



पंजाब नैशनल बैंक  
...भरोसे का प्रतीक !



punjab national bank  
...the name you can BANK upon !

# **REQUEST FOR PROPOSAL(RFP) FOR ENGAGEMENT OF EXTERNAL CONSULTANT FOR DIGITAL TRANSFORMATION OF PUNJAB NATIONAL BANK**

<b>RFP REFERENCE NO</b>	<b>PNB/HODBD/RFP/22- 23/03</b>
<b>RFP ISSUANCE DATE</b>	<b>26.05.2022</b>
<b>LAST DATE OF SUBMISSION OF TECHNICAL BID</b>	<b>23.06.2022 (1700HRS)</b>

**Digital Banking Division (DBD HO)  
Punjab National Bank, Head Office,  
3<sup>rd</sup> Floor, Plot No 5  
Sector -32, Gurugram,  
Haryana-122001**



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### [A] IMPORTANT DATES

SN	PARTICULARS	TIMELINE
1.	<b>RFP Issuance Date and Reference No.</b>	26.05.2022, PNB/HODBD/Digital Transformation/RFP/22-23/03
2.	<b>Last date &amp; time of downloading of bidding Document</b>	<b>23.06.2022, upto 17:00 Hrs</b>
3.	<b>For any queries Contact Details</b>	Email: <a href="mailto:dbdssarfp@pnb.co.in">dbdssarfp@pnb.co.in</a> (except 2 <sup>nd</sup> & 4 <sup>th</sup> Saturday, Sundays and Bank holidays)
4.	<b>Last Date of Written request for Clarifications</b>	<b>02.06.2022, Upto 15:00 Hrs</b>
5.	<b>Pre-bid Meeting</b>	<b>03.06.2022</b> from <b>11:00 – 13:00 Hrs</b> at Punjab National Bank ,Head Office: Digital Banking Division, 3 <sup>rd</sup> Floor, Plot no 5, Industrial Area, Sector 32, Gurugram-122001 (India)
6.	<b>Last date and time for Hash submission</b>	<b>23.06.2022, Upto 17:00 Hrs</b>
7.	<b>Last date and time for online bid submission/Bid Re-Encryption</b>	<b>From 23.06.2022, 18:01 Hrs to 24.06.2022, 14:00 Hrs</b>
8.	<b>Last Date of Submission of BID (Closing Date)</b> <b>Technical Bid – Hard Copy and Commercial Bid - Online</b>	<b>17:00 Hrs on 23.06.2022</b> , to Deputy General Manager, Punjab National Bank, Head Office, Digital Banking Division, 3 <sup>rd</sup> Floor, Plot no 5, Industrial Area, Sector 32, Gurugram-122001 (India)
9.	<b>Technical Bid Opening Date</b>	16:00 Hrs on 24.06.2022, at Punjab National Bank, Head Office, Digital Banking Division, 3 <sup>rd</sup> Floor, Plot no 5, Industrial Area, Sector 32, Gurugram-122001 (India)
10.	<b>Commercial Bid</b>	The commercial bids of only those Bidders who qualify in both eligibility & technical evaluation will be opened. The date for



		opening of the commercial bid would be communicated separately to the technically eligible Bidders. Commercial Bid is to be submitted online at <a href="https://etender.pnbnet.in/login">https://etender.pnbnet.in/login</a>
11.	<b>Cost of RFP (Non-Refundable)</b>	₹ 25,000/- (Rupees Twenty Five Thousand + 18%GST) (non-Refundable) should be submitted <b>online only</b> before the last date of submission in the following account: IFSC Code: PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110001 Account No. <b>0153002200175716</b> (16 digits) Imprest account – HO Digital Banking Division. * Firms registered under MSEs and Startups would be exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.
12.	<b>Total Security Deposit</b> <b>1. Earnest Money Deposit(Bid Security Fees) –</b> <b>2. Performance Security</b>	1. <b>Rs.50 lakh</b> should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank payable at New Delhi. BG should be valid up to 1 year from the last date of submission. IFSC Code: PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. <b>0153002200175716</b> (16 digits) Imprest account – HO Digital Banking Division. * Firms registered under MSEs and Start up India would be exempted from payment of earnest money if bidder can furnish requisite proof subject to the satisfaction of Bank. 2. Performance Security Deposit 3% of tender amount to be submitted by successful bidder within thirty days of award of work.
13.	<b>Time and Date for Presentations</b>	Will be communicated subsequently by the Bank
14.	<b>Project Start Date</b>	Successful bidder shall start the project within 30 days from the date of acceptance of purchase order.

## NOTES:

1. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with the e-procurement site of the bank. Bidders to ensure to get themselves registered timely, at least Two working days before the RFP bid 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 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 email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in).
4. 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.
5. The commercial bids to be submitted online only.
6. 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.
7. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard them. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
8. Bidders must have digital signature.

## [B] Glossary of terms

- i) Following terms are used in the document interchangeably to mean:
  1. Recipient, Respondent, Bidder means the respondent to the RFP document
  2. RFP means the Request For Proposal document.
  3. Proposal, Bid means "Response to the RFP Document"
  4. Tender means RFP response documents prepared by the Bidder & submitted.
- ii) Other Terms and abbreviations:

SN	Terms used in the RFP	Terms and abbreviations
1.	PNB	Punjab National Bank
2.	Bank	Punjab National Bank
3.	RBI	Reserve Bank of India
4.	AI	Artificial Intelligence



5.	ATM	Automated Teller Machine
6.	CBS	Core Banking Solution
7.	EMD	Earnest Money Deposit
8.	ETB	Existing To Bank
9.	GST	Goods & Service Tax
10.	HR	Human Resource
11.	JV	Joint Venture
12.	MIS	Management Information System
13.	MOUs	Memorandum of understanding
14.	MSME	Micro, Small and Medium Enterprises
15.	NTB	New To Bank
16.	Ops	Operation
17.	SLA	Service Level Agreement

**Confidentiality:**

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Punjab National Bank expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Banks In the event that such a circumstance is brought to the notice of the Banks. By downloading the document, the interested party is subject to confidentiality clauses.*



## **DISCLAIMER**

The information in this Request for Proposal ("RFP") document provided to bidders or applicants whether verbally or in documentary form by or on behalf of Punjab National Bank, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This is not an agreement and is not an offer or invitation by Punjab National Bank and is meant for the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). This RFP is designed with the purpose to assist the applicants/ Bidders to formulate their proposal.

Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Punjab National Bank and its directors, officers, employees, Respondents, representatives, agents, and advisors makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder require. Punjab National Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document, which may become apparent.

Punjab National Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and it will become part and parcel of RFP.

Punjab National Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Punjab National Bank shall be final, conclusive and binding on all the parties.





## **GENERAL INFORMATION**

Punjab National Bank(hereinafter called the “bank”) is floating Request for Proposal for engagement of External Consultant for Digital Transformation of Punjab National Bank to leverage the emerging economic and technological trends for driving business growth, build specialized capabilities and to have competitive advantage.

Shortlist of Bidders shall be prepared after evaluation of the Bids submitted by the Consulting Companies.

Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria, data & documents required (if any) to be submitted along with RFP, criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document.

The RFP document can be downloaded from the Bank's website [www.pnbindia.in](http://www.pnbindia.in) and alternatively hard copies of the document can be obtained from Punjab National Bank, Head Office, Digital Banking Division, 3<sup>rd</sup> Floor, Plot no 5, Industrial Area, Sector 32, Gurugram-122001(India) and may be requested by e-mailing to [dbdssarfp@pnb.co.in](mailto:dbdssarfp@pnb.co.in)

**GENERAL MANAGER**





## **ABOUT PUNJAB NATIONAL BANK:**

**Punjab National Bank** is the second largest Public Sector Bank (PSB) having Pan India presence. The Bank was established way back in the year 1895. It started its business on 12<sup>th</sup> April, 1895. Since inception in 1895, PNB has always been a "People's bank" serving millions of people throughout the country and also had the proud distinction of serving great national leaders like Shri Jawaharlal Nehru, Gobind Ballabh Pant, Rajendra Prasad, Lal Bahadur Shastri, Rafi Ahmed Kidwai, Smt. Indira Gandhi etc. amongst other who banked with us. With more than 125 years of strong existence and a network of 10098 branch offices including 2 foreign branches, 13350 ATMs as on March 31, 2022. Punjab National Bank is serving more than 18 crores esteemed customers. PNB, being the second largest Public Sector Bank (PSB), has continued to provide prudent and trustworthy banking services to its customers. The Bank enjoys strong fundamentals, large franchise value & good brand image. To meet growing aspirations of customers & compete in today's tough conditions, the Bank offers wide range of products & services.

For further details, you can visit to Bank's website [www.pnbindia.in](http://www.pnbindia.in)



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## **1. INTRODUCTION**

### **1.1 INTRODUCTION**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Punjab National Bank (hereafter referred to as Bank) to appoint a Consultant for digital transformation of the Bank.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Banks and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

### **1.2 INFORMATION PROVIDED**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of their directors, officers, employees, agents, representatives, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completion of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of their directors, officers, employees, agents, representatives, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### **1.3 COSTS BORNE BY RESPONDENTS**

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

### **1.4 NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents and the Banks until execution of a contractual agreement to the full satisfaction of the Bank.

