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**Corrigendum1: Request for Proposal (RFP) for Selecting New Vendor for SMS Alert Services**

SL NO	RFP Page No.	RFP Clause	Original	Revised
1.	11	3. Purpose of the RFP.	Bank (now referred as PNB or Bank), through this tender has outlined its vision for selecting new vendor for providing push and pull based SMS alert services, RCS & voice-on-call alerts in PNB and/or it's sponsored RRBs	Bank (now referred as PNB or Bank), through this tender has outlined its vision for selecting new vendor(s) <b>through rate contract for</b> providing push and pull based SMS alert services, RCS & voice-on-call alerts in PNB and/or it's sponsored RRBs. <b>Bank, at its sole discretion may also avail the services of Whatsapp Banking, E-Mail Alerts &amp; Missed Call Alert Services through the selected Bidder(s), depending on Bank's requirement and which have been defined as optional components in this RFP.</b>
2.	13	SOW	2. The bidder should have capabilities to handle multiple SMSs like: 1. To handle Multilingual SMSs. (in Indian Languages) 2. To send Region wise SMSs 3. The services provided by the Service Provider should be Handset and Telco agnostic for multilingual services	<b>2. The bidder should have capabilities to handle multiple SMSs like:</b> i. To handle Multilingual SMSs. (in Indian Languages) ii. <b>To send Circle/ Zone wise SMSs</b> iii. The services provided by the Service Provider should be Handset and Telco agnostic for multilingual services
3.		SOW	<b>Addition</b>	<b>Missed call service: Missed call services like Missed call balance enquiry, Mini Statement, Debit Card Hot-listing, etc.</b> <b>For enabling this, the bidder will be required to provide Virtual Mobile Numbers (VMN) for missed call facility as per requirement for the use of the bank without any cost.</b> <b>Facility to regulate no. of missed call, response SMS to be addressed per mobile no for a time period with multi-level actions/custom SMS message for each category. (For example - Max 5 missed calls to be responded, next 2 miss call to be responded as "service usage limit</b>

				exceeded for the day” and next all miss call to be discarded. Count should be per day per mobile no)
4.	15	Clause 6, SOW, Bidder's Responsibilities & infrastructure Requirement:	The bidder shall be responsible for delivery of real time Voice on call alerts on 24*7*365 basis as per the requirement of Bank.	The bidder shall be responsible for delivery of real time Voice on call alerts (OBD)/IVR on 24*7*365 basis as per the requirement of Bank. <b>Usually the pulse will be of 30 seconds. However, Bidder has to provide higher pulse rate, as per Bank's requirement, without any additional cost to the Bank.</b>
5.	18	Clause 31, SOW, Bidder's Responsibilities & infrastructure Requirement:	The bidder should have a valid registration with TRAI as a telemarketer and provided solution should comply with TRAI, RBI and GOI guidelines for sending SMS regarding DLT and DND. And it will be bidder's responsibility to follow up with respective operators regarding DLT issues on behalf of Bank	The bidder should have a valid registration with TRAI or <b>Telecom Operator</b> as a telemarketer and provided solution should comply with TRAI, RBI and GOI guidelines for sending SMS regarding DLT and DND. And it will be bidder's responsibility to follow up with respective operators regarding DLT issues on behalf of Bank. <b>All other charges as applicable like DLT Charges, Scrubbing charges, etc. , wherever applicable, will have to be borne by the bidder.</b>
6.	18	Clause 30, SOW, Bidder's Responsibilities & infrastructure Requirement:	Bidder should provide bank with a browser based ticketing mechanism portal for issues raised and 24*7 telephonic support.	Bidder should provide bank with <b>email or browser (or both in case of Bank's requirement)</b> based ticketing mechanism portal for issues raised and 24*7 telephonic support.
7.	18	Clause 33 SOW, Bidder's Responsibilities & infrastructure Requirement:	Promotional Message should include RCS based messages also	<b>Bidder has to provide RCS based messages at the same rates for Promotional Messaging. RCS based messages will be sent as per the requirement of the Bank and subject to availability from the Service Provider. Bidder has to factor all requisites for RCS Messages without any additional cost to the Bank.</b>
8.	18	Clause 34 SOW, Bidder's Responsibilities & infrastructure Requirement:	Bidder should be capable of integrating, generating and sending RCS messages and it's delivery report	Bidder should be capable of integrating, generating and sending RCS messages and it's delivery report <b>as and when available from the Service Provider</b>
9.	19	Clause 40, SOW, Bidder's Responsibilities & infrastructure Requirement:	Bidder should have deployed DLT platform in atleast 1 telecom operators in the country.	<b>Bidder has to ensure compliance of DLT guidelines and ensure that the services rendered to the Bank by the bidder also comply with the same. For all DLT related issues, if any, Bidder has to follow-up with the respective operator on behalf of the Bank.</b>

