with the ATM switch for getting the real time feed and display the same in readable format for further action of resolution of the problem.
2. Bidder shall provide the solution for three environments as DC, DR and UAT. Post UAT and signoff only, said changes/customization shall be done in production environment.
3. Bidder shall be compatible to send the email to respective stack holder of FLM and SLM service provider, once the error occurred in the monitoring tool. Such email shall be send directly by the tool without any human activity.
4. Bidder solution must be compatible to integrate with switch for getting the data of ATM/BNA HIT and shall prepare the MIS of ATM HIT history of particular terminal. Such data shall have business intelligence of providing the history of total ONUS and Acquire Transaction on terminal and shall be comparable between any to dates, month & Year.
5. Bidder solution must be compatible for generate the ATM Availability report within given date range for any terminal, set of terminal, Circle or zone or HO and also able to handle the exception reported by the Bank for any terminal or set of terminal. Solution must be compatible for exclude such exception from the availability report.
6. Bidder solution must be compatible for customization of reports like Availability, Hits, ONUS & Acquire transaction, Health Status of terminal. Bank may ask for customization of any report as per requirement. Bidder solution shall be compatible for customization of reports without any limitation.
7. Bidder solution shall be compatible for Incident management, Cash Level Monitoring, Inventory Management, Business Intelligence and Transaction reporting and Monitoring.
8. Bidder solution shall be compatible for handling Dispatch call workflow i.e. for FLM and SLM calls generated for the terminal. Level of Workflow shall be as under:

#### **Level 1**

Terminal-> Reporting to Switch-> Reporting to Monitoring Tool->On Error Send an email to FLM Service provider & Bank Team + SMS Message to FLM and Linked Bank Branch Custodian

#### **Level 2**

FLM Service provider

If Call Successfully Closed, then close the call on Monitoring tool and send the same for authorization by Circle Team. Monitoring tool shall capture the closing time. Circle team shall close the call, if terminal remain operation and tool shall capture the closure time as captured after closing of call by the FLM Service provider. In Case of False remarks, Circle shall deny the call and call shall remain open since its first reporting time. Tool shall monitor the TAT of the FLM call and in case breach of TAT, tool shall calculate the penalty as per SLA between Bank and MSP (Managed Service Provider).

If call not get closed, Log the SLM Call and update the status of call to SLM & mention the docket

number of SLM call on portal of monitoring tool. After updation Monitoring tool shall send an email to SLM Service provider & Bank Team + SMS Message to SLM Engineer and Linked Bank Branch Custodian. Tool shall monitor the TAT of the FLM call and in case breach of TAT, tool shall calculate the penalty as per SLA between Bank and MSP (Managed Service Provider).

### Level 3

If Call Successfully Closed, then close the call on Monitoring tool and send the same for authorization by Circle Team. Monitoring tool shall capture the closing time. Circle team shall close the call, if terminal remain operation and tool shall capture the closure time as captured after closing of call by the SLM Service provider. In Case of False remarks, Circle shall deny the call and call shall remain open since its first reporting time. Tool shall monitor the TAT of the SLM call and in case breach of TAT, tool shall calculate the penalty as per SLA between Bank and OEM. (SLM Service Provider)

SLM Service provider

If call not get closed, and spare requirement mentioned by the OEM. Then OEM need to update the status of call to Part Required for terminal and provide the expected ETA of part and installation at site by Engineer. Tool shall calculate the penalty, if call not attended by the SLM as per TAT. After replacement of part at site, OEM need to close the call at portal. Tool shall monitor the TAT of the part replacement of terminal and in case breach of TAT, tool shall calculate the penalty as per SLA between Bank and OEM (SLM Service Provider).

9. Bidder shall provide the access of the monitoring tool to all its Circle offices, Zonal offices and Head offices with full rights and with bifurcation of terminal among circle and zones so they can view only their own terminal only.
10. Bank may ask bidder to provide the access of such tool to all its stakeholders like ATM Managed Service vendor and OEMs of the terminal.
11. Bidder shall collect old data of existing monitoring tool using by Bank and import the same in bidder solution so Bank may collect the old history of terminals as per requirement and able to generate reports.
12. Bidder shall provide the One onsite resource (DBA- Data Base Administrator) at Head office for 365 days support.
13. Bidder shall store the data of terminal for atleast 120 days and store the old date in Hard drives (should be provided to Bank). In case of old date requirement, Bank may ask Bidder onsite support for fetching the date and provide the same to Bank as per requirement.