### **1.5 RECIPIENT OBLIGATION TO INFORM ITSELF**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.



## 1.6 EVALUATION OF OFFERS

Each Recipient acknowledges and accepts that the Bank may, at its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

## 1.7 ERRORS AND OMISSIONS

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications specified in "[A] Important Dates".

## 1.8 STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

## 1.9 ACCEPTANCE OF TERMS

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

## 1.10. INDEPENDENT EXTERNAL MONITOR

The Independent External Monitor (IEM) of the Bank would review independently and objectively, whether and to what extent parties have complied with their obligations under the Integrity Pact. The detail of present Independent External Monitor of the Bank is as under:

Shri Raj Kumar Singh, (I.R.S. Retd.)

Email: [mrrajksingh@gmail.com](mailto:mrrajksingh@gmail.com)

Mob. No. 8141488880

Dr Sarat Kumar Acharya (Ex-CMD, NLC India Ltd)

Email : [sarat777@rediffmail.com](mailto:sarat777@rediffmail.com)

Mob No .9442118060

## 2. RFP RESPONSE TERMS

### 2.1 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

The **bidder may request a clarification on any clause of the RFP documents as per "[A] Important Dates"**. Any request of the clarification must be sent by standard





electronic means to [dbdssarfp@pnb.co.in](mailto:dbdssarfp@pnb.co.in). The bank will upload the replies to the queries on Bank's website through corrigendum notice within 1 week from last date of submission of the queries.

At any time before the submission of the proposal, the bank may amend the RFP by issuing an addendum and hosting it in the bank's website. The addendum will be binding on all the bidders. To give bidders reasonable time to take an amendment in their proposals the bank may, if the amendments being substantial extend the deadline for the submissions of the proposals.

## 2.2 PRE BID MEETING, SUBMISSION, RECEIPT, AND OPENING OF BID

A Pre-bid meeting as Question & answer session on RFP will be held **as per "[A] Important Dates"** at Punjab National Bank, Head Office, Digital Banking Division, 3<sup>rd</sup> Floor, Plot no 5, Industrial Area, Sector 32, Gurugram-122001 (India).

The original bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person, who has signed the proposal, must initial such corrections.

An authorized representative (in case of company, duly authorized by board resolution) who would be signing the Submission letter shall initial all pages of the original Bid Document with company seal.

The Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted at the same time in a single sealed envelope duly super-scribed as **"Punjab National Bank –RFP for engagement of External Consultant for Digital Transformation of Punjab National Bank."**

The RFP response may be sent or submitted at Head Office of Punjab National Bank at the following address by the due date and time as mentioned in this document:

Deputy General Manager,  
Punjab National Bank,  
Head Office, Digital Banking Division,  
3<sup>rd</sup> Floor, Plot no 5,  
Industrial Area, Sector 32,  
Gurugram-122001 (India)

The **deadline for submission of the RFP is as per "[A] Important Dates"**.

The bids will be opened on date mentioned as per **"[A] Important Dates"** at **Head Office: Digital Banking Division of Punjab National Bank**. The bidders who would want to be present at the time of opening of bids may send their representatives on the given date and time. However such bidder must communicate the Bank through mail ([dbdssarfp@pnb.co.in](mailto:dbdssarfp@pnb.co.in)), its representative name and details such as email id, contact details, designation 1 day prior (till 1700 hours) to the bid opening date.



## 2.3 REQUEST FOR PROPOSAL (RFP) VALIDITY

All Proposals shall be valid for a period of 180 days from the last date of submission mentioned in “[A] Important Dates”. The Bank will make its best effort to complete the process within this period. However, should the need arise the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance, the Bank shall not consider such proposal for further evaluation.

## 2.4 LANGUAGE OF TENDER

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

## 2.5 DISQUALIFICATION

Any form of canvassing/ lobbying/ influence regarding short listing, status etc. will be a disqualification from the RFP process.

## 3. LODGMET OF RFP RESPONSE

### 3.1 COST OF RFP

Cost of RFP as mentioned in “[A] Important Dates – 11. Cost of RFP” by way of online transfer (non-refundable), must be submitted online only before the last date of bid submission. The RFP response without the accompanying amount towards Cost of RFP shall be rejected by the Bank.

\* Firms registered under MSEs (Micro and Small Enterprises) and Start ups would be exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.

### 3.2 TOTAL SECURITY DEPOSIT

- I. Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 50 Lakh**, which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, DIGITAL BANKING DIVISION and filling all the details as per specified Performa at **Annexure-16**.
- II. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 1 year from the last date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the Bank. The BG should be submitted at the time of bid submission.
- III. In case of unsuccessful bidder, EMD will be returned either on completion of tender process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on EMD amount.
- IV. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount. Details for online



payment: IFSC Code: PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. 0153002200175716 (16 digits) Imprest account – HO Digital Banking Division **(Proof of the transaction (printout) to be submitted along with the bid documents).**

- V. The successful Bidder will have to furnish the Performance Bank Guarantee of an amount equal to 3% of the value of the contract for a period of 12 months with claim period of 6 months as per Annexure 06.
- VI. The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to invoke the same.
- VII. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of same amount of that period of time with a validity of the extension period with 6 months claim period. The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.

Note: Firms registered under MSEs(Micro and Small Enterprises) and Startups would be exempted from payment of earnest money if bidder can furnish requisite proof subject to the satisfaction of Bank.

### 3.3 LATE RFP RESPONSE POLICY

It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

RFP received late on account of any reason whatsoever will not be entertained. The RFP not accompanied by the Bid Earnest Money and Cost of RFP deposited as mentioned in "[A] Important Dates" are liable to be rejected as NON-RESPONSIVE.

### 3.4 NOTIFICATION

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

### 3.5 FORMATS OF BIDS

The Bidder should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the Bidder have rendered their services for execution of similar projects.

#### 4. **TERM OF REFERENCE**

##### 4.1 **PROJECT LENGTH**

Contract period with the Consultant for Digital Transformation of the Bank will be initially kept for 12 months from the date of signing of Service Level Agreement with the Bank. Contract period may be extended by additional tenures of 12 months each, up to a maximum of 2 times (total duration capped at 3 years) as per Bank's sole discretion, at the same team size and terms & conditions, provided services of the bidder is satisfactory.

The Bank shall have the right at its sole and absolute discretion to extend the assignment with the successful bidder for future requirements within the rates finalized in this process for various items / activities as described in the commercial bid, or at the prices negotiated thereafter after expiry of current 12 month assignment period.

The project is to be completed within the 12 months of the program. The project is divided into following 3 sub phases:

**Phase A: Gap Analysis & Design Phase (Months 1-2)**

**Phase B: Preparation for Implementation (Months 3-4)**

**Phase C: Implementation (Months 5 & onwards)**

#### **PURPOSE**

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP and must fulfill all the eligibility criteria mentioned under point number 5.1 of this RFP and are also in a position to comply with the technical requirement mentioned & submit the required proposal as per RFP. Apart from above, Bidder must also agree to all terms & conditions mentioned under this RFP.

The consultant will be engaged for transformation of entire Digital function of the Bank with the main thrust areas as under:

- Define, design, support& ensure implementation of customer journeys for Digital Lending & Digital Liabilities, enhancement of alternate delivery channels (ADC) and adoption of new channels
- Devise strategy for in-house skill development/capacity building & change management for roll out of customer journey.
- Support Fin-Tech & Vendor on boarding
- Revamp of IT Organization Structure & Operating Model

- Planning for Digital Transformation Roadmap
- Devise Strategy for Digital marketing/social media to enable for on boarding of new customers
- Support training & change management for roll out of customer journeys and to operationalize digital organization
- Driving Project Management Support

The above list is not exhaustive.

## 4.2 SCOPE OF THE WORK

The Bidder will be responsible for designing, guiding and ensuring end to end implementation of all their recommendations given to improve the aspects required for digital transformation of all the major areas covering business, support & control functions of the bank, planning and implementation.

This would enable creation of digitally enabled bank with business scale comparable to global banks and enable the bank to compete effectively in India & globally.

In all the proposed areas, the Bidder would recommend strategies, drive coordination and manage implementation keeping in view the immediate term goal and the long-term goal of attaining a vibrant fast growing digital organization. Further, each recommendation should be backed by Cost benefit analysis for the Bank and the recommendations, should also include the detailed requirements of system/hardware/networking/configuration requirements etc i.e. end to end recommendation.

**Minimum 10 number of onsite resources** to be deployed by the consultant during contract period and during any extension thereof. Techno Domain resource is to be provided for discussion with Business Users and for preparation of BRD. SPOC with related knowledge should be tagged to each business user department. Technical resources with expertise in the preparation of RFP is to be deployed for discussion with ITD / DBD and preparation of RFP.

