

PUNJAB NATIONAL BANK



**(Open Tender)
Request for Proposal (RFP)
For Middleware Solution for Co-Lending
and Pool Buyout**

Punjab National Bank
Digital Banking Transformation Department
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DISCLAIMER

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

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

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

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

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

Following terms are used in the document interchangeably to mean:

1. Bank refers to ‘Punjab National Bank’, ‘
2. Recipient, Respondent, Bidder means the respondent to the RFP document
3. RFP means the Request for Proposal document
4. Proposal, Bid means “Response to the RFP Document”
5. Tender means RFP response documents prepared by the Bidder and submitted.
6. Vendor means the successful bidder.
7. CBS means Core Banking Solution implemented in the Bank
9. DC means Data Centre located at Delhi
10. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
11. Purchaser here refers to Bank
12. Merged entity/Amalgamated entity means the entity created post amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

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GENERAL TENDER DETAILS

Request for Proposal (RFP) for Middleware Solution for Co-Lending and Pool Buyout		
1.	Date of commencement of Bidding Process.	17/11/2022
2.	Last date and time for sale of Bidding Documents	12/12/2022 up to 1600 Hrs.
3.	Last date and time for receipt of queries from bidders for Clarifications	24/11/2022 up to 1700 Hrs.
4.	Date of Pre-Bid Meeting	29/11/2022 at 1500 Hrs.
5.	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	12/12/2022 up to 1600 Hrs.
6.	Last date and time for Bid Re-Encryption	From 12/12/2022 1701Hrs to 13/12/2022 up to 1400 Hrs.
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 12/12/2022 1701Hrs to 13/12/2022 up to 1400 Hrs.
8.	Date and Time of Technical Bid Opening	13/12/2022 at 1600 Hrs.
9.	Place of Submission of Bids	Assistant General Manager Punjab National Bank, DBT Division, 3rd Floor, Plot No. 5, Institutional Area, Sector 32, Gurugram – 122 001
10.	Place of opening of Bid	Assistant General Manager Punjab National Bank, DBT Division, 3rd Floor, Plot No. 5, Institutional Area, Sector 32, Gurugram – 122 001
11.	Address for communication	Assistant General Manager Punjab National Bank DBT Division, 3rd Floor, Plot No. 5, Institutional Area, Sector 32, Gurugram – 122 001 For RFP Related Tel: - (0124) 4126149 For Technical Support Tel: - (0124) 4126287
12.	Cost of RFP	Rs.20000/- + 18 % GST* (Non-refundable) should be submitted online only in favor of Punjab National Bank before last date of bid submission in the following account: Bank & Branch: Punjab National Bank, Centralized ATM Cell, New Delhi. Imprest Account: 0153002200175716 favoring Digital Banking Transformation Division. IFSC Code: PUNB0522800 <i>Please mention 'RFP Fee – RFP for Middleware Solution for Co-Lending and Pool Buyout'</i> *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognize by Department of

		industrial policy and promotion (DIGP) are also exempted from payment of cost of RFP.
13.	Earnest Money Deposit	<p>Rs. 60 Lakhs* should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, Digital Banking Division payable at New Delhi. BG should be valid up to 12 months from the last date of submission.</p> <p><i>Please mention 'RFP for Middleware Solution for Co-Lending and Pool Buyout – EMD Fee'</i></p> <p>Bank & Branch: Punjab National Bank, Centralised ATM Cell, New Delhi. Imprest Account: 0153002200175716 favoring Digital Banking Transformation Division. IFSC Code: PUNB0522800</p> <p>* MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. Startup bidder recognize by Department of industrial policy and promotion (DIGP) are also exempted from payment of cost of RFP.</p>
14.	Contact to Bidders	Interested Bidders are requested to send the email to <u>dbtd.procurement@pnb.co.in</u> containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.

NOTE

1. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, preferably two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.

4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual.

If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in.