10.	19	Clause 42, SOW, Bidder's Responsibilities & infrastructure Requirement:	Bidder should have the facility to enable customers to instantly respond by "Reply" to the SMS and the customers should not be required to search for a web page or an e-mail address to notify the objection, if any.	<b>Bidder has to ensure compliance of guidelines &amp; instructions released by Govt. of India, RBI and other statutory bodies related to Reporting of unauthorised transactions by customers to the Bank without any additional cost to the Bank throughout the contract period.</b>
11.	21	<b>WhatsApp Banking (Optional)</b>	Providing a console to Bank to send WhatsApp notification / messages/ rich media say jpeg, jpg, png, gif files, videos, pdfs etc. as supported by WhatsApp (by format as well as by size) to registered/nonregistered customers of Punjab National Bank. This functionality will be used by Bank as and when necessary.	Providing a console to Bank to send WhatsApp notification / messages/ rich media like jpeg, jpg, png, files, videos, pdfs etc. as supported by WhatsApp (by format as well as by size) to registered/nonregistered customers of Punjab National Bank. This functionality will be used by Bank as and when necessary.
12.	22	<b>WhatsApp Banking (Optional)</b>	The system should support blocking of users such that blocked user can not send the message to Bank's WhatsApp number	The bidder shall make available all features of WhatsApp, as available, for blocking/purging/restriction/filtering of users from sending any message to Bank's WhatsApp numbers
13.	23	<b>WhatsApp Banking (Optional)</b>	Be able to handle minimum 5 lakh conversations in a minute and send approx. 1 crore push notifications in one go and system should be scalable as per future requirement.	<b>Be able to handle the maximum supported conversation throughput (TPS) for all conversations as supported by WhatsApp from time-to-time</b> and system should be scalable as per future requirement.
14.		<b>WhatsApp Banking (Optional)</b>	<b>Addition</b>	<p><b>Bidder has to ensure compliance of all guidelines as released by RBI, Govt. of India and other regulatory and statutory bodies and effect necessary modifications in the solution, if required, with regards to WhatsApp and WhatsApp based Banking without any additional cost to the Bank.</b></p> <p><b>Bank may ask the bidder for onsite deployment of the solution at a later stage, as per it's requirement on mutually decided commercials, if applicable.</b></p> <p><b>WhatsApp services should also include delivery of OTP, Transaction Alerts, Batch Messages, Promotional messages, etc.</b></p>
15.	22	<b>WhatsApp Banking (Optional)</b>	Bidder should translate the contents of the messages in customers' desired language on its own and at no extra cost to the Bank.	<b>Bidder should ensure support for all regional languages (as made available by WhatsApp) for enabling WhatsApp Banking Services in Customer's preferred/opted language.</b>

16.	22	<b>WhatsApp Banking (Optional)</b>	The bidder shall provide free of cost WhatsApp message services for at least a period of 24 hrs, if the user initiates the request and responds to be made to the user through WhatsApp messages/notifications	<b>Initial customer initiated message from a number will be chargeable and messages sent or received and response to those messages within a period of 24 hours from the initial message will be without any additional cost to the Bank. Initial message per customer initiated by the Bank after the period of 24 hours will be chargeable as per commercial.</b>
17.	35	Clause Reverse Auction 25,	In case, during the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one whose Combined Score (CS), obtained after Technical Evaluation and the prices quoted by the bidders in their commercial bid, is the highest shall be treated as the H1 bidder	In case, during the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, <b>the one who has quoted least total price in Table-A of Indicative Commercial bid format (Annexure XI) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.</b>
18.	35-36	<b>26. SELECTION OF OTHER BIDDERS ALONG WITH L1 BIDDER</b>	<b>Addition</b>	<b>For Optional Components, it will be at the sole discretion of the Bank to award the contract to one or more bidders (out of the Bidder(s) to whom the contract is awarded for Mandatory Items), depending on the requirement. In case Bank decides to award the contract to a single bidder (out of the Bidder(s) to whom the contract is awarded for Mandatory Items), Bank, at its sole discretion, may select the Bidder quoting the lowest price after negotiation for the respective Items (WhatsApp/ Email).</b>
19.	43-44	<b>6. DELIVERY &amp; IMPLEMENTATION</b>	Bidder shall be responsible for delivery and implementation of the complete solution (hardware, software, etc.)/ service ordered at both DC & DR site within 6 weeks from the date of Letter of Intent/ Purchase Order.	Bidder shall be responsible for delivery and implementation of the complete solution (hardware, software, etc.)/ Service ordered at both DC & DR site within <b>8 weeks</b> from the date of Letter of Intent/ Purchase Order.
20.	44 & 45	<b>Annexure I, Terms and Conditions</b> <b>8. Payment Terms</b>	<b>Other Terms and Conditions</b> The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications installed at Bank PNB. <ul style="list-style-type: none"> <li>Rejected DND/Invalid/Duplicate/Undelivered SMS will not be paid.</li> <li>Payment will be made on receipt of invoice along with category wise usage summary report and SMS log of</li> </ul>	<b>Other Terms and Conditions</b> The calculation for number of SMS sent would be based on all SMS sending transactions issued by applications installed at Bank PNB. <ul style="list-style-type: none"> <li>Rejected DND/Invalid/Duplicate/Undelivered SMS will not be paid.</li> <li>Payment will be made on receipt of <b>undisputed</b> invoices along with category wise usage summary report and SMS log of DVD as per satisfaction of the Bank. The following conditions will be applicable for payment.</li> </ul>