### Brief List of Deliverables

Punjab National Bank proposes to engage the services of a management consulting firm, also referred to in this document as Consultant for Digital Transformation for support and assistance on the areas outlined below:

1. Define, design, support& ensure implementation of customer journeys for digital lending & digital liabilities, enhancement of alternate delivery channels (ADC) and adoption of new digital channels
2. Devise strategy for in-house skill development/capacity building/training & change management for roll out of customer journey

3. Support Fin-Tech & Vendor On-boarding
4. Revamp of IT Organization Structure & Operating Model
5. Planning for Digital Transformation Roadmap
6. Devise strategy for digital marketing/social media to popularize bank's product & services and on boarding of new customers
7. Support training & change management for roll out of customer journeys and to operationalize digital organization
8. Deriving Project Management Support for end to end implementation of the suggestions/recommendations.

### Module Wise Details:

#### Module 1 - Define, design, support& ensure implementation of customer journeys for digital lending & digital liabilities, enhancement of alternate delivery channels (ADC) and adoption of new digital channels

##### A. Digital Lending:

- a) Detailed assessment of current capabilities of Bank's RAM (Retail, Agriculture, MSME loans) highlighting the criticality of pain points for customers, potential business benefit from digitization.
- b) Identify issues and re-design customer functionalities and experience. Define functional design for the lending processes including end-state design and wireframes and to define stage-wise plan for implementation
- c) Provide statutory clarity/regulatory interface on various issues relating to digital lending business.
- d) Support design of Operational and Credit Policies for digital lending Products, such as:
  - Support Banks Analytics team for design of pre-approved models
  - Support Banks Analytics team to design digital score cards for screening at own channels/ third party sourcing journeys in line with Risk Management Policy of the Bank and Regulator
  - Support design of Product Notes for digital lending journeys for each phase
- e) Devise end to end customer journeys for select prioritized journeys:
  - Study the existing loan appraisal process (underwriting) and redefine the process with minimum degree of manual intervention
  - Design user friendly process flow from sourcing of application to disbursal with minimum steps
  - Identify possible hurdles likely to be faced by stakeholders
  - Formulate separate journeys for existing and new to bank customers
  - The designs of the customer journey should be such that there is reduction in TAT, a better customer experience, decrease in operational cost to the bank and reduced operational risk
  - Design/ redesign user-friendly applications formats



- f) Study the existing disbursement process with a view to
  - Digitize execution of documents
  - Reduce/ eliminate manual interventions
  - Reduce TAT (Turn Around Time).
- g) Defining dependencies with other business verticals and defining the roles and responsibilities of each business vertical involved in the process
- h) KPIs (Key Performance Index) to be defined for the teams involved in the Digital lending space
- i) Take up implementation of prioritized areas (lending and liabilities/ third party product processes in the first phase)
- j) Devising Strategies to offer digital lending products through various channels like Mobile Banking, internet banking, TAB banking and other channels to be suggested:
  - Consultant to ensure any digital lending journey built can be extended to Bank's all digital channels. In such a scenario, Consultant to ensure upgradation of UI/UX related to such customer journeys to ensure visual appeal and ease of use
  - Consultant to ensure any digital lending journey built can be extended to any new application over digital channel that Bank may build over the next 3 years
- k) Define the metrics to be tracked and setup the governance mechanism and support building of dashboards for management. Consultant to monitor adoption, issues faced and carry out course correction, if required.

## **B. Liability Products & Adoption of Digital Channels:**

- a) Conduct gap analysis and identify initiatives for new capabilities to enhance functionalities of existing channels and provide program management support for implementation of these initiatives for digital liabilities and channels
- b) Study major products and processes in the bank including channels like mobile banking, internet banking etc. :
  - Plan for revamping/ upgradation of channels
  - Addition of products and services through these channels for a better customer experience
- c) Identify products/processes available in the bank which have the potential to be digitized and draw out plan for their implementation.
- d) Study the liability products and services prevalent in industry and new products which bank can introduce on digital platform.
- e) Prioritize Journeys and make a phase-wise rollout plan, with emphasis on design/strategy along with benchmarking with best industry practice.
- f) Design of new channels and applications, based on the needs, usage, expectations of the customers. Devise strategy for adoption of new delivery channels like social media, Messenger Based Delivery Channels, Banking on the go etc.

- g) Designing customer communication and campaigns to on-board customers on the digital channels of the Bank - create targets and roadmap to achieve those targets.

## **Module 2 - Devise strategy for in-house skill development/capacity building**

- a) Designing objectives, organization structure and overall KRAs for the digital organization
- b) Identifying digital skills and capabilities required by the Bank to execute the requirements mentioned in all the modules.
- c) Developing talent strategy for the digital organization — competencies, hiring plan, on-boarding strategy
- d) Assistance in onboarding of lateral talent with expertise in risk, technology, analytics, etc., if required.
- e) Assist in Inhouse competency building for new technology as well as products and services

## **Module3 - Support Fin-Tech & Vendor On-boarding; Design Ecosystem Partnership Strategy**

- a) Identification of potential FinTechs partnership for implementation to harness the maximum benefits of the new initiatives like Account Aggregators, Umbrella Organizations etc.
- b) Devise strategy for tie-up with FinTech companies as tech enablers and for business volume generation, customer acquisition/retention, enhanced customer experiences.
- c) Review and design of FinTech selection and on boarding policy which should be in line with industry best practices.
- d) Devising strategies on making tie-up with Fintech companies. This should include preparing a process document, support for identification; on boarding and integrating the FinTech service providers/vendors with the bank. Consultant will support and guide the Bank to design and release RFPs for Fintechs/ vendor on boarding in case of need during the process of Digital Transformation.
- e) The consultant to provide recommendations for on boarding FinTechs/partnerships.
- f) Suggest the tie-Up with Fintech partners to increase Bank 's share of Business in rural and semi urban areas
- g) To recommend formats and templates for RFP formulation and vendor evaluation, Service Level Agreement (SLA) with partners, Project implementation Schedule, Project monitoring etc.
- h) Design Ecosystem partnerships blueprint, covering the following:
  - Design Ecosystem partnership blueprint covering framework to identify and shortlist the ecosystem partners across Retail, Agriculture, MSME



- and other credits.
- Assess benchmark best practices across India for ecosystem engagement
- Design the various models of engagement with partners
- Define value proposition with each identified partner
- i) To define Performance Metrics and define system to measure the Business delivery outcomes from the onboarded FinTech as defined / desired by the Bank.
- j) Review existing KRAs for Fintech department and recommend roles as per latest Industry standards
- k) Review the Bank's existing Fintech policy relating to digitisation by factoring data inputs from the Industry wise best practices.
- l) To study best in class financial technology prevalent in industry and market and devise strategy for adoption of such technologies in Bank.
- m) Develop strategy for Talent retention of employees working in Digital domains to leverage their skills for enhancing digital services.
- n) Strategize imparting new skills to employees to abreast them of latest technologies and trends prevalent in FINTECH industry.
- o) Review and align the FinTechs Policy/ Documents/ Vendor Engagements in line with RBI/DIPAM/ Ministry and Industry of Commerce and other regulatory Agencies.
- p) To Help the Bank to establish sandbox Testing facility for FinTech Start-ups.
- q) To recommend the Bank to participate in FinTech Eco-System as per RBI Fintech Department.

#### **Module 4 – Revamp of IT Org Structure & Operating Model for achieving Digital Transformation**

- a) Review existing organization structure and operating model of IT department to identify gaps. Design revised organization structure for IT department and provide recommendations of target operating model with detailed structure, specifics of the technological solutions to be utilized, roles and responsibility of the team, manpower requirement etc.
- b) Design Digital Architecture for the bank covering application, infrastructure and security architecture for the bank
- c) Consultant to review existing KRAs for IT department and recommend changes
- d) Consultant to review existing IT architecture of the bank and recommend changes to enable the digital transformation priorities described in Module
- e) Consultant to define target IT architecture for the bank and provide a blueprint for implementation of the same.
- f) The Consultant has to define strategies and technological solutions for IT & Digital operating model with detailed structure, specifics of the technological solutions to be utilized, roles and responsibility of the team, manpower requirement etc.

- g) Consultant to provide inputs to enable Bank to develop a future-looking policy for providing API-based services in partnership with neo-banks/other partners and to implement Open Banking Architecture
- h) Review the Bank's existing IT policy relating to digitization by factoring data inputs from the Industry wise best practices.
- i) Assist the Bank in adopting in Artificial Intelligence (AI), Machine Learning (ML), Block-chain & any other upcoming technology enabled solutions in Bank's environment
- j) Comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder .
- k) Review the Cloud Policy of the bank to enable the migration to cloud for existing and new applications considering all Data Security and privacy aspects.
- l) To explore more effective use of Cloud to reduce transaction and technology cost.