14. Solution shall be capable to segregate terminals as per requirement of Bank such as VIP Terminals etc. for effective and efficient monitoring.
15. Bidder shall be able to implement and provide the tool as per Bank requirement with zero deviation within 45 calendar days from date of empanelment letter given by Bank. If bidder fails to do so, Bank may terminate the contract, invoke Bank Guarantee and may Blacklist the bidder for further empanelment for a period of five years.
16. During UAT (User Acceptance Test) if Bank raise any observation then Bidder shall ensure to close the observation and get successful tested within 7 working days from date of intimation by Bank. Any future requirement/modification/customization required in tool shall be done within 30 calendar days from the date of intimation or timeline specified by the regulator such as RBI, MoF, MHA, IBA etc., whichever is earlier.
17. Bidder solution shall be compatible for inventory management of terminals, Preventive maintenance status, part replacement history of terminal etc.
18. Bidder shall provide tutorial video for training of monitoring tool and store the same at cloud and share the link of the same to Bank for training during contract period. Such video should be designed and named in such a way that person shall see the video as per requirement instead of view full flash video.
19. Bidder shall provide the CHAT BOX facility, so bank staff can raise queries with stakeholders (to whom access of portal provided) and get the reply over the CHATBOX. Bidder shall provide the history of Chat Box to Bank ready available for downloaded in PDF format.
20. Bidder shall provide the complete solution for managing the monitoring solution.
21. Hosting of the Solution: Bank intends to procure the solution on the enterprise license model, i.e. Bank intends to procure enterprise software licenses of the offered monitoring solution, required for installation, operations, and maintenance of the proposed solution as per technical and other requirements explained in the RFP document. Software will be installed and maintained at Bank Head office at ITD, New Delhi or DBD, Gurugram Head office.
22. A feature for SMS and E-Mail alert of down ATMs is a mandatory requirement from the solution. Every ATM's downtime should be reported within 10 minutes to its associated E-Mail IDs and Phone numbers via E-Mail and SMS respectively. Delay/failure in doing this will lead to the penalties being imposed.
23. Bidder shall provide regular upgrade and update of the patches for the software solution provided for the solution.
24. Bidder shall provide a functionality to Bank for uploading the reports like Terminal Daily HIT, Daily Availability, ONUS Transaction, Acquire Transaction etc. On the basis of Bidder shall be capable enough to use the business intelligence for customization & publishing the report as per Bank's requirement, which Bank shall use for decision making at different levels.  
For example, on the basis of data Bank shall ask to customize the report of non-viable & viable terminals on the basis of breakeven point decided by the Bank.
25. Bidder shall provide the Dashboard and real time monitoring of the terminals status, media status, cash status and connectivity status. The live dashboard to display current ATM status (like in service/out of service/Disconnected terminals/Cash out terminals/Cash Jam reports) which help the user to act on the problematic ATM very quickly. Bidder shall provide the detailed status of Card Reader, RP Printer etc.
26. Bidder shall ensure to add the frequency of the alerts via email and SMS for down calls. Alerts should be regularly sent in every 15 minutes till than FLM service provider or Bank update the status of call in web portal. Such alert frequency shall be work only for call raised between 9.00 AM to 7.00 PM. After 7.00 PM and before 9.00 AM, no repeated alert should be send.

27. Bidder shall provide support for access of web portal on intranet network and internet. Bidder shall also develop the mobile application and provide the access to Bank and its stake holders. Bank shall ask access of these application for any number of con-current users with minimum capacity of 500 users. Through mobile application, Banks and its service provider such as OEM of terminal, Managed Service providers shall be able to use all functionality as asked in the scope of work. Bidder shall be liable for ensure database synchronization of the web portal, mobile application as well as DC & DR server simultaneously.
28. If Bank avails the multi-vendor solution during the contract period, then bidder solution should be capable to integrate with the multi-vendor solution.
29. Bidder shall provide a admin rights to Head office users from where they can check the live feeds of switch and feeds showed in the web portal in single interface. Here Bank requirement is to view the switch feeds in live web portal environment only. For viewing the switch feeds, Bank shall not be asked to login in server separately.
30. Bidder shall provide the graphical dashboard to get a bird's eye view of the terminals. Bidder shall provide the browser based user interface with the rich graphical status of terminal status and performance.
31. Bidder shall provide the role based users at circle, zone and head office level. Bank shall also specify the user rights which shall be provided to its Managed service providers and OEMs of the terminals.
32. Bidder shall provide the users with segregation of the terminals within circle and zonal offices which means Circle user login to have access to only the circle's terminals. Same shall be used for Zonal office user also.
33. Bidder shall provide the functionality to users for addition/deletion of terminals at their level with maker and checker functionality. Maker user power shall be lying with Circle, Zonal office level user and Checker user power shall be lying with the Zonal office and Head office users.
34. Bidder shall provide the secure communication among the sub system of the solution and support IPV4 and IPV6 network.
35. Bidder shall provide the login user ID & password management for accessing the portal. Bidder shall also conduct the review of created users periodically. Through review bidder shall delete the inactivated user as per Bank user review policy.
36. Bidder shall ensure secure TLS communication between sub-systems.
37. Offered Solution must comply with the PCI DSS (PCI Data Security Standards). The PCI DSS applies to any entity that stores, processes, and/or transmits cardholder data. It covers technical and operational system components included in or connected to cardholder data. A Certificate to this effect must be provided.
38. Bidder solution should have ability of remote administration. Solution should have ability to schedule the command execution across terminals, if integrated with ATM switch.
39. Bidder solution should be capable & compatible for service level agreement of different service providers like ATM/BNA OEM's, ATM/BNA Managed Service Providers including Opex/Bhagidari vendors etc. Bidders solution should be capable & compatible for capturing the various SLA parameters and calculate the penalties of service providers as per SLA executed with them after excluding the exceptions and force majeure events permitted/accepted by Bank.
40. Solution should be compatible with existing IST Switch and any other major switches available in Indian market. In case of any future upgradation or migration of switch, the proposed solution will be again integrated without any additional cost.
41. Solution should be capable of monitoring ATM Switch server without any restriction on number of (IBS/MBS/IVR) interfaces/interchanges/ATM nodes/transactions & ATMs.