			<p>DVD. The following conditions will be applicable for payment.</p> <ul style="list-style-type: none"> <li>No payment will be made for SMS alerts failed/ not delivered due to any fault/ failure on the part of bidder/ telecom operator. The reasons for failures are as below:</li> <li>Any delay due to operator</li> <li>Failure due to all operator issues</li> <li>Delivery delay due to mobile device related issues</li> <li>Delivery delay or SMS failure due to ISP related concern or any other factor which is beyond control of the vendor i.e successful bidder.</li> <li>Delivery delay or drop due to shifting of traffic from production to DR by Bank.</li> <li>Failure's due to user configuration done basis PNB's business requirements or requests.</li> <li>All payments will be made after deducting penalties, if any</li> </ul>	<ul style="list-style-type: none"> <li><b>For voice bound call/IVR(outbound), time would be calculated from the time of request generation sent to the Bidder from Bank's Side, till Call initiation time at the user's end.</b></li> <li>No payment will be made for SMS alerts failed/ not delivered due to any fault/ failure on the part of bidder/ telecom operator. The reasons for failures are as below:</li> <li>Any delay due to operator</li> <li>Failure due to all operator issues</li> <li>Delivery delay or SMS failure due to ISP related concern or any other factor which is beyond control of the vendor i.e successful bidder.</li> <li>Delivery delay or drop due to shifting of traffic from production to DR by Bank.</li> <li>Failure's due to user configuration done basis PNB's business requirements or requests.</li> <li>All payments will be made after deducting penalties, if any,</li> <li><b>However, penalty will not be deducted for the following cases Customer Inbox Full, Mobile Number Blacklisted, Mobile Switched off, Mobile out of range, Invalid Mobile Number. Detailed and Summarized Report of all such cases to be submitted along with the invoice. No payment will be made for the undelivered SMSs &amp; non-responded IVR calls.</b></li> </ul>
21.	45-46	Annexure I, Terms and Conditions, 9. Service Level Agreement (SLA)	<p>The Selected Bidder will also have to enter into a Service Level Agreement (SLA) for Service Support and Maintenance of solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements.</p> <ul style="list-style-type: none"> <li>Complete Solution (Push&amp; Pull-type SMS Alerts) must have <b>99.9%</b> uptime and should be available on <b>24x7x365</b> basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.</li> <li>Push Alerts should be delivered as per following timelines –</li> </ul>	<p>The Selected Bidder will also have to enter into a Service Level Agreement (SLA) for Service Support and Maintenance of solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements.</p> <ul style="list-style-type: none"> <li><b>Each</b> Solution (Push &amp; Pull-type SMS Alerts <b>including WhatsApp Banking and Missed Call Alerts Services, if availed</b>) must have <b>99.9%</b> uptime and should be available on <b>24x7x365</b> basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent.</li> <li><b>Push Alerts/Missed Call/IVR</b> should be delivered as per following timelines –</li> </ul>

SMS Category	Description	Delivery Time per SMS
Priority 1	Higher Priority alerts (OTP)	Within 5 seconds
Priority 2	Transactional/ Batch SMSs in real time	Within 10 seconds
Priority 3	Promotional SMSs/ RCS	Within 1 hour

- SMS Alerts should be delivered in all countries and all areas without any exception.
- Voice bound call should be as per following condition-

Category	Description	Delivery Time per call	Existing Volume (approx.)
Voice Bound Call (OTP, Promotional messages, etc)	Receiving call on the customer mobile from IVR.	Within 15 Sec	6350 (per day)

SMS/ Call Category	Description	Delivery Time per SMS/ Response time in Call Incoming/ Outgoing
Priority 1	Higher Priority alerts (OTP)	<b>Within 10 seconds</b>
Priority 2	Transactional/ Batch SMSs in real time	<b>Within 20 seconds</b>
Priority 3	Promotional SMSs/ RCS	Within 1 hour
<b>Missed Call* Alert Service</b>	<b>Missed Call alert service initiated by customer for balance enquiry, Mini statement etc</b>	<b>Within 15 Seconds from the time of call initiation by the customer.</b>
<b>Voice Bound Call/ IVR</b>	<b>Voice Bound Call for OTP/ Alerts/ Enquiry/ Others</b>	<b>Within 30 Seconds from initiation by customer/ Bank</b>

\*Response to Missed Call Alert Service will be as per rates of Push type Priority 2 SMS i.e., Transactional/Batch SMSs in real time

Complete E-Mail Solution, if availed by the Bank, must have 99.95% uptime and should be available on 24x7x365 basis. However, scheduled downtime will not be added for uptime calculation, provided the same is not too frequent