## Module 5 - Planning for Digital Transformation Roadmap

- a) Support Bank in initiating the functioning of the Digital organization i.e., ways of working, KPIs, interaction with various teams, etc.
- b) Design a Digital Transformation roadmap for the Bank for the next 5 years.
- c) Define Digital Vision of the Bank.
- d) Analyze existing technology infrastructure available at the Bank for effective use for the redesigned processes.
- e) Specify technology solutions to be set up to address gaps in overall architecture including future-ready Loan Origination System (for application processing), engagement layer applications and API Management Gateway
- f) Designing the policy on roadmap for digitizing of manual intensive work, ie, end to end digitalization of internal processes.
- g) Consultant will support and guide the Bank to design and release RFPs for on boarding of vendor, system integrator, Fintech as per need during the process of Digital Transformation.
- h) Devising strategy for other upcoming digital opportunities as permitted by regulatory framework and other regulatory requirements
- i) Support implementation of EASE Agenda in respect of digital capabilities to the extent it is consistent with the scope of this RFP.
- j) Assistance in a detailed assessment of vendor choices and preferences for each technology solution
- k) Designing objectives and overall KRAs for the digital and related organization
- l) Developing organization structure of the digital organization with defined roles and responsibilities.
- m) Feasibility on certification by Bank on security and privacy of data, risk management, quality management systems etc. Assisting Bank is complying for fulfilment of requirements of the required certification,

- n) Consultant to provide inputs to enable Bank to develop a future-looking policy for providing API-based services in partnership with neo-banks/other partners and to implement and market Open Banking Architecture
- o) Review the Bank's existing Digital Banking policies by factoring data inputs from the Industry wise best practices.

## **Module 6 - Devise strategy for Digital Marketing/ Social Media reach enabling of on-boarding of new customers**

- a) Devise digital marketing Strategy for Marketing for all type of products and services (both Digital/ Non-Digital) and on boarding of new customers
- b) Study the present marketing strategies/structure of the bank and suggest ways and means to revamp the strategies/structure
- c) Strategy for redefine process flow and functional design for Digital Marketing Department
- d) Frame strategy for marketing through Social Media channels
- e) Focus to increase visibility in the market through all digital channels to reach target segment in each product segment
- f) Strategies to enhance customer engagement and to retain customers using digital channel
- g) Support in creation of KPIs and KRAs of Digital Marketing Officers.
- h) Devising strategy to use data analytics and behaviour analysis of customers and best industry practice for increasing cross sell/ upsell of Digital products and services.
- i) Review and strategize Loyalty/Reward program as per best industry practice.
- j) Detailed design of contact center to ensure end to end digitization of journey and reduce customer drop off

## **Module 7 - Training & Change Management for roll out of customer Journeys and Structure of Digital organization**

- a) Define Digital organization structure required for driving transformation effort across the Bank e.g., new skill-sets
- b) Assist in framing implementation strategy and guidelines for any new regulation/guideline from regulator/government related to digitalization.
- c) Support Bank in initiating the functioning of the Digital organization i.e. ways of working, KPIs, interaction with various teams, etc.
- d) Roll out Plan and implementation - Consultant to draw a rollout and Implementation for digital Transformation in the bank and ensure successful Change Management with focus on:
  - Pilot rollout and full roll out plan
  - Communication with field
  - Preparation of training material & SOPs.
  - Support adoption of change by the staff.

- e) Consultant to support and work with ~~Corporate~~ Office Divisions/ Training Centers for adoption of the changes and scale up lending through Digital Channels.
- f) Identifying the training needs of the employees in the context of digital transformation and Devise Strategy to revamp and strengthen various e-learning /virtual learning/training program for the employees which is proposed to be part of digital transformation.
- g) Study the existing training process and analyze the gaps in terms of skillset and capability in the bank and devise suitable strategies for digitizing the training process
- h) Devise suitable training program with a view to implement digital transformation in the bank
- i) Support in organizing the digital business meet and identify KPIs for tracking on an on-going basis
- j) Working across the organization and operating offices to communicate and handhold in change management
- k) To define the measures the effectiveness initiatives and mechanism to course correct during the implementation of the same
- l) Establishing project management office with latest collaboration tools and project management tools

## Module 8 –Project Management Support

- a) Assist Bank in setting up Project Steering Committee and Project Delivery Team across various verticals (business, operations, technology, regulatory, compliance, human resources, etc.)
- b) To drive Transformation Management Office (TMO) for overall coordination& implementation of the project
- c) Based on discussions with Bank management, establish overall project governance structure to include the roles and responsibilities of the Steering Committee and Project Delivery Team
- d) Communicate the Digital transformation objectives to the project team
- e) Consultant to bear overall responsibility for Program Management Support for any vendor driven activities, development, work streams associated with any of the Modules mentioned above. Consultant shall monitor design and implementation efforts by vendor(s) and provide timely updates on the same
- f) To discuss progress on the digital transformation plan with work stream leads and regularly track the implementation status along with sharing the same with concerned stakeholders.
- g) Report to the Project Sponsor and Steering Committee based on established cadence.
- h) Manage quality, risks, issues, and changes
- i) Understand the key bottlenecks / challenges faced and discuss with concerned stakeholder to identify solution

- j) Support specific verticals with dependency management, co-ordination and highlight best practices
- k) To interact and make presentation to Bank's various committees, departments etc. regarding planning, implementation and progress of the projects and industry wide new trends driving the required transformation
- l) Provide program management support for Implementation of the proposed digital lending journeys across
  - Clearly defined timelines for each customer journey
  - Define specific functionality for each identified initiative
  - Design the process flow and rollout plan for the identified products and processes and extend support in implementation
- m) Rollout Plan and implementation – Consultant to draw a rollout and implementation plan for digital transformation in the bank and ensure successful change management.
- n) Devising Project monitoring reports/tool for project management & sharing the same with Bank's team.
- o) Knowledge transfer of all the relevant activities related to the project.

Consultant will be required to make discussions/ meetings/ presentations/ demos/ workshops/ trainings to different groups of business users/ committees/ technical teams as and when required by the Bank at its (Bank's) Delhi-NCR/Mumbai Offices.

#### 4.3 **NON EXHAUSTIVE CLAUSE**

The above Scope of work for different functions are not exhaustive and may contain the functions as required by the bank and as per the official Gazette / notification of the Government of India, DFS, Ministry of Finance and Regulatory authorities etc, as communicated from time to time during the course of the contract.

The Bidder will be responsible for designing, guiding and ensuring end to end implementation of all recommendation to improve the aspects required to focus on some of the major business areas to grow and to excel in the leadership position in industry which would follow all norms as prescribed by the Government and RBI's regulatory framework including planning all aspects and upon final approval, implementation of the same.

### 5. **BIDDER'S ELIGIBILITY CRITERIA & EVALUATION PROCESS**

**(ALL MANDATORY PROVISIONS)**

#### 5.1. **ELIGIBILITY CRITERIA**

It is mandatory for the potential bidders to ensure that the following minimum eligibility criteria are met in order to participate in the Process:





S N	Criteria Details	Supporting Documents by Bidder
1.	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008/ Professional Consulting firm & operating for 5 years as on the date of Bid Submission Date of RFP. The Memorandum of Association (MOA) / Article of Association (AOA) / Partnership Deed should contain about the line of business sought in RFP.	Copy of the Certificate of Incorporation issued by The Registrar of Companies/Partnership Deed etc..
2.	Bidder should have an experience of at least 2 completed/ongoing assignment in last 5 years in the nature of a comprehensive IT IT/Digital Consultancy/Transformation in a Public Sector Bank / Private Sector Bank {Excluding Co-operative Banks & Regional Rural Banks (RRBs)} BFSI having minimum 1000 Branches in India with total business from Indian Operations > Rupees 2 Lakh Crores as on Bid Submission Date.	<p>Credentials to be provided as under,</p> <ul style="list-style-type: none"> <li>a. Certified information from Statutory Auditor/Chartered Accountant for Price/ Amount of the contract/ work awarded and details of work done.</li> <li>b. On letter head of the Client signed by authorized signatory about the Services Delivered.</li> <li>c. Draft information to be provided about the work credentials and Email ID of an authorized person at the said company/firm to be provided for confirmation.</li> </ul> <p>And</p> <p>A Self-Declaration to be furnished by the Bidder on the Company's / Partnership's / LLP's letter head for the same.</p>
3.	The Bidder should be a profit making company / firm and should have made profit before tax in 3 out of last 4 consecutive financial years (2018-19, 2019-20, 2020-21, 2021-22). The Bidder should have an average turnover of at least ₹100 Crores for 3 out of last 4 consecutive financial years as per audited financial statements. (2018-19, 2019-20, 2020-21, 2021-22).	<ul style="list-style-type: none"> <li>(i) Audited financial statements or</li> <li>(ii) Statutory Auditor's certificate</li> </ul>



S N	Criteria Details	Supporting Documents by Bidder
	<b>Note:</b> In case of non-completion of Audit for the year 2021-22, financials for previous 4 years till 2020-21 shall be considered.	
4.	The Bidder should not have been blacklisted/debarred by the Central Government/ State Governments/Semi-Government departments/Regulatory Authorities/Financial Institutions/Banks/ Public Sector Undertakings in India in the last 3 years	Certificate from statutory auditor / Chartered Accountant And Certification on bidders letterhead signed by authorized signatory.
5.	The bidder should not be involved in any litigation which threatens solvency of the company.	Certificate is to be provided by the statutory auditor / chartered accountant.
6.	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead for the same. (Annexure 14)
7.	The Bidder's Organization should not be owned or controlled by any Director or Employee (or Relatives) of Punjab National Bank both present and those who have retired in the last one year from the bid submission date of RFP.	A Self-Declaration by the Bidder on Company's letter head (Annexure 14)
8.	Labour Law Compliance	Bidder to submit Labour law compliance certificate (Annexure 17)
9.	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered	Undertaking to be submitted



S N	Criteria Details	Supporting Documents by Bidder
10.	The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of Punjab national Bank	Undertaking to be submitted
11.	Bidder should have all necessary licenses, permissions, no objections, Approvals as required under the law for carrying out its business. It should have valid GST and other applicable taxes registration certificates/PAN etc.	Undertaking to be submitted
12.	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	Undertaking to be submitted

**NOTE:**

1. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
2. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
3. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.