5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. The indicative commercial bids to be submitted online only.
7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
8. If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last-minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk Telephone No 0124-4126287 /011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

IMPORTANT INSTRUCTION FOR SUBMISSION OF BID

1. The technical bid should be submitted in a **single hard-bound file** with not more than 250 pages. No loose pages must be submitted.
2. **All pages of the Bid Document must be serially numbered** and each page must be manually/physically signed by the authorized signatory and stamped by Bidder's Official seal. No document should contain photocopy/stamp of the sign.
3. The Entire bid document must be signed by a Single Authorized Signatory Only. If Bank seeks any clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.
4. All Annexure must be on the letter head of the Bidder. **All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).**
5. 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.
6. **Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**
7. All supporting documents must be submitted in readable form.
8. As per Advisory issued by Ministry of Skilled Development and Entrepreneurship Dated:12/09/2022, It is mandatory for the bidder to have formally certified skilled workforce or commitment by the bidders/Service providers to the effect that they would ensure that all their workers (on boarded at Bank) would be skilled through Recognition of Prior Learning (RPL) Program within two months from the date of commencement of work under the project, at the cost of the service provider/vendor.
RPL or prior learning assessment and recognition (PLAR), which is a component of Skill India's flagship scheme PMKVY, is an assessment process used to evaluate a person's existing skill sets, knowledge and experience gained either by formal, non-formal or informal learning. The process helps in aligning the competencies of the unregulated workforce of the country to the standardized National Skills Qualification Framework (NSQF) to enhance employability opportunities and reduce the skill gap.
9. The **Technical bid** documents **must be mandatorily submitted** in the following order, with the below **index**:

Sr.	Documents	From Page	To Page
1	Proof of RFP Cost		
2	Proof of EMD (Annexure – XV)		
3	Power of Attorney and Copy of Board Resolution		
4	Terms and Conditions (Annexure-I)		
5	Undertaking By The Bidder (Annexure-II)		
6	Compliance to Eligibility Criteria (Annexure-III)		
7	Technical And Functional Evaluation (Annexure-IV)		
8	Bidders Information (Annexure-V)		
9	Compliance Statement (Annexure-VI)		
10	Certificate of Incorporation		
11	Performance Certificate (Annexure-VII)		
12	Litigation Certificate (Annexure-VIII)		
13	Undertaking for Non- Blacklisted (Annexure-IX)		
14	Turnover Certificate by CA(Annexure-X)		
15	Manufacturer's Authorization Form (MAF) (Annexure-XI)		
16	Undertaking for being the OSD/OEM of the offered Application (Annexure-XII)		
17	Technical Specifications (Annexure-XIII)		
18	Integrity Pact (Annexure-XVI)		
19	Audited Balance Sheets & Profit & Loss Statements		

20	Undertaking for having all necessary licenses/permission (EC-Point 2)		
21	Undertaking for being the Prime Bidder (EC-Point 3)		
22	Details of Support Centre (EC-Point 4)		
23	Labour Law Compliance Undertaking (Annexure-XVII)		
24	Certificate of Solution/Software being deployed (Annexure-XVIII)		
25	Escalation Matrix (Annexure-XIX)		
26	Certificate on shareholding structure of OSD/OEM (Annexure-XX)		
27	Certificate on shareholding structure of Bidder (Annexure-XXI)		
28	Audited Balance Sheets & Profit & Loss Statements		

Non-Compliance to any of the points above may lead to rejection of the bid and Bank's decision will be final and binding on all participating bidders.

1. INTRODUCTION:

In order to gain the pace under co-lending arrangement with NBFC's, Bank intends to onboard Middleware Solution for Co-Lending and Pool Buyout which shall be bank's controlled middleware infrastructure to provide complete end-to-end automation i.e. solutions for loan origination systems to Loan management system including accounting and collection mechanism and will be capable to onboard multiple NBFC's for co-lending partnerships, considering bank's information security concerns CBS integrations, 2- way Business Rule Engines(BRE) and 3- way accounting and reconciliations.

2. PURPOSE OF THE PROJECT:

Presently bank has entered into co-lending arrangement with various NBFCs'. In order to catalyze the process further, bank requires a **Middleware Solution for Co-Lending and Pool Buyout** which can promptly redress the operational issues at various levels and provide complete end-to-end automated solution.