E-Mail Alert Services	Description	Delivery Time per SMS/ Response time in Call
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				<table><tr><td></td><td></td><td>Incoming/ Outgoing</td></tr><tr><td>High Priority</td><td>Transactional &amp; OTP</td><td>Delivery within 15 seconds</td></tr><tr><td>Medium Priority</td><td>Personalized (e-statements)</td><td>Delivery within 1 hours in adhoc case and same day in batch process.</td></tr><tr><td>Low priority</td><td>Promotional</td><td>Delivery within 4 hours.</td></tr></table> <p><b>Note:</b> Bank will enter into separate agreements for WhatsApp and E-Mail baking with detailed SLA separately, if the services are availed by the Bank. SMS Alerts should be delivered in all countries and all areas without any exception</p>			Incoming/ Outgoing	High Priority	Transactional & OTP	Delivery within 15 seconds	Medium Priority	Personalized (e-statements)	Delivery within 1 hours in adhoc case and same day in batch process.	Low priority	Promotional	Delivery within 4 hours.														
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22.	47	<b>Annexure I, Terms and Conditions</b>  <b>10. Penalty,</b> 10.1 DELAY IN DELIVERY OF PUSH TYPE SMS ALERTS	<table><tr><th>Particular</th><th>Penalty</th></tr><tr><td>Any SMS Alert not delivered due to any technical fault/ failure on the part of bidder/ TSP</td><td>10 times of per SMS cost of the respective category</td></tr><tr><td>Priority 1 SMSs delivered after 5 Seconds</td><td>10 times of per SMS cost of the respective category</td></tr><tr><td>Priority 2 SMSs delivered after 10 seconds</td><td>5 times of per SMS cost of the respective category</td></tr><tr><td>Priority 3 SMSs/ RCS delivered after 1 hour.</td><td>Equal to per SMS cost of the respective category</td></tr><tr><td>Voice Bound Call for OTP after 20 seconds</td><td>5 times of per voice bound call cost</td></tr></table>	Particular	Penalty	Any SMS Alert not delivered due to any technical fault/ failure on the part of bidder/ TSP	10 times of per SMS cost of the respective category	Priority 1 SMSs delivered after 5 Seconds	10 times of per SMS cost of the respective category	Priority 2 SMSs delivered after 10 seconds	5 times of per SMS cost of the respective category	Priority 3 SMSs/ RCS delivered after 1 hour.	Equal to per SMS cost of the respective category	Voice Bound Call for OTP after 20 seconds	5 times of per voice bound call cost	<table><tr><th>Particular</th><th>Penalty</th></tr><tr><td>Any SMS Alert not delivered due to any technical fault/ failure on the part of bidder/ TSP</td><td>10 times of per SMS cost of the respective category</td></tr><tr><td>Priority 1 SMSs delivered after <b>10 Seconds</b></td><td>10 times of per SMS cost of the respective category</td></tr><tr><td>Priority 2 SMSs delivered after <b>20 seconds</b></td><td>5 times of per SMS cost of the respective category</td></tr><tr><td>Priority 3 SMSs/ RCS delivered after <b>1 hour.</b></td><td>Equal to per SMS cost of the respective category</td></tr><tr><td><b>Voice Bound Call for OTP not initiated from Bidder's end/TSP or not received by customer after 15 seconds</b></td><td><b>5 times of per voice bound call cost</b></td></tr><tr><td><b>Response to Missed Call Alert service not delivered to customer within 15 seconds</b></td><td><b>5 times of per Missed Call Alert Service cost</b></td></tr></table>	Particular	Penalty	Any SMS Alert not delivered due to any technical fault/ failure on the part of bidder/ TSP	10 times of per SMS cost of the respective category	Priority 1 SMSs delivered after <b>10 Seconds</b>	10 times of per SMS cost of the respective category	Priority 2 SMSs delivered after <b>20 seconds</b>	5 times of per SMS cost of the respective category	Priority 3 SMSs/ RCS delivered after <b>1 hour.</b>	Equal to per SMS cost of the respective category	<b>Voice Bound Call for OTP not initiated from Bidder's end/TSP or not received by customer after 15 seconds</b>	<b>5 times of per voice bound call cost</b>	<b>Response to Missed Call Alert service not delivered to customer within 15 seconds</b>	<b>5 times of per Missed Call Alert Service cost</b>
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23.	47-48	<b>10.2 DELAY IN IMPLEMENTATION SCHEDULE</b>	<p>The complete integration and implementation of the solution with our existing set up shall be made by the vendor in accordance with the time schedule (within 6 weeks), technical specification, scope of the project and other terms &amp; conditions as specified in the RFP document. Any delay in performing the obligation/defect in implementation/performance of solution by the bidder may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract. Penalty @1% per week or part thereof will be deducted from future payments to be made for delay in implementation exceeding the time schedule as defined in the RFP document, with a maximum upto 50% shall be deducted as per the Purchase Order/ Letter of Intent issued by the Bank.</p>	<p>The complete integration and implementation of the solution with our existing set up shall be made by the vendor in accordance with the time schedule (within 6 weeks), technical specification, scope of the project and other terms &amp; conditions as specified in the RFP document. Any delay in performing the obligation/defect in implementation/performance of solution by the bidder may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract. Penalty @1% per week or part thereof will be deducted from future payments to be made for delay in implementation exceeding the time schedule as defined in the RFP document, with a maximum upto <b>10% of the cost of the Project</b></p>																						
24.	48	<b>10.3 FAILURE IN MAINTAINING UPTIME FOR PUSH TYPE SMS ALERT SERVICES</b>	<p><b>10.3 FAILURE IN MAINTAINING UPTIME FOR PUSH TYPE SMS ALERT SERVICES</b></p> <p>Bank expects the uptime of 99.9% of the complete solution to be calculated on monthly basis. Uptime will be referred to as the time period when the SMS gateway is reachable from Bank's end. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:</p> <table><tr><th>Uptime/Availability</th><th>Penalty on Monthly basis</th></tr><tr><td>&gt;=99.90%</td><td>Within SLA. No penalty</td></tr><tr><td>&lt;99.90% upto 99.00%</td><td>2% of the monthly bill of respective month</td></tr><tr><td>&lt;99.00% upto 98.00%</td><td>5% of the monthly bill of respective month</td></tr><tr><td>&lt;98.00% upto 97.00%</td><td>8% of the monthly bill of respective month</td></tr><tr><td>&lt;97.00%</td><td>10% of the monthly bill of respective month</td></tr></table>	Uptime/Availability	Penalty on Monthly basis	>=99.90%	Within SLA. No penalty	<99.90% upto 99.00%	2% of the monthly bill of respective month	<99.00% upto 98.00%	5% of the monthly bill of respective month	<98.00% upto 97.00%	8% of the monthly bill of respective month	<97.00%	10% of the monthly bill of respective month	<p><b>10.3 FAILURE IN MAINTAINING UPTIME FOR PUSH TYPE SMS ALERT, MISSED CALL ALERT, VOICE BOUND SERVICES &amp; WHATSAPP Banking SERVICES (If Availed)</b></p> <p>Bank expects the uptime of <b>99.90% of the each of the solutions (including optional services, if availed)</b> to be calculated on monthly basis. Uptime will be referred to as the time period when the <b>SMS gateway/ IVR / WhatsApp Services</b> is/are reachable from Bank's <b>DC/DR</b>. <b>Uptime for each solution will be calculated separately.</b> Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:</p> <table><tr><th>Uptime/Availability</th><th>Penalty on Monthly basis</th></tr><tr><td>&gt;=99.90%</td><td>Within SLA. No penalty</td></tr><tr><td>&lt;99.90% upto 99.00%</td><td>2% of the monthly bill of respective month <b>of the respective component.</b></td></tr><tr><td>&lt;99.00% upto 98.00%</td><td>5% of the monthly bill of respective month <b>of the respective component.</b></td></tr><tr><td>&lt;98.00% upto 97.00%</td><td>8% of the monthly bill of respective month <b>of the respective component.</b></td></tr></table>	Uptime/Availability	Penalty on Monthly basis	>=99.90%	Within SLA. No penalty	<99.90% upto 99.00%	2% of the monthly bill of respective month <b>of the respective component.</b>	<99.00% upto 98.00%	5% of the monthly bill of respective month <b>of the respective component.</b>	<98.00% upto 97.00%	8% of the monthly bill of respective month <b>of the respective component.</b>
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			<u>If uptime of services provided by bidder to Bank as per the RFP for SMS alert delivery is less than 97% for two consecutive months, Bank may invoke performance bank guarantee.</u>	<table><tr><td>&lt;97.00%</td><td>10% of the monthly bill of respective month of the respective component.</td></tr></table> <p>Uptime for :</p> <ol style="list-style-type: none"><li>1. SMS Services,</li><li>2. Voice Bound &amp; IVR Services,</li><li>3. Missed Call Alert Services,</li><li>4. WhatsApp Banking (if availed)</li></ol> <p>will be calculated separately and penalty will be applicable on the invoices raised for the respective components/items only.</p> <p><u>If uptime of services provided by bidder to Bank as per the RFP for SMS alert delivery is less than 97% for two consecutive months, Bank may invoke performance bank guarantee.</u></p>	<97.00%	10% of the monthly bill of respective month of the respective component.												
<97.00%	10% of the monthly bill of respective month of the respective component.																	
25.	10.4 FAILURE IN MAINTAINING UPTIME FOR E-MAIL ALERT SERVICES	ADDITION		<p>Bank expects the uptime of 99.95% of the E-Mail alert solution, if availed, to be calculated on monthly basis. Uptime will be referred to as the time period when the E-Mail gateway/ Service is reachable from Bank's DC/DR. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:</p> <table><tr><th>Uptime/Availability</th><th>Penalty on Monthly basis</th></tr><tr><td>&gt;=99.95%</td><td>Within SLA. No penalty</td></tr><tr><td>&lt;99.95% upto 99.50%</td><td>0.1% of the E-Mail setup cost.</td></tr><tr><td>&lt;99.50% upto 99.00%</td><td>0.2% of the E-Mail setup cost.</td></tr><tr><td>&lt;99.00% upto 98.50%</td><td>0.3% of the E-Mail setup cost.</td></tr><tr><td>&lt;98.50% upto 98.00%</td><td>0.4% of the E-Mail setup cost.</td></tr><tr><td>And so on</td><td>For every 0.5% reduction in uptime, penalty @0.1%(cumulative) of the E-Mail setup cost <b>will be deducted.</b></td></tr></table>	Uptime/Availability	Penalty on Monthly basis	>=99.95%	Within SLA. No penalty	<99.95% upto 99.50%	0.1% of the E-Mail setup cost.	<99.50% upto 99.00%	0.2% of the E-Mail setup cost.	<99.00% upto 98.50%	0.3% of the E-Mail setup cost.	<98.50% upto 98.00%	0.4% of the E-Mail setup cost.	And so on	For every 0.5% reduction in uptime, penalty @0.1%(cumulative) of the E-Mail setup cost <b>will be deducted.</b>
Uptime/Availability	Penalty on Monthly basis																	
>=99.95%	Within SLA. No penalty																	
<99.95% upto 99.50%	0.1% of the E-Mail setup cost.																	
<99.50% upto 99.00%	0.2% of the E-Mail setup cost.																	
<99.00% upto 98.50%	0.3% of the E-Mail setup cost.																	
<98.50% upto 98.00%	0.4% of the E-Mail setup cost.																	
And so on	For every 0.5% reduction in uptime, penalty @0.1%(cumulative) of the E-Mail setup cost <b>will be deducted.</b>																	