4. Bidders to submit relevant documentary evidence for all parameters mentioned.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
6. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
7. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. 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.

## **5.2. EVALUATION PROCESS**

### **5.2.1 OPENING OF TECHNICAL BID**

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the Bidder who choose to attend the opening of the offer on the date and time specified in this RFP document.

The Authorized representative of the Bidder having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the Bidder, authorizing him to represent and attend the Bid opening on behalf of the Bidder.

### **5.2.2 PRELIMINARY SCRUTINY**

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements. The Bank will inform the date, time and venue of presentation to the firms.

The proposals received by the Bank will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL BID EVALUATION CRITERIA.

The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Bidder" as per evaluation methodology under OVERALL EVALUATION CRITERIA.

After presentation, commercial bids will be opened and evaluated for bidders securing 70% (70 out of 100) or more marks as per scoring given in Technical Bid and Presentation.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

The Bank reserves the right to reduce the minimum qualifying marks, as above, to ensure that at least two bidders qualify for the commercial bid.

### 5.2.3 **BIDDING PROCESS**

A process has been adopted for RFP for engagement of external consultant for digital transformation of Punjab National Bank.

In response to the present tender, the Bidder is required to submit the sealed Technical Bid and Commercial Bid containing the documents as per the details in RFP, along with the documentary evidence, and other documents related to the bid.

The Bidder must enclose following in the **Technical Bid** to be kept in Envelope – I:

1. Letter of Authorization for Submission of Response as Annexure 11
2. RFP Response Covering letter as per Annexure 12
3. Undertaking as per Annexure 2
4. Credential Letters/ Purchase Orders / Supporting documents on relevant assignments.
5. Conformity with Hard Copy Letter as per Annexure 3
6. Conformity Letter as per Annexure 4
7. Integrity Pact as per Annexure 8
8. GST Registration Certificate.
9. Certificate from statutory auditor of the bidder certifying that Bidder has not been blacklisted/debarred by the Central Government/ State Governments/Semi-Government departments/Regulatory Authorities/Financial Institutions/ Banks/ Public Sector Undertakings in India.
10. Project plan with detailed activities, milestones and timeframes as per Annexure 09
11. Format for Submission of Deliverables as per Annexure 10
12. A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.
13. Team Profile as per Annexure 5
14. A copy of the RFP along with the addendum(if any issued) duly putting the seal and signature on all the pages of the document for having noted contents and testifying of the terms and conditions.
15. CD of the Technical Bid submission
16. Bidders Profile as per Annexure 15
17. Proforma of the Bank Guarantee for Earnest Money Deposit as per Annexure 16

## 18. Compliance Statement as per Annexure 13

**The RFP Response document should be submitted to the Bank as one single hard copy and one soft copy of the Technical Bid and Commercial Bid (to be submitted online only separately) as mentioned at “[A] Important Dates”.**

**The proposal based on Technical Specification compliance as per Annexure should be submitted with pages properly numbered, each page signed and stamped.**

The Bidder must enclose the **Commercial Bid** as per Annexure 07- Commercial Bid (**Commercial Bid to be submitted online only**).

### 5.2.4 **TECHNICAL BID EVALUATION CRITERIA**

- ❖ The Bank will set up a Selection Committee for evaluation of the Technical Bids submitted by the bidders.
- ❖ The Selection Committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification / Eligibility criteria as referred in this document. The technical proposals will be evaluated on the basis of their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation / selection criteria demonstrating its technical capabilities and competence.
- ❖ The bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the overall scoring.
- ❖ Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to achieve the minimum technical score indicated in this document. The Technical proposals which are unsigned and incomplete shall not be evaluated.
- ❖ A presentation before the Selection Committee of the Bank is to be made by the eligible Bidder on their understanding of the key considerations, proposed Methodology and Approach to be adopted, and proposed team, Work Schedule and Activity Schedule etc. The technical capabilities & competence of Bidder should be clearly reflected in the presentation.
- ❖ The date & time of presentations will be notified by the Bank, no changes in the schedule will be entertained thereafter.
- ❖ The technical capabilities and competence of the potential Firm reflected in the technical proposal made available should be consistent with the presentation to be made before the committee.

Based on the details submitted by the Bidder in the Technical Bid, the Technical Evaluation of the eligible Bidder will be carried out as furnished below:



S N	Particular		Marks
1.	<p><b>Experience with Public/Private Sector Banks in India</b></p> <p>Bidder experience in modules mentioned under scope of work in this RFP of at least six months in Public Sector Banks / Private Sector Banks/NBFC in the last 5 years from the bid submission date of RFP. Both Ongoing as well as Completed Projects will be considered.</p> <p>Scoring Methodology-</p> <ul style="list-style-type: none"> <li>• 15 marks- if criteria are met for 4 or more modules</li> <li>• 10 marks—if criteria are met for 3 modules</li> <li>• 5 marks- if criteria are met for 1 to 2 modules.</li> </ul>	A copy of engagement letter/work order/ letter of award / Project Completion Certificate with relevant details for each assignment to be furnished by the bidder.	15
2.	<p><b>Experience/case studies of relevant experience of projects as per context of this RFP</b></p> <p>Experience and Credentials in implementation of Digital Transformation / Setting up of platform for Digital Bank in India done in last 5 years from the bid submission date of RFP with - Public Sector Bank/ Private Sector Banks / NBFCs with minimum Total Project duration of 6 months. Both Ongoing as well as Completed Projects will be considered.</p> <p>Scoring Methodology-</p> <ul style="list-style-type: none"> <li>• 20 marks- if the criteria are met for 5 or more Public/Private Sector Banks/NBFC</li> <li>• 15 marks - if the criteria are met for 3 or more Public/Private Sector Banks/NBFC</li> <li>• 10 marks - if the criteria is met for less than 3 and equal or more than 1 Public/Private Sector Banks/NBFC</li> </ul>	A copy of engagement letter/work order/ letter of award / Project Completion Certificate with relevant details for each assignment to be furnished by the bidder	20
3.	<p><b>Proposed Approach and Methodology *</b></p> <ul style="list-style-type: none"> <li>❖ Understanding context of Punjab National Bank and of Indian Public Sector Banks</li> <li>❖ Understanding of the scope of the assignment and each sub component of the RFP as demonstrated in the response to the RFP</li> </ul>	Bidder Presentation	45





S N	Particular		Marks
	<ul style="list-style-type: none"> <li>❖ Proposed approach and methodology for the entire scope of work, broken down component wise.</li> <li>❖ Innovativeness of proposed initiatives vis-à-vis the problem solved and the cost-benefit analysis.</li> <li>❖ Clearly defined timelines, deliverables and Milestone based marking.</li> <li>❖ Ease of implementation of proposed initiatives.</li> <li>❖ Meets with the Bank's goals and objectives.</li> <li>❖ Tools and techniques, standard operating procedures and best practices to be adopted.</li> <li>❖ Ensuring proper handover of capabilities to Bank's in-house teams for sustainability</li> <li>❖ Training &amp; handholding of key Bank teams to ensure appropriate capability building</li> </ul>		
4.	<b>Proposed Team Profile &amp; deployment</b> <ul style="list-style-type: none"> <li>❖ Experience and profile of Subject Matter Experts assigned</li> <li>❖ Experience and profile of the key personnel assigned which includes Team Leader, Module Leader(s), team members etc.</li> <li>❖ Team deployment plan by module/ sub-module.</li> </ul>	Profile of the employees along with name, qualification, experience should be furnished on the company's letter head (Annexure 05)	20
	<b>TOTAL</b>		<b>100</b>

*\*The Bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the scoring under this parameter.*

### 5.2.5 OVERALL EVALUATION CRITERIA

This will be a TECHNO COMMERCIAL EVALUATION and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Bidder. The evaluation methodologies vis-a-vis the weightages are as under:

The Score will be calculated for all eligible and technically qualified Bidder based on the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$



Where:

S = Score of the Bidder

T = Technical score of the Bidder

T High = Highest Technical score among the Bidders

C = Quote as provided by the Bidder (please refer to Annexure)

C Low = Lowest Quote of C among the Bidders

The Bidder securing the highest score becomes the successful Bidder

For example – There are three Bidders X, Y and Z.