42. Solution must do Profiling of ATM & POS transactions in real-time. Should show Information and statistics on Transactions at various levels and metrics like: Node, Logical Network, Branch, Interchange, Circle, State, Acquirer, Issuer, Terminal Type, Transaction types, Card BIN, Reasons for Reversals, Response code Analysis, Approved, Denials, Reversal, Timeouts, Stand-In transactions, Response Time, User-defined, transaction matrices etc.
43. Solution should have a configurable fault tolerance mechanism to maintain data accuracy/authenticity.
44. The solution should be user friendly & capable of configuration of new views/rules/reports/dashboards as per business requirement.
45. Solution should be capable of monitoring, graphical representation & generating reports of following parameters:
  - a) ATM transaction.
  - b) POS transactions.
  - c) E-Comm transactions.
  - d) Response code wise ATM/POS/E-Comm transactions.
  - e) Interchange wise Approve/decline transactions Successful/Decline transaction on Node/Stations configured at switch level.
  - f) Onus/issuer/Acquirer wise successful decline status.
  - g) Successful/Decline transaction on various interfaces integrated (response code based) with ATM Switch etc.
  - h) Hardware suspected.
  - i) ATMEOD on T+2 basis  
Vendor Managed –Admin  
Branch Managed-Admin
  - j) Content management
46. The solution should provide industry standard reports [both historical and real time reports along with Ad-hoc report generation facility. The dashboards should be customizable and adhoc reports should be generated on data presented in these dashboards. Reports should be exported in xls., txt., csv., pdf format. Drill down feature on the dashboards should present detailed information on the ATM. Solution should allow Bank to change the business logic and logics behind the dashboards logic as per their requirement.
47. Solution must have functionality to do Transaction Monitoring Solution should display critical & striking Information to help Bank identify loss of revenue, like:-Transaction Denial reasons at different levels, Number and percentage of Timeout Transactions (ONUS,NOT-ONUS etc.) at user desired intervals.
48. Remote download facility to ATM machine should be available to authorized users under controlled environment.
49. Solution should monitor and report critical events at ATM Switch end. The solution should have capability of generating auto incident Tickets and should identify server downtime along with its detailed causes e.g. network, CBS, hardware etc. It should be response code based auto escalation facility to various parties via SMS and Email.
50. Solution should be capable of searching ATM/POS/E-comm transaction on various parameters like card number/token/reference number/trace number etc.
51. Solution should be PA-DSS Compliant.
52. It should allow Historical Trend Analysis and help in Capacity Planning. Should have Monitoring Schedule feature to allow user to create or modify a threshold to schedule monitoring and automation of system resources based on business calendar. It should allow automating Recovery actions in case of threshold violations. It should have Rule Based E-Mail and SMS Escalations to different support levels. It should contain Web-

Browser support for monitoring critical events. The proposed monitoring solution should read the switch logs/data files/OB through a suitable Agent/process to gather all the information. Proposed solution's data gathering components which will be deployed at ATM Switch hardware should not impact/affect Switch performance. The application processes/Agent/Backend process should do minimal usage (below 2%).