26.		<b>10.5 Penalty due to late delivery of E-Mails</b>	<b>Addition</b>	<b>Penalty due to Late Delivery of messages: Bank expects to deliver 1 lakh emails within 1 hour from the receipt thereof from the Bank and any lacunae in this regard would attract penalty up to 1 % of Onsite Technical Support Charges for each instance, for delay in delivery of emails beyond stipulated time period i.e. 1 hr. and the same will be continued for every hour delayed/unperformed/interrupted services. The penalty will be deducted from the bill/invoice amount submitted by the vendor for releasing the payment in that quarter. The maximum penalty will be levied 10% of Onsite Technical Support Charges for the delayed/unperformed/interrupted services and will be deducted from the bill/invoice amount.</b>
27.	55	<b>Annexure I, terms &amp; Conditions, 26. GOVERNING LAWS AND DISPUTES</b>	<p>All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.</p> <p>The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.</p>	<b>Clause stands deleted.</b>
28.	82	<b>Annexure X, Technical Specifications, Clause 29</b>	Bidder to maintain the data with regard to SMS/voice on call alerts received and sent as per data retention policy of the Bank. The data maintained should have the following minimum fields: Mobile Number/MSISDN Complete text Alert Category Bearer (GSM/3G/4G/5G) Operator Circle National/International Sender Name/ID Date/time of	Bidder to maintain the data with regard to SMS/voice on call alerts received and sent as per data retention policy of the Bank. The data maintained should have the following minimum fields: Mobile Number/MSISDN, Complete text, Alert Category, Bearer (GSM/3G/4G/5G), Operator Circle <b>(If available from telecom Operator)</b> , National/International, Sender, Name/ID, Date/time of SMS/voice on call received at the gateway