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (X) in Technical evaluation as 100. Technical score for other Bidders (Y, Z, etc.) will be computed using the formula Marks of other Bidders (Y, Z, etc.) / Marks of highest scorer (X)\*80.

Similarly, Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say Z) as 100.

Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder \*20.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Bid and 20% for the Commercial Bid as described below.

The combined score is arrived at by adding Technical Score and Commercial Score.

The successful Bidder will be the one who has highest Combined Score.

S. No.	Bidder	Technical Evaluation Mark (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (Out of 100)
1.	X	95	75	$95/95 \times 80 = 80.00$	$55/75 \times 20 = 14.67$	$80.00 + 14.67 = 94.67$
2.	Y	90	65	$90/95 \times 80 = 75.79$	$55/65 \times 20 = 16.92$	$75.79 + 16.92 = 92.71$
3.	Z	85	55	$85/95 \times 80 = 71.58$	$55/55 \times 20 = 20.00$	$71.58 + 20.00 = 91.58$

In the above example Bidder X with highest score becomes the successful Bidder.



**On combined score if there is a tie, the Bidder with the higher Technical score will be awarded the assignment and 4 decimal points shall be considered for calculation of combined score.**

The Respondent will be invited by the Bank for a presentation on their Technical Bid. The Bank will assign marks for the technical evaluation based on the Technical Bid Evaluation criteria (5.2.4) and the presentation made to the Bank's technical evaluation committee.

**RESPONDENTS SCORING A MINIMUM OF 70 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING.**

However, kindly note that the Bank reserves the right to finalize and if deemed necessary, focus on only the domestic presence of the Bank (and excluding the international presence) from the scope of work, as decided by the Bank.

**The Bank's decision is FINAL in this regard.**

The fees payable to the selected Bidder will be determined as per the scope of work finalized by the Bank as per SLA.

## **6. GENERAL TERMS & CONDITIONS**

### **6.1 REJECTIONS OF BIDS**

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how the Bank will interpret Proposals, the format in which Bidders will specify the fundamental aspects of their Proposals, has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in

**“[A] Important Dates”**. Responses to the queries will be uploaded on Bank’s website through corrigendum notice within 1 week from last date of submission of queries of the bidders. Bank at its option may hold a pre-bid meeting, to answer all the questions / queries submitted by email, the date for which would be intimated through corrigendum notice which will be uploaded on bank’s website.

Proposals received by the Bank after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in dead line the same shall be updated on the Bank’s website and shall be applicable uniformly to all bidders.

## 6.2 REPRESENTATION AND WARRANTIES

The Bidders represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
  - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
  - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract have been complied.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder’s compliance with or performance of the terms and provisions of the Contract :
  - a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,

- b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or
  - c) Will violate any provision of the Memorandum and Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.
- xii. Any intellectual property arising during the course of the project under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

### 6.3 RELATIONSHIP OF PARTIES

- i. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Punjab National Bank and Successful Bidder.

- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Punjab National Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.
- v. The Successful Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vi. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Successful Bidder its prior written consent.

#### **6.4 NO ASSIGNMENT**

The empanelment cannot be transferred or assigned by the Bidder without the prior written approval of the Punjab National Bank. 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

#### **6.5 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.

#### **6.6 PUBLICITY**

Any publicity relating to the work to be carried out in BANK 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 and prior permission has been taken from Bank. All the bidders must give a declaration in this regard duly signed by them.

## 6.7 CONFLICT OF INTEREST

The Bidder shall disclose to the Bank in writing, all actual conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the services / empanelment as soon as practical after it becomes aware of that conflict. It is clarified that providing similar services to other clients shall not be construed as a conflict of interest.

## 6.8 NOTICES AND OTHER COMMUNICATION

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

## 6.9 ASSOCIATE

Bidder may associate a part of work only, with explicit consent of Bank, subject to the condition that only part of the activity for which bidder does not have capability may be taken with the help of an associate.

Any association to be done in the entire process, be provided to Bank with Technical Bid beforehand along with technical details of the Scope of Work being done by an associate. A confirmation letter, along with credential details from the associate addressed to the Bank to be submitted. The associate must have minimum 5 years' experience in the respective area. The acceptance of the associate will be subject to the technical abilities of the associate and credentials of associate will not be considered for technical evaluation. The prime responsibility of the associate will be that of the bidder.

If any company / bidder / firm bid as an individual bidder then the said bidder will not be eligible to act as an associate for other Bidders. A company/firm is an associate of a Bidder (A) then the said company/ firm cannot be an associate of a Bidder (B).





Bank reserves the right to check the work done by associate anytime during the course of the contract.

## 6.10 INDEMNITY

The bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- i. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by bidder under this assignment; and/or
- ii. Negligence or willful misconduct of the bidder and/or its employees, agents, associate of the bidders in performance of the obligations under this assignment; and/or
- iii. Claims made by employees or associate or associate's employees, who are deployed by the bidder, against the Bank; and/or
- iv. Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the bidder to its employees, its agents, contractors and associate, or
- v. Breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the bidder under this assignment; and/or
- vi. Breach of confidentiality obligations of the bidder; and/or
- vii. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the bidder in writing as soon as practicable when the Bank becomes aware of the claim, and the bidder will cooperate in the defense and settlement of the claims.

The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of 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. 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 supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the VENDOR cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.





The bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the bidder with the assistance, information and authority reasonably necessary to perform the above.

Indemnity would cover damages, loss or liabilities suffered by the Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by banks, they have the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

## 6.11 SUBSTITUTION OF TEAM MEMBERS

The BID should also contain resource planning proposed to be deployed for the project, which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise.

If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 1% of the contract value per week as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

## 6.12 BACKGROUND CHECK

Successful bidder has to conduct proper background check of the employees of the bidder. Onsite staff should submit BGV (background check verification document) in regard to compliance of Education Qualification, Certification, Experience and Police Verification from HR at the time of Onboarding of resources to the Bank. The resource to submit Company ID Card and a copy of KYC at the time of joining of the project to the Bank.

## 6.13 LIMITATION OF LIABILITY

Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of

time, means the aggregate value of the purchase orders, paid by bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank: -

- i. Liability of Vendor for third party claims for IP Infringement;
- ii. Liability of Vendor (including third party claims) in case of bodily injury (including Death);
- iii. Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence;
- iv. Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement;
- v. Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;
- vi. Breach of the confidentiality;
- vii. Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank;
- viii. Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.
- ix. Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.

#### 6.14 PRINCIPAL TO PRINCIPAL LIABILITY

The employees engaged by the Vendor shall be deemed to be the employees of Vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the terms of this Agreement shall be deemed to constitute a partnership or joint venture or employee-employee relationship 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 is there any master-servant relationship between the parties. The relationship is on principal to principal basis.

The Vendor shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when is notified by Government, The



Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The Vendor shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to its personnel/employees under applicable labour legislations/rules/regulations

## 6.15 CONFIDENTIALITY

- i. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.
- ii. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party



to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- iii. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends 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.
- iv. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.
- v. The Vendor 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 Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor 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 Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.
- vi. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement 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 Vendor is bound to maintain the confidentiality.
- vii. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor 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. Vendor 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.

- viii. Bank acknowledges that it considers the Vendor 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 Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.
- ix. An Information shall not be considered confidential to the extent and only to the extent, such information is:
- already known to the receiving party free of any restriction at the time it is obtained from the other party;
  - subsequently learned from an independent third party free of any restriction and without breach of this Agreement;
  - is or becomes publicly available through no wrongful act of the other party;
  - is independently developed by one party without reference to any Confidential information of the other;
  - 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 written prior notice of such requirement.
- x. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
- xi. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.
- xii. The bidder shall not, without prior written permission of the bank to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party.
- xiii. The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- xiv. Bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.



- xv. That Bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.
- xvi. The Bidder shall provide access of the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less stricter terms than this Agreement. Even if some Bidder's employee leaves the job, he will neither share any information about bank Network Security with anybody else nor he will use it for his new job. Bidder shall continue to be responsible for any such act of its ex-employee.
- xvii. Bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of Bidder. Bidder shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Vendor will keep all the data, sources and information confidential and will not disclose or release it to any other party.

## 6.16 INTELLECTUAL PROPERTY RIGHTS

- i. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
- ii. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
- iii. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
- iv. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor 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.