53. Bidder shall provide the two-way interface and integration with Managed service providers portal and update the ticket of the terminal automatically.
54. Bidder solution should be integrated with switch as API Based/ agent based.
55. It will also include ancillary and incidental services relating to the above scope of work.
56. Bidder shall provide all support for developing and customizing the Monitoring Tool during the contract period without any cost during contract period including extension period specified in RFP and in case Bank changes the ATM Switch vendor.
57. Proposed solution should have capability of doing real-time performance and system & resource monitoring of ATM Switch hardware. The proposed solution should provide Enterprise dashboard as well as distinct dashboards for ATM Switch process monitoring, system & performance monitoring. It should have capability of Performance monitoring of terminals connected with ATM switch through single interface in Real-time. The Interface should be User friendly with configurable views as per business/user requirement.
58. Bidder must have sufficient technical skilled staff for implementation of the Monitoring Tool as per requirement of Bank and should be able to deliver and support the Proposed Solution during the contract period with in TAT.

***Note: Further Bank shall have the full discretion to avail any of the services enlisted in the scope of work. Bank, at its sole discretion, at any point of time, may avail or discontinue any of the services or increase / decrease the numbers of the sites during the period of contract by giving 15 days prior intimation to the bidder/s. In another words, Bank will not be obliged to accept all the works from the bidders at all the sites.***

#### **Other Terms & Conditions:**

1. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
2. A detailed agreement will be entered into with the vendor specifying deliverables, expected performance and penalties thereon for non-performances to the agreed level.
3. The offered services or solution shall be subjected to Bank's audit scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor 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.
4. Obtaining of the Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the vendor. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as per the requirements.
5. The bidder will provide the all material as per specification, if there is upward revision in the material under same specification offered, at no extra cost to the Bank.
6. The Bidder should specify any infrastructure requirements which need to be provided for commissioning and smooth functioning of the Services.
7. The bidder should provide comprehensive support during the entire contract period for all services mentioned in RFP.

8. Supply of complete Software as per specifications and requirements defined in RFP, commission, install, test, configure and maintenance of the required equipment/appliance/solution, at various locations identified by the Bank.
9. Configuration will include configuring the equipment as per Bank's requirements.
10. The bidder will provide the latest model available, if there is upward revision in the model offered, at no extra cost to the Bank.
11. The Bidder should have the Back to Back agreement with OEM during the entire contract period to ensure the smooth working and to achieve the highest uptime on the offered equipment & services. In case of failure of the Bidder, the OEM is required to finish the project as per the terms & conditions of this RFP. The bidder will be responsible for ensuring preventive maintenance.
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. 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 be applicable to the replacement equipment.
14. Successful bidder shall provide all technical specifications, all necessary entitlements, papers of license, etc. of all equipment covered in this RFP to the Bank.
15. 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.
16. 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.
17. 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.
18. 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/currency of Project.
19. 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.
20. Bidder shall provide the Onsite Technical Support with minimum qualification required for DBA and manage the application on server. Bank shall ask bidder to change the Onsite Technical Support, if same is not found competent for providing the support as asked by Bank in the RFP.

21. Bidder shall provide two screens (more than 42 inches) which shall be located at Head office at Delhi (ITD) and Gurugram. Through these screen bidder shall publish the Graphical view of following things:
- a) Functional ATM/BNA & down ATMs/BNA.
  - b) Total no of down terminals category wise such as cash out, card reader etc.
  - c) Zone/Circle wise real time availability of the terminals with comparison of last day availability
  - d) Zone/Circle wise income through ADC (alternate delivery channel) status on the basis of data provided by Bank for a month and financial year basis. Bank shall also ask to publish the view on the basis of comparison of data.
  - e) Zone/Circle wise view of total card base in last month (Bank shall provide the data), total acquire transactions, Onus transactions and comparison with the last month data and year to year to year basis
22. The Bank may, at its sole discretion, provide remote access to its information technology system to the Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:
- a. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
  - b. Service Provider shall ensure that only it's authorized employees/representatives access the Device.
  - c. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
  - d. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
  - e. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
  - f. Service Provider shall be responsible for protecting its complete solution effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

Any of the services mentioned under Scope of Work (Annexure-XXI), can be withdrawn, fully or partially, by giving a notice of 30 days, any time during the contract period and no commercials for the service as per price discovery, will be paid subsequent to withdrawal of service. The bidders shall submit the undertaking on their letter on the format prescribed in Annexure-XXII.

**Certificate for Undertaking of Withdrawal of Services**

**Dated:**

**RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz.**  
**ATM & BNA**

We refer to the captioned RFP issued by Punjab National Bank (PNB) in which we, \_\_\_\_\_ have participated as a bidder.