			SMS/voice on call received at the gateway Date/time of SMS voice on call sent to the operator Date/time of SMS voice on call delivered to the end subscriber Final Status of the SMS/voice on call Status description  Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this regard from Bank	Date/time of SMS voice on call sent to the operator Date/time of SMS voice on call delivered to the end subscriber Final Status of the SMS/voice on call Status description  Bidder should retrieve and provide the required data to Bank within 24 hours of receiving request in this regard from Bank	
29.	83	<b>Annexure X, Technical Specifications, Clause 30</b>	The bidder should provide all the messages/ voice on calls sent to their gateway in a CD/ DVD on monthly basis containing details specified at point above	The bidder should provide all the messages/ voice on calls sent to their gateway in a CD/ DVD <b>or SFTP server or both, as per requirement of the Bank</b> , on monthly basis containing details specified at point above	
30.	84	<b>Annexure X, Technical Specifications, Clause 45</b>	The code (long code/short code) allotted to the Bank should be easily memorable and accessible to Bank customers, both domestic and international, through all the telecom operators across the globe on 24x7x365 basis.	The code (long code/short code) allotted to the Bank should be easily memorable and accessible to Bank customers, i.e. domestic and international, <b>as applicable</b> , through all the telecom operators across the globe on 24x7x365 basis.	
			<b>Eligibility Criteria</b>	<b>Supporting Documents</b>	
31.	67	Clause 3, III, Annexure Eligibility Criteria	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008,	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, <b>operating since last 5 years as on the date of Bid Submission date of RFP.</b>
32.	67	Clause 4, III, Annexure Eligibility Criteria	The Bidder should have executed similar projects in : • Atleast 5(five) text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India • Atleast two Scheduled Commercial Banks/ Government Organization/ PSU in India during	Performance certificate as per Annexure-VI. From Individual Customers and Summary in Annexure-XVI In addition, Bidder has to submit valid copies of invoices of SMS services rendered to	The Bidder should have executed similar projects in : • Atleast <b>5(five)</b> text based SMS, API based SMS, Push – Pull SMS, Flash SMS and Unicode SMS in the last 3 financial years in any organization in India • Atleast <b>2(two)</b> Scheduled Commercial Banks/ Government Organization/ PSU in India during last
					<b>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI and Annexure XV.</b> <b>OR</b> <b>Copy of Work Order along with Confirmation Mail from the Clients stating that the work order has been successfully executed</b>