## 6.17 PAYMENT TERMS

The payment to be made on satisfactory completion (by the competent authority as decided by the Bank) of assignment:

S. No.	Key Milestones for Payment	% age of Contract Value
1.	On completion of Gap Analysis phase of all modules <i>and</i> on completion of 2 months of contract	15%
2.	On completion of Design and Preparation of Implementation Phase of All modules <i>and</i> on completion of 4 months of contract	20%
3.	On completion of implementation of any 4 modules to be decided as per approved project plan <i>plus</i> initiation of pilot for 2 lending journeys & 1 liabilities/third party product journey as defined in module 1 of the scope of work <i>and</i> on completion of 8 months of contract	30%
4.	On completion of all modules and deliverables as per scope of work	35%

Any payment arising out of extension of the period will be on mutually agreed terms after expiry of 12 months.

Payment to the applicant will be done within 30 days of submission of undisputed bills, subject to billings as per the accepted terms of the work order on completion of work and satisfactory performance as certified by the Bank's authority.

## 6.18 VISITORIAL RIGHTS

The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Bidder shall cooperate with the authorized representative/s of the Banks and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the Bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

Bank's auditors would execute confidentiality agreement with the Bidder provided that the auditors would be permitted to submit their findings to the Banks, which would be used by the Banks. The cost of the audit will be borne by the Bank. The scope of such

audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Bank's appointed External auditors/ Regulators have right to audit and right to examine the PMS facilities, activities and assets (hardware and software).

## **6.19 COMPLIANCE WITH LAWS**

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

## **6.20 SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT**

The selected bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment or as intimated by the Bank.

All the expenses related to execution of the document such as applicable stamp duty and registration charges if any shall be borne by the consultant/vendor.

## **6.21 FORCE MAJEURE**

Notwithstanding anything contained in this Agreement, the vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure.

For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. Further, any price escalation/pandemic would not be included in force majeure

If a force majeure event arises, the vendor shall notify within Seven calendar days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event. Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims.

## 6.22 PENALTY AND LIQUIDATED DAMAGES

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

Notwithstanding Bank's right to terminate the order, penalty at 1% (one percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5% of the order value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder. Such penalties will be based on the timelines stated by the Bidder during the presentation to the bank (Timelines shall be made part of SLA).

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

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

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

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as

deemed reasonable as Penalty / Liquidated damages for non-performance. SLA violation will attract penalties.

The performance bank guarantee provided to the bank may be invoked in order to recover penalties/liquidated damages.

## 6.23 TERMINATION

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

In following events, Bank shall terminate this assignment or cancel any particular order if Vendor:

- a. Breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- b. Failure by bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- c. The progress regarding execution of the contract/ services rendered by the bidder is not as per the prescribed time line, and found to be unsatisfactory Or
- d. unsatisfactory services, non-capable resources or non-initiation of services within 30 days of order contract.
- e. Supply of substandard materials/ services Or
- f. Delay in delivery / installation / commissioning of services Or
- g. If deductions of penalty and liquidated damages exceed more than 10% of the total contract price.
- h. Violation of terms & conditions stipulated in this RFP.
- i. Change in Bank Policy
- j. Discrepancies / deviations in the agreed processes and/or products
- k. Unsatisfactory performance of complete solution
- l. Decision of the Bank regarding quality of services will be binding on the Vendor.

The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in the RFP.

Bank may terminate this RFP or subsequent agreement on happening of following events:

- a. The bidder unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof Or
- b. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vendor and such appointment continues for a period of twenty one (21) days Or
- c. The bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation Or

d. The bidder becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances, Bank reserve the right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving successful bidder at least 30 days prior notice in writing.

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six(6) months, after the completion of the notice period of three (3) months. During this period, the Bidder shall continue to provide the Deliverables and the services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- a. All the undisputed fees outstanding till the date of termination; upon the termination or expiry of subsequent Agreement
- b. The rights granted to Bidder shall immediately terminate.

As part of Reverse Transition Services, Bank shall have the right, and Bidder shall not object to or interfere with such right, to contract directly with any Bidder's subcontractor. Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the vendor without any consequences.

## 6.24 PRIVACY AND SECURITY SAFEGUARDS

The Bidder shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.



## 6.25 DISPUTE RESOLUTION /ARBITRATION

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, the matter may be referred to a sole arbitrator nominated by the Bank and the award made in pursuance thereof shall be binding on the parties. The venue of the arbitration shall be Delhi. The Arbitrator/Arbitrators shall give a reasoned award. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. VENDOR shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the decision to the contrary of the arbitrator or the umpire, as the case may be, has been obtained by Vendor. 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, being treated as default so that the business of the Bank is not disrupted

## 6.26 JURISDICTION OF COURT

Subject to para 6.25, All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in New Delhi and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.

## 6.27 SEVERABILITY

The clauses of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).

## 6.28 AMENDMENT

This Agreement may not be altered, or modified except by a written Agreement or addendum signed by authorized representatives of the Parties.

## 6.29 ENTIRE AGREEMENT

This Agreement contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.



### 6.30 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.

### 6.31 TAXES AND DUTIES

- i. It will be the responsibility of the Vendor to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.
- ii. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to effect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

### 6.32 NON-SOLICITATION

The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one (1) year thereafter, except as the parties may agree on a case-by-case basis.

The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

### 6.33 AUDIT

Bank can conduct any third party inspection/audit for any phase. Vendor must take all necessary changes as mentioned by the results of these audit. Bank will incur the cost of appointment of a third party audit. Vendor must ensure that findings of the audit are successfully closed by within mutually agreed timelines.

Vendor shall allow the bank, its authorised personnel, its auditors (internal and external) and/or other statutory authorities an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records will be out of the scope for the purpose of audit conducted by the Bank. If

Vendor is outsourcing any portion of the above activity, it will be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.

Vendor shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded.

Vendor recognizes the right of Reserve Bank of India (RBI) to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Bank of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Bank shall not exercise right to audit more than twice in a financial year.

### 6.34 PUBLICITY

Any publicity/ public announcement relating to the Agreement, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from other Party.

### 6.35 PRIVACY AND SECURITY SAFEGUARDS

The Bidder shall not publish or disclose to third parties in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

### 6.36 DATA PROTECTION

Bidder will comply with the Information Technology Act, 2000 and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.



Web portal will be secured to avoid hacking, infusion of virus, unauthorised copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder.

Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder will comply with the Information Technology Act, 2000 and will comply with all applicable privacy and data protection provisions and applicable laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Any Web portal used by the bidder to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.

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## Annexure 01 - Bid - Table of Contents

Technical Bid to contain the following:

Section	Section Heading	Proforma To be Given
1.	Covering letter certifying eligibility criteria compliance	Bidder to Provide
2.	Credential letters / Purchase orders / Supporting documents	Bidder to Provide
3.	Cost of RFP details	Bidder to Provide
4.	Proof of Earnest Money Deposit (EMD)	
5.	Undertaking Letter	Annexure 2
6.	Conformity Letter	Annexure 4
7.	Profile of Proposed Team Leader and Team Members	Annexure 5
8.	Technical Proposal: The proposal based on Technical Specification compliance as per Annexure should be submitted with pages properly numbered, each page signed and stamped.	Bidder to Provide
9.	Copy of the tender document along with the addendums duly signed by authorized signatory.	Bidder to Provide
10.	Integrity Pact	Annexure 8
11.	Methodology and Detailed Project Plan	Annexure 9
12.	Format for Submission of Deliverables	Annexure 10
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents	Annexure 11
14.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to Provide
15.	Compliance Statement	Annexure 13
16.	Bidder's Profile	Annexure 15
17.	Proforma of the Bank Guarantee for Earnest Money Deposit	Annexure 16



## Annexure 02 - Undertaking

To  
Deputy General Manager,  
Punjab National Bank,  
Digital Banking Division,  
Plot No. 5, Institutional Area  
Sector 32,  
Gurugram,- 122001

Sir,

### **Sub: RFP for Engagement of External Consultant for Digital Transformation of Punjab National Bank**

Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for the bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank have the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)



### **Annexure 03- Conformity with Hardcopy Letter**

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)*

To  
Deputy General Manager,  
Punjab National Bank,  
Digital Banking Division,  
Plot No. 5, Institutional Area  
Sector 32,  
Gurugram, - 122001

Sir,

#### **Sub: RFP for Engagement of External Consultant for Digital Transformation of Punjab National Bank**

Further to our proposal dated ....., in response to the Request for Proposal (Bank tender No..... hereinafter referred to as “RFP”) issued by Punjab National Bank we hereby covenant, warrant and Bidder as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #





## Annexure 04- Conformity Letter

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)*

To  
Deputy General Manager,  
Punjab National Bank,  
Digital Banking Division,  
Plot No. 5, Institutional Area  
Sector 32,  
Gurugram, - 122001

Sir,

### **Sub: RFP for Engagement of External Consultant for Digital Transformation of Punjab National Bank**

Further to our proposal dated ....., in response to the Request for Proposal (Bankt ender No. ....hereinafter referred to as "RFP") issued by Punjab National Bank we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Banks' decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



## Annexure 05 - Profile of Proposed Team Leader and Team Members

Profile of Proposed Team Leader and Team Members	
Name	
Present Designation	
Qualifications along with name of University / Institutions	
Nationality	
Years in the firm & Total Work experience	
Language proficiency	
Areas of expertise relevant to the RFP	
Role in the proposed assignment	
Tasks assigned	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Bidder:

Address:

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished.