In terms of the Provisions of the captioned RFP, any of the services mentioned under the Scope of Work (Annexure XXIII of RFP) can be withdrawn, fully or partially, by PNB by giving a notice of 30 days at any time during the contract period. We understand that the restriction to terminate the contract within the half of the contract period shall not in any way restrict the right of PNB to withdraw any service at any time during the contract period with the mandated 30 days' notice.

3. We understand that the right to withdraw any service during the tenure of the Contract is without prejudice to any other provision of the RFP and we undertake not to dispute any such withdrawal of service or claim any commercials for the service(s) withdrawn.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## PENALTY CLAUSE

### **PENALTIES FOR DELAY/DEFECT IN SERVICES**

**Penalty for delay in implementation:** If bidder fails to implement the tool as per Bank requirement in 45 days. After 45 days penalty of 1% of project cost will be charged per week, maximum upto 10% of the project cost. Beyond that Bank may invoke the Bank Guarantee/ Blacklist the Bidder or both. In case bidder not complete the integration within TAT then Bank shall terminate the contract and invoke the Bank Guarantee or blacklist the bidder for a period of five years for further participation in Banks RFP or both.

### **Penalty for Downtime:**

For downtime of solution due to which Bank is not able to monitor the terminals, Bank shall deduct the penalty as under:

Down time	Penalty
> 30 Minutes <= 1 hour	Rs. 50,000/- Or 10 % of Monthly payable amount applicable to bidder, whichever is higher
>1 hour <= 2 hour	Rs. 75,000/- Or 15 % of Monthly payable amount applicable to bidder, whichever is higher
>2 hour <=4 hour	Rs. 1,00,000/- Or 20 % of Monthly payable amount applicable to bidder, whichever is higher
>4 hour <=8 hour	Rs. 1,50,000/- Or 30 % of Monthly payable amount applicable to bidder, whichever is higher
>8 hour <=24 hour	Rs. 2,00,000/- Or 40 % of Monthly payable amount applicable to bidder, whichever is higher
>24 hours	Rs. 2,50,000/- Or 50 % of Monthly payable amount applicable to bidder, whichever is higher  Bank shall invoke the Bank Guarantee or Blacklist the Bidder or both in case of following instances:  1. If two instance of downtime more than 24 hours reported in a month. 2. If Single instance of downtime more than 24 hours reported and same is not made operational in 36 Hours from the actual downtime starts.

If different instance of downtime in a day cumulatively falls under above bucket, then Bank will also impose the penalty as per penalty mentioned in above table.

### **Penalty for Uptime**

In case of Monitoring tool is not able to maintain the 99.95% uptime, Bank shall impose penalty as under:

- a) Bank shall impose flat penalty of Rs. 50,000/- for every .50 downfalls in required uptime each day. Penalty for Downtime and Uptime will be applicable separately.
- b) Bank shall also recover the loss of amount which shall arises due to not providing the uptime 99.95%

- c) Bank shall deduct the penalty from the monthly payable amount applicable to bidder.

**Penalty for alerts services:**

In case of Monitoring tool is not able to deliver the SMS alert/Email as per scope of RFP then Bank shall impose penalty as under:

Incidents	Penalty
For more than 5 incident in a month	Rs. 50,000/- Or 10 % of Monthly payable amount applicable to bidder, whichever is higher
For increase of each incident in a month	Additional Rs. 5000 Or 1 % of Monthly payable amount applicable to bidder, whichever is higher

**Penalty for Onsite Technical Support**

In case Onsite Technical support not provided by the bidder within 1 month from letter of intent or PO then Bank shall invoke the Bid security declaration and Bank Guarantee.

Bidder shall arrange the alternate resource in case of absence of the Onsite Technical Support. In case of Onsite Technical Support is not present in Bank and there is no alternate resource then Bank shall deduct payment from monthly payments on pro rata basis.

**Penalty for delay in Implementation**

In case bidder could not complete the integration within TAT then Bank shall terminate the contract and invoke the Bank Guarantee or blacklist the bidder for a period of five years for further participation in Banks RFP or both. No amount shall be payable in case any of the services are not provided.

**Penalty for Damaging Bank's Asset**

Any damages to the Bank's assets due to negligence of services provider will be recovered on actual basis from the bills payable to service provider.

If the **SERVICE PROVIDER** fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the SERVICE PROVIDER. The Bank reserves the right to recover an amount as deemed reasonable, as Liquidated Damages for non-performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

1. If however, there are recurrent instances where Bank had to resort to penalty of 50% regularly, Bank at its absolute discretion may cancel engagement / orders as a whole and would ask the vendor to remove its services within 30 days with continuation of services from such site/s. The decision of the Bank will be final and binding on the vendor and the vendor will have no recourse in such cases.