			<p>last 3 years (as on bid submission date).</p> <ul style="list-style-type: none"> <li>• Out of these two, at least one project should be of a scheduled commercial Bank. The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.</li> </ul>	customer (first Invoice and latest invoice).	<p>3 years (as on bid submission date).</p> <ul style="list-style-type: none"> <li>• Out of these two, at least <b>1(one)</b> project should be of a scheduled commercial Bank. The solution offered should be currently running successfully in at least one Bank/ Government Organization/ PSU other than PNB.</li> </ul>	<p><b>OR</b></p> <p><b>Copy of Work Order along with Installation Certificate/ Project Sign-off signed &amp; stamped by the Clients</b></p> <p><b>OR</b></p> <p><b>Copy of Work Order along with any other proof of execution (Invoice Copy, etc).</b></p> <p><b>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and should also contain all the material information as required in Annexure-VI and Annexure XV. Invoices, if submitted, must be the first invoice and the latest invoice for each project). Supporting documents is to be provided for each customer.</b></p>
33.	67	Clause Annexure Eligibility Criteria 7, III,	The bidder should be able to support all Indian regional languages.	Undertaking to this effect to be submitted.	The Bidder has to <b>ensure support for all Indian regional languages for SMS/ IVR.</b>	Undertaking to this effect to be submitted.
34.	68	Clause Annexure Eligibility Criteria 8, III,	Bidder companies should have tie up arrangements with minimum 2 telecom operators within India services. Bidder companies should have international tie up arrangements with telecom operators for international operations. The service operator should have international roaming facility for	Agreement copy/ certificate valid as on date of bid submission for tie-up arrangements with and international domestic telecom operators. ii) Name of tie-ups with national & international	Bidder companies should have tie up arrangements with minimum 2 telecom operators for India services. Bidder companies should have international tie up arrangements with telecom operators/ <b>partners</b> for international operations. In The service operator should have international roaming facility for both domestic and international customers.	Agreement copy/ certificate valid as on date of bid submission for tie-up arrangements with and international domestic telecom operators. ii) Name of tie-ups with national & international operator as per Annexure XXI. iii) Undertaking is to be provided by bidder for international tie-up

			both domestic and international customers.	operator as per Annexure XXI. iii) Undertaking is to be provided by bidder for international tie-up arrangements with telecom operators		arrangements with telecom operators
35.	68	Clause 10, Annexure III, Eligibility Criteria	Bidder should have a capability to handle at least 50 Lakhs Higher Priority alerts (OTPs or Priority 1 alerts) per day (Delivered within 5 secs) during last 6 months.	Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to customer and Performance certificate from the respective Organization.	Bidder should have a capability to handle at least 50 Lakhs Higher Priority alerts <b>in total</b> (OTPs or Priority 1 alerts) per day (Delivered within <b>10 secs</b> ) during last 6 months.	Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to customer and Performance certificate from the respective Organization.
36.	68	Clause 11, Annexure III, Eligibility Criteria	Bidder should have a capability to handle at least 5 Crore Transactional/Batch SMSs in real time (Priority 2 alerts) per day (Delivered Within 10 secs) during last 6 months.	Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to customer and Performance certificate from the respective Organization.	Bidder should have a capability to handle at least 5 Crore Transactional/Batch SMSs in <b>in total</b> (Priority 2 alerts) per day (Delivered Within <b>20 secs</b> ) during last 6 months.	Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to customer and Performance certificate from the respective Organization.

37.	69	Clause 13, III, Annexure Eligibility Criteria	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only. Re-sellers are not allowed to bid for this tender	Bidder to provide certified copy of registration as registered telemarketer as per TRAI guidelines.	The bidder should be registered telemarketer as per TRAI guidelines or have the arrangement to deliver SMS through any registered telemarketers only. Re-sellers are not allowed to bid for this tender	Bidder to provide certified copy of registration as registered telemarketer as per TRAI guidelines. <b>In the absence of the certificate from TRAI, certificate from telecom operator for the same is to be submitted</b>
38.	69	Clause 18, III, Annexure Eligibility Criteria	The bidder should have a minimum turnover of <b>INR 50 Crore</b> per annum and positive net worth for the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22, from their Indian operations. Turnover must be individual Company's turnover and not that of any group of companies.	Last three years Audited Financial statements (Balance Sheet and Profit and Loss Statement) along with certificate from Chartered Accountant/statutory Auditor as per Annexure-IX. The CA certificate provided in this regard should be without any riders.	The bidder should have a minimum turnover of <b>INR 50 Crores (Rupees Fifty Crores Only) or INR 30 Crores for Registered MSE Bidders (Rupees Thirty Crores)</b> per annum and positive net worth for the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22, (or <b>2018-19, 2019-20 &amp; 2020-21 in case audited balance sheet for 2021-22 is not available</b> ) from their Indian operations. Turnover must be individual Company's turnover and not that of any group of companies.	Last three years Audited Financial statements (Balance Sheet and Profit and Loss Statement) along with certificate from Chartered Accountant/statutory Auditor as per Annexure-IX. The CA certificate provided in this regard should be without any riders.

**PERFORMA OF INDICATIVE COMMERCIAL OFFER  
PART – I (CALCULATION OF TCO)****Amount in ₹****Table-A: Domestic SMSs**

Sr. No.	Category	Delivery Timelines	Unit Cost (In Rs.) (A)	Count per day (B)	Total Cost (A*B)x365(days)x3(years)
1.	Priority 1 SMSs	10 seconds		20,00,000	
2.	Priority 2 SMSs*	20 seconds		3,00,00,000	
3.	Voice Bound Call/ IVR	30 seconds		6350	
4.	Priority 3 SMSs/ RCSs	1 hour		7,50,000	
<b>Total (A)</b>					

\*The rate provided for Priority 2 SMSs will be applicable for both PUSH and PULL (only outgoing/response to PULL SMS.) SMS.