## Annexure 06 - Performance Guarantee

### BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Deputy General Manager,  
Punjab National Bank,  
Digital Banking Division,  
Plot No. 5, Institutional Area  
Sector 32,  
Gurugram, - 122001

WHEREAS M/S ..... (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ..... (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Punjab National Bank (PNB) vide their Purchase Order no. .... dated ..... (hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs. ..../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, ....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it's ..... Office at ..... and a branch inter alia at ..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) ..... through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

- 1 We .....do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ..../- (Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account



of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-.(Rupees

..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

- 2 Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Banks shall be conclusive as regards the amount due and payable by us to you.
- 3 This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- 4 You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ..../- ( Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
- 5 The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, Bidder or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
- 6 In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.



- 7 Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
- 8 Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
- 9 The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10 The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
- 11 The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
- 12 We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
- 13 Notwithstanding anything contained herein above;
- a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
  - b. this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
  - c. 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 the expiry of this guarantee.
- 14 We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Banks.

Dated this the ..... day of ....., 20.....

For and on behalf of

Branch Manager Seal and Address





## Annexure 07- Commercial Bid

To be submitted Online only

Fixed Commercial Bid including Professional Fee and Out of Pocket Expenses based on the Scope of Work	
Fee Quote in ₹ (In Numbers)	(To be submitted online only)
Fee Quote in ₹ (In words)	(To be submitted online only)

### Note:

\* Total fee quoted above shall be all inclusive i.e., Professional Fee as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid.

However, GST and other applicable taxes shall be paid by the Bank on actual basis at the rate applicable, the rate of applicable GST and other applicable taxes should be informed and charged separately in the invoice generated for supply of the services.

The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference.

Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.

**Total fee quote mentioned above will be considered for scoring in the Techno Commercial bid evaluation.**

Note: The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Bidder:

Address:

Place:

Date:

**Seal & Signature of the Bidder**



## Annexure 08 - Integrity Pact

### 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 any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the 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 integrity Pact 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) (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)



## Annexure 09 -Methodology and Detailed Project Plan

S. No.	Item of Activity (Project Plan)	Month Wise Plan				Resources and time proposed
		Month 1	Month 2	...	Month 12	
1.	Activity 1					
2.	Sub-Activity 1					
3.	Sub-Activity 2					

1. Bidder should cover details of the proposed methodology for providing services as per below format:
2. Bidder may give suggestions on improvement of the scope of work given in the RFP and may mention the details of any add on services related to services over and above what is laid down in the RFP document.
3. Bidder is expected to provide details of the organization structure proposed for the execution of this contract. This should cover the composition of the complete team including Lead Bidder and Consortium members including their escalation matrix.
4. A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.
5. The bidder should also provide details of the tools to be used in the assignment and demonstrate the functioning during the presentation.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



**Annexure 10- Format for Submission of Deliverables**

S. No.	Name of Deliverable	Description	Expected Timeframe for submission	Draft Template

\*An illustration of the deliverables is also expected to submitted to the Bank



## **Annexure 11- Letter of Authorization for Submission of Response**

To  
Deputy General Manager,  
Punjab National Bank,  
Digital Banking Division,  
Plot No. 5, Institutional Area  
Sector 32,  
Gurugram,- 122001

Dear Sir,

SUB: Authorization Letter for submission of the proposal in response to the RFP

REF: Your RFP: \_\_\_\_\_ dated \_\_\_\_\_

This has reference to your above RFP for Engagement of External Consultant for Digital Transformation of Punjab National Bank.

Mr./Ms..... is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Bank as called for vide the Bank's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

**Note:** This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Organization in its proposal.





## **Annexure 12- RFP Response Covering Letter**

Date:

To  
Deputy General Manager,  
Punjab National Bank,  
Digital Banking Division,  
Plot No. 5, Institutional Area  
Sector 32,  
Gurugram,- 122001

REF: Your \_\_\_\_\_ dated \_\_\_\_\_

### **RFP for Engagement of External Consultant for Digital Transformation of Punjab National Bank**

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the prices indicated in the financial proposal and made part of the response to this RFP.

We hereby undertake to participate in the RFP process and will provide our services as Bidder if selected, as per the contract signed by the successful Bidder with the Bank.

We certify that we are in compliance with eligibility criteria as mentioned under 5.1.

We confirm that we have not made any changes in the templates provided by the Bank as part of the RFP process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:



## Annexure 13- Compliance Statement

### Reg.: RFP FOR ENGAGEMENT OF EXTERNAL CONSULTANT FOR DIGITAL TRANSFORMATION OF PUNJAB NATIONAL BANK

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

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

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

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

Signature of Authorized Signatory

Name of Signatory:

Designation: Seal of Company



## **Annexure 14- Form of Self Affidavit / Declaration**

### **[To Be Submitted in Firm's / Company's Letter Head Only]**

We, M/s \_\_\_\_\_, are one of the BIDDERS for providing consultancy services to Punjab National Bank as per your "Request for Proposal (RFP) for "Engagement of External Consultant for Digital Transformation of Punjab National Bank" dated \_\_\_\_\_ under reference number of \_\_\_\_\_.

We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

We further declare that no legal action is pending/ contemplated against us nor are we debarred by any legal jurisdiction in India/ or charged of any fraud or malfeasance, which may affect our ability to deliver as per the terms of the RFP or threatens solvency of the firm/company.

We further declare that we have not been blacklisted by any entity /Regulators/Govt. Bodies in India. We further declare that we do not have any ownership or control rights by any director (or relatives) of Punjab National Bank, both present and those who have retired in the last one year.

The Bidder should neither have failed to perform any agreement during the last three years, as evidenced by imposition of a penalty by an arbitrage or judicial pronouncement against the Bidder or its Affiliates/Group Companies/member firms in India, nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms in India.

We further declare that we have sufficient expertise and capability to deliver efficient and effective advice on the areas mentioned in the scope of work and we have in-house capability to take up assignment on our own but not through any associates.

The information submitted in the eligibility criteria and technical bid are true and are factually correct.

We further declare that in case the Bank finds our averments are not true and are incorrect, the Bank can initiate necessary action against us, as deemed fit.

Authorized Signatory (ies)

Signature:

Name:

Designation:

Date:

Seal of the Firm/Company:

## Annexure 15 - Bidder's Profile

(On Bidder's Letterhead)

Sl. No.	Criteria	Documents to be submitted in support
1.	Name of the Bidder Company/Firm	
2.	Date of incorporation of the Bidder Company/Firm	
3.	Complete Address of the Bidder Company/Firm	
4.	Name and contact details of the Authorized Signatory	
5.	Particulars of the authorized signatory:  (i) Name (ii) Designation (iii) Contact Number (iv) Fax number (v) E-mail id	
6.	Number of persons proposed to be assigned for this assignment and their profiles	
7.	Name, address and bank account number of the Bidder's bank	
8.	PAN of the Bidder Company/Firm	
9.	Service Tax Registration Number/GST Registration Number of Bidder	
10.	Office address at Delhi-NCR	
11.	List of full time professional staff of the Bidder including its affiliates/group companies/member firms working under the common brand name and engaged in similar activities of providing advisor/financial services in India.	
12.	Presence in how many cities in India – Please furnish names of the same	
13.	Any other information considered relevant by the Bidder	



The Bidder should provide the following information along with the above-mentioned documents/information:

- (i) Bidder's key businesses, geographical presence in India, brief history and key milestones
- (ii) Group structure, businesses and key group companies (where applicable)
- (iii) Shareholding pattern and global promoter/ parent company (if applicable)
- (iv) Overall financial strength of the Bidder in terms of turnover, profitability and cash flow (liquid assets) situation
- (v) Any other relevant information

Please include (as **Annexure**) suitable proof, where necessary, supporting the information provided in response to the various parameters, with suitable cross-reference.

**Authorized Signatory (ies)**

**Signature:**

**Name:**

**Designation:**

**Date:**

**Seal of the Firm/Company:**





## Annexure 16- Proforma of the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee#Date  
Punjab National Bank,  
Digital Banking Department  
Plot No. 5, Institutional Area  
Sector 32, Gurugram - 122001

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_ Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after Called 'bidder') wish to participate in the said bid for RFP for Engagement of External Consultant for Digital Transformation of Punjab National Bank for period of 1 year. An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

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

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

"Not withstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words \_\_\_\_\_).



This Bank guarantee shall be valid up to . We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2022 at \_\_\_\_\_

**Name of signatory**

**Designation**

**Email ID:**

**Contact No.**

**Bank Common Seal**

CONFIDENTIAL



## **Annexure 17 - Undertaking for Labour Laws Compliance**

To  
Deputy General Manager,  
Punjab National Bank,  
Digital Banking Division,  
Plot No. 5, Institutional Area  
Sector 32,  
Gurugram,- 122001

Sir

**Reg.: RFP for Engagement of External Consultant for Digital Transformation of Punjab National Bank**

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**