2. Beyond this bank shall also have the option of cancelling the orders/or invoking Bank Guarantee unless delay is on part of the bank or reasons beyond control of both bidder/bank.
3. If there is any loss to the assets due to negligence on part of the bidder, he shall be held liable for the same & Bank shall recover the same from the bidder.

The penalties referred in this annexure shall be recovered from the future invoices and/or by invoking the performance bank guarantee.

**Calculations for levying of penalty will be done by Head Office DBD every month and on the basis of those calculations, payment shall be released.**

**Exclusions for downtime and penalty calculations:**

- Monitoring solution not able to received feeds from switch, if TM switch is not functional or any connectivity issue arises, Power failure
- Any communication/ connectivity issue/ LAN issue and related downtime not attributable to the service provider
- Vandalism/damage by unauthorized person
- Natural calamity and Force Majeure
- Planned/scheduled maintenance including preventive maintenance

**Maximum Cap on penalty**

Maximum penalty cap shall be 50% of the monthly payment. If calculated penalty remains equal to and more than 50% for a period three consecutive months, than Bank shall terminate the contract, without any notice.

Every instance wherein penalties are levied up to the above capped percentage for regular two months would be considered by Bank as one of the grounds for cancellation of contract.

**Uptime**

Bidder shall maintain minimum uptime of 99.95% in each month. If solution remain down or providing the improper output (which are not as per the switch feeds) for more than 4 hours, then solution shall be deemed as down for a whole day. Uptime of tool shall be calculated as under:

Maximum Uptime in a month: 100%

Uptime per day: 3.33%

If solution remains down for more than 4 hours, then downtime of a day shall be calculated as 3.33%.

Once on board of the services and associated applications, the services should be available on all working days & holidays 24 hours and hence any technical problem should be resolved as per the response Time Matrix given below.



<b>Sl. No.</b>	<b>Severity</b>	<b>Severity Description Support for Software Solution</b>	<b>Response Time</b>	<b>Resolution Time</b>
1	Severity 1	If the call is pertaining to complete disruption of services resulting in non-functioning of application /Solution. The operation is mission critical due to major disruption.	Within 30 Min of incident.	Within 1 Hrs. of incident.
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of incident.	Within 2 Hrs. of incident.
3	Severity 3	Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.	Within 30 Min of incident.	Within 4 Hrs. of incident.

## PARAMETERS REGARDING SECURITY CONTROLS

S. No.	Required Controls	Mandatory	Compliance (Yes/No)
1	Whether Bidder has information security policy in place with periodic review	Yes	
2	Whether Bidder has operational processes with periodic review in following areas: a) Business continuity management b) Backup Management c) Desktop/ system/ server/ network device hardening with baseline controls d) Patch management e) Port management f) Media movement g) Log management h) Personnel security i) Physical security j) Internal security assessment processes	Yes	
3	Whether Bidder has instituted proper documented change management process	Yes	
4	Whether Bidder has proper documented policy and process of incident management/ response	Yes	
5	Whether Bidder ensures that no unwarranted, illegal, and fraudulent misuse of data shared by the Bank	Yes	
6	Whether Bidder monitoring their system and operations regularly.	Yes	
7	Whether Bidder's ensures synchronization between DC & DR server.	Yes	
8	Whether Bidder has deployed secure production, disaster recovery and testing environment for their application.	Yes	
9	Whether PADSS certification of the offered solution is available	Yes	
10	Whether the Bidder has a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations.	Yes	
11	Bidder will engage CERT-IN empanelled ISSPs for ensuring security posture of their application.	Yes	
12	Whether quarterly vulnerability assessment and penetration testing is being done by the Bidder for its Software.	Yes	
13	Whether suitable security certification (ISO, PCI-DSS etc.) of the offered solution is available.	Yes	

14	While sharing the data, whether Bidder is agreeable to encrypt the same as per industry best standards with robust key management.	Yes	
15	Whether Bidder is agreeable to completely erase the data after processing at their end, if so permitted to be stored.	Yes	
16	Whether Bidder is agreeable to store the data with encryption (Data at rest encryption), if storing is permitted in RFP.	Yes	
17	Whether Bidder is agreeable to get the data storage technology (Servers /Public Cloud/ Tapes etc.) appropriately reviewed by the Bank.	Yes	
18	Bidder to confirm that it will not share the Bank's data to any other party for any purpose without prior permission of the Bank.	Yes	
19	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.	Yes	
20	Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.	Yes	
21	Whether Bidder is willing to implement an efficient and sufficient preventive controls to protect the Bank's interests against any damage under section 43 of IT Act.	Yes	
22	Whether Bidder is agreeable to provide the process by which segregation of user accounts, database, backup, application admin and support account activities is achieved.	Yes	
23	Whether the Bidder is agreeable to store the archived data in a manner that it will not be available over internet in any case and will have restricted access.	Yes	
24	If required by the Bank, whether the Bidder is willing to use Competent Authority (CA) approved digital signing for non-repudiation purpose.	Yes	
25	Whether Bidder is willing to purge the post archival data regularly and report the same to the Bank.	Yes	
26	Whether controls have been put in place for PKE keys, if stored locally for providing access to privileged user access only.	Yes	
27	Whether bidder is having system in place for proper log generation, storage, management and analysis?	Yes	
28	Whether bidder is maintaining all Web, Application, DB, Configuration and User access logs for forensic readiness?	Yes	
29	Whether bidder is maintaining logs for privileged access to their critical systems?	Yes	