**Table-B: International SMSs**

Sr. No.	Category	Delivery Time lines	Per SMS Cost (In Rs.) (A)	Count per day (B)	Total Cost (A*B)x365(days)x3(years)
5	Priority 1 SMSs	10 seconds		1500	
6	Priority 2 SMSs*	20 seconds		15000	
<b>Total (B)</b>					

**Total Cost**

<b>Total of Table (A) + Total of Table (B)</b>	
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**PART – II (OPTIONAL ITEMS, NOT INCLUDED IN TCO)**

Commercial Bid for WhatsApp Banking

**Table-C1: WhatsApp Recurring Charges**

Description	Yearly Cost (A)	No. of Years (B)	Total Cost (A*B)
<b>Yearly Recurring Charges, if any.</b>			
Annual Platform Usage and Maintenance Charges, if any.		3	

**Table-C2: WhatsApp Conversation charges**

Description	Unit Cost (A)	Per month conversations (B)	Total Cost (A*B)x12(months)x3(years)
<b>Standard Message Charges-DOMESTIC within INDIA</b>			
WhatsApp message* conversation charges (User Initiated) – cost for initial message in a 24 hour window		10,00,000	
<b>Standard Message Charges-INTERNATIONAL</b>			
WhatsApp message* conversation charges (User Initiated) – cost for initial message in a 24 hour window		5,000	
<b>Other Charges-DOMESTIC within INDIA</b>			
Messages* sent/ replied beyond 24 hours window of customer initiated queries (Business Initiated) – cost for initial message in a 24 hour window		10,00,000	
<b>Other Charges-INTERNATIONAL</b>			
Messages* sent/ replied beyond 24 hours window of customer initiated queries (Business Initiated) – cost for initial message in a 24 hour window		5,000	
<b>TOTAL (C2)</b>			

**Total Cost for WhatsApp**

<b>Total of Table (C1) + Total of Table (C2)</b>	
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Commercial Bid for E-mail Alerts Services

**Table-D: E-Mail Setup Cost**

Description	Unit Cost (A)	Count (B)	Total Cost (A*B)
<b>One-time setup cost</b>			
Hardware, License, Implementation / Integration*		1	
<b>TOTAL (D)</b>			

**\*Hardware and Licenses will be under the ownership of the Bank and Licenses should be enterprise wide perpetual in nature. Hardware should be factored with 3-year warranty period. Bank will bear the charges from Bandwidth, if required.**

Commercial Bid for Missed Call Alert Services

**Table-E: Missed Call Alert Service Cost**

Sr. No.	Category	Delivery Timeline	Unit Cost (In Rs.) (A)	Count per day (B)	Total Cost (A*B)x365(days)x3(years)
1.	<b>Missed Call Alert Services</b>	<b>15 seconds</b>		1,50,000	
<b>Total (E)</b>					

**Notes:**

1. The 'Unit Cost (A)' in tables A, B and C2 can be quoted upto 4 decimal places. E.g. '0.1234'
2. The Price discovery discovered through RFP will be valid for the contract period of 3 years and an additional 1 years in case of extension of the contract which will be at the discretion of the Bank.
3. The rates quoted in commercial bid should be inclusive of all taxes, duties and charges (e.g. DLT, Scrubbing Charge, etc) except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
4. Any column left blank by the bidder will result in disqualification of the bid.
5. The multiplication factor as mentioned in above tables (PART I and PART II) are only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder for finalizing the rate contract. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of 3 years, at the unit rate finalized after Reverse Auction (or Price arrived after negotiation in case of optional items).
6. The optional items included in PART II will not be included in calculation of L1/TCO. The quantity of the items (multiplication factor) quoted in Optional Components may vary according to the requirement of the Bank.
7. Bank reserves the right to negotiate further with the Bidder(s) for the optional items/ services.
8. The payment will be made as per actual usage on pro-rata basis after deduction of penalty/LD, if any, as per SLA.

9. Bank is not bound to place any minimum order for any item.
10. L1 will be decided based on the grand total cost arrived at after RA for domestic and international SMSs i.e. Total cost as at Table C above after Reverse Auction.
11. Bank may place Orders as and when required during the entire contract period at the unit rates finalized after Reverse Auction. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
12. Prices quoted shall remain firm and binding (without any escalation whatsoever) during contract period.
13. In case of any downward revision in prices due to any reason, bidder shall pass on the benefit to the Bank with immediate effect
14. Bank is not bound to place any minimum order for any item.

**Seal of Company:**

**Signature of Authorized Signatory (OEM)**

**Name of Signatory:**

**Designation:**

**Date:**

**Place:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

## PERFORMA FOR INTEGRITY PACT

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

New Delhi

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

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

## INTEGRITY AGREEMENT

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having 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***

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced person.

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)***

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.

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

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

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

### **Section 4- Compensation for Damages**

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

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

### **Section 5- Previous transgression**

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

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

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

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

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

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

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

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

#### **Section 8- Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor (IEM) Shri. Deepak Anurag (IA & AS, retd.) (email ID: anuragd@cag.gov.in) (Mob no. 9810676339) & 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 have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-

Disclosure of Confidential Information" and of „Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and 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)