30	Bidder is required to store data on cloud in India only. Bidder to submit compliance certificate from auditor yearly.	Yes	
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**Date:** \_\_\_\_\_

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**NON DISCLOSURE AGREEMENT**

This Confidentiality–cum-Nondisclosure Agreement (herein after referred to as ‘Agreement’) is entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, between \_\_\_\_\_, a company registered under meaning of Companies Act, 1956 , having its Registered Office at \_\_\_\_\_, (herein after called ‘Service Provider’); and

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Plot No 5, Institutional Area ,Sector 32 Gurugram – 122001 and inter-alia, its Digital Banking Division at, 4<sup>th</sup> Floor, Plot No 5, Sector 32 Gurugram – 122001 (herein after referred to as ‘PNB’).

The Service Provider and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per \_\_\_\_\_ Agreement dated \_\_\_\_\_. In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the ‘Disclosing Party’ and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the ‘Recipient’, and will include its affiliates and subsidiaries.

1. Proprietary Information: As used in this Agreement, the term ‘Proprietary Information’ shall mean all confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidentiality:

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties’ respective rights under this Agreement.

b) The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure

reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, customer information and business information of the Disclosing Party.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

(a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

(b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

Limit on Obligations: The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

(a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

(b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;

(c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

(d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

(e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that, where a minimum of (2) days' time is provided to the recipient by the relevant authority to make such disclosure, the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 3 years from the date of disclosure.

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright for any other industrial or intellectual property right covering same.

#### 8. Damages:

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

The Recipient shall defend and/or settle any third-party claims, suit or other legal proceeding against the Disclosing Party arising directly out unlawful disclosure of Proprietary Information by the Recipient under this Agreement, provided:

- a) the Disclosing Party promptly notified the Recipient of the claim in writing;
- b) cooperates with the Recipient in the defense or settlement of the claim; and
- c) grants control of the defense or settlement of the claim to the Recipient.

#### 9. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness where of, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned here in above.

Date : \_\_\_\_\_  
Place \_\_\_\_\_  
Name of Authorized Signatory \_\_\_\_\_  
Email id \_\_\_\_\_  
Mobile No \_\_\_\_\_  
Telephone No \_\_\_\_\_  
Seal of the Company \_\_\_\_\_  
Signature of the Authorized Signatory \_\_\_\_\_

Date : \_\_\_\_\_  
Place \_\_\_\_\_  
Name of Authorized Signatory \_\_\_\_\_  
Email id \_\_\_\_\_  
Mobile No \_\_\_\_\_  
Telephone No \_\_\_\_\_  
Seal of the Company \_\_\_\_\_  
Signature of the Authorized Signatory \_\_\_\_\_

**UNDERTAKING FOR SUFFICIENT TECHNICAL STAFF**

To  
Deputy General Manager  
Punjab National Bank  
Digital Banking Division  
Plot 5, Institutional Area, Sector 32  
Gurugram-122001

Sir

**Reg.: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA**

We, M/s\_\_\_\_\_ are the OEM of the software which are being offered to Punjab National Bank by us and if selected as vendor we hereby undertake to comply the following guidelines under this RFP :-

We have sufficient number of technical skilled staff for implementation of the Monitoring Tool as per requirement of Bank and should be able to deliver and support the Proposed Solution during the contract period with in TAT.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



**UNDERTAKING FOR BUG FREE SOFTWARE**

To  
Deputy General Manager  
Punjab National Bank  
Digital Banking Division  
Plot 5, Institutional Area, Sector 32  
Gurugram-122001

Sir

**Reg.: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA**

We, M/s\_\_\_\_\_ are the OEM of the software which are being offered to Punjab National Bank by us and if selected as vendor we hereby undertake to comply the following guidelines under this RFP :-

**“The Software supplied by us is free from bugs, malware, covert channels in code etc.”**

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UNDERTAKING For compatibility to FIS IST switch**

To  
Deputy General Manager  
Punjab National Bank  
Digital Banking Division  
Plot 5, Institutional Area, Sector 32  
Gurugram-122001

Sir

**Reg.: RFP of Monitoring tool for real-time, web based monitoring of all the terminals viz. ATM & BNA**

We, M/s \_\_\_\_\_ are the OEM of the software which are being offered to Punjab National Bank by us and if selected as vendor we hereby undertake to comply the following guidelines under this RFP :-

**“The compatibility to FIS IST switch and shall implement the solution as per requirement of Bank.”**

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**BID SECURITY DECLARATION**  
(on Company Letter-head)

To,  
Deputy General Manager,  
Punjab National Bank,  
Digital Banking Division,  
Plot 5, Institutional Area, Sector 32,  
Gurugram-122001.

**Ref: RFP Ref No: HO/DBD/RFP/MT/2021-22/09 i.e. Request for Proposal (RFP) For Monitoring Tool for Real Time, Web Based Monitoring of all terminals viz. ATM & BNA**

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 5 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- I. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- II. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - b) Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) Notification
  - (a) of cancellation of the entire tender process or rejection of all bids at Bank's Website. or
  - (b) of the completion of tender at Bank's website or
- 2) forty-five days after the expiration of bid validity any extension to it.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## IMPORTANT INSTRUCTION FOR SUBMISSION OF BID

1. The technical bid should be submitted in a single hard-bound file. No loose pages must be submitted.
2. Both the technical bid and approach paper should be sealed inside a single envelop only.
3. **All pages of the Bid Document must be serially numbered** and each page must be manually/physically signed by the authorized signatory and stamped by Bidder's Official seal. No document should contain photocopy/stamp of the sign.
4. The Entire bid document must be signed by a Single Authorized Signatory Only. If Bank seeks any clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.
5. All Annexures must be on the letter head of the Bidder. **All documents, addressed to the Bank, should be submitted in Original.**
6. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
7. **Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**
8. All supporting documents must be submitted in readable form.
9. Non-Compliance to any of the points above may lead to rejection of the bid and Bank's decision will be final and binding on all participating bidders.\*Submission of commercial bids:- "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 which is to be submit online only in bank's e-procurement portal"

### CHECKLIST (FOR DOCUMENT SUBMISSION)

Sn	Particulars	Submitted (Y/N)	Page No
1.	Proof of Payment of RFP Cost		
2.	Certificate of Incorporation		
3.	Power of Attorney and Copy of Board Resolution		
4.	Audited Balance Sheets & Profit & Loss Statements		
5.	Terms and Conditions Undertaking (Annexure-I)		
6.	Undertaking By The Bidder (Annexure-II)		
7.	Compliance To Eligibility Criteria Undertaking (Annexure III)		
8.	Bidders Information (Annexure-IV)		
9.	Compliance Statement (Annexure-V)		
10.	Performance certificate(Annexure-VI)		
11.	Litigation Certificate (Annexure – VII)		
12.	Undertaking For Non- Blacklisted (Annexure – VIII)		
13.	Turnover Certificate by CA(Annexure-IX)		
14.	Technical Specification (Annexure-X)		
15.	Perfoma for Integrity Pact (Annexure-XII)		
16.	Performa For The Bank Guarantee (Annexure-XIII)		
17.	Undertaking For Having Service Support Center In India Being The OEM Of The Offered Solution/Services (Annexure-XIV)		
18.	BOM Of Offered Solution / Product / Hardware/ Services(Annexure –XV)		
19.	Undertaking For Labour Laws Complainece (Annexure-XVI)		
20.	Escalation Matrix (Both OEM & Bidder) (Annexure-XVII)		
21.	Certificate Regarding RFP (Annexure-XVIII (a))		
22.	Certificate Regarding RFP (Annexure-XVIII(b))		
23.	Certificate Of Local Content (Annexure-XIX)		
24.	Certificate For General Financial Rules Compliance (Annexure-XX)		
25.	Scope Of Work (Annexure-XXI)		
26.	Certificate For Withdrawal Of Services(Annexure-XXII)		
27.	Penalty Clause(Annexure-XXIII)		
28.	Parameters Regarding Security Controls (Annexure-XXIV)		
29.	Non Disclosure Agreement (Annexure-XXV)		
30.	Undertaking For Sufficient Technical Staff (Annexure-XXVI)		
31.	Undertaking For Bug Free Software (Annexure-XXVII)		
32.	Undertaking For Compatibility To FIS IST Switch (Annexure-XXVIII)		
33.	Bid Security Declaration (Annexure- XXIX)		