The key objective is to procure end to end solution so as to onboard co-lenders and maintain individual accounts and pool buy-out, reconcile the data from originator and Bank, generate various MIS reports and also provide real time NPA data as per IRAC norms and comply RBI guidelines on pool buy out accounts. It will help the Bank in managing existing pool assets effectively and also to create synergies for acquiring new pool assets. Initially the proposed solution is to be implemented as a hybrid model of cloud (public/private) and on-premises of the Bank, however, the proposed solution should have capability & offer flexibility to support deployment on datacenter / cloud (public/ private) or both set-ups ensuring all data security measures. The entire infrastructure, license and software solution required for the end-to-end set-up of the proposed solution is to be provided by the bidder/ vendor.

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

3. SCOPE OF WORK:

Bank intends to implement a middleware solution to act as a Co-lending Platform for End-to-End Handling of Pool Buyout and Co-lending portfolio. The proposed co-lending platform shall be unified platform catering to all co-lending products (current and future)

of the Bank. The Key purpose of the RFP is to implement a robust and secure solution to monitor all the underlying loans at contract level and handle and report instances of NPA, if any, without manual intervention, in accordance with the regulatory guidelines in this regard, the proposed solution should automate the manual process covering the process flow for the complete lifecycle of co-lending portfolios, ensuring end to end handling of pool accounts and Co-lending portfolio, capable of complying all the regulatory guidelines. The solution must have provision of UAT, DC & DR on hybrid model i.e. the solution should be hosted at datacenter maintained by the bidder / cloud (public/ private) and on bank's premise setup ensuring all data security measures and regulatory guidelines. The proposed solution should be capable of managing Bank's existing pool of assets as well as be able to create synergies for onboarding, execution, servicing, and monitoring of new Pool of Assets through Direct Assignment transactions and compliance to regulatory requirements. This solution is expected to interface with core systems of the Bank and manage seamless integration to avoid personal dependence. The Bank is planning to implement the Solution as per the Specifications provided in

Annexure XIII "Technical/Functional Specification". The Bidder is required to design, size, supply, configure, customize, implement, maintain, and support **Middleware Solution for Co-Lending and Pool Buyout** on '**Hybrid Cloud (public / private) On-Premises model**' for PNB during the contract period.

Broad functionality and services will include but not limited to the following:

1. The scope of the RFP is to provide a digital co-lending solution to deliver digital co-lending journeys for all co-lending products offered by the Bank including but not limited to Retail, Agriculture and MSME segments.
2. The proposed solution should cover the following process (but not limited to):
 - a. NBFC onboarding on the platform
 - b. Partner / Assisted / Self onboarding and configuration
 - c. Product configuration
 - d. Loan application creation by NBFCs / Partner / Assisted / Self etc.
 - e. BRE based loan application review and assessment
 - f. Credit assessment
 - g. Loan sanction
 - h. Loan management & tracking
 - i. Account Management
 - j. Collection
 - k. Escrow management
 - l. Reconciliation
 - m. Reporting & Dashboards for bank and NBFCs.
 - n. Covering the entire journey on Loan Life Cycle.
 - o. Automated journey of loans as decided by the bank.
3. The work mentioned in the scope of the RFP but not limited to design, size, implement, maintain, and support Digital Co-lending platform (including migration of existing data, logs, customizations etc.), its interfaces (both internal and external) and associated infrastructure.
4. Co-Lending solution at minimum shall interface with Core Banking Solution, Document Management Solution, Data Warehouse & Reporting and MIS System, Data

Aggregator, Account Aggregator etc. There may be more integrations depending upon the design.

5. The Solution should enable NBFCs to integrate with or access the co-lending solution based on their logins initiate the loan application flows /management of applications in the system in the following ways (but not limited to):
 - i. File Upload of Application/Status update in the pre-defined formats
 - ii. Integration with NBFCs LOS & LMS system for exchange of data through APIs
 - iii. Dedicated screens for data entry for maintaining and managing the application in the platform itself
6. The Bidder is required to provide tools, utilities, technologies, applications, and platforms to be used for successful implementation, maintenance, and management of solution & infrastructure.
7. Account maintenance in core and with real time sync with middleware or as an alternative account maintenance and related processes on middleware solution with day end GL Level Sync with Core (Batch mode).
8. To understand all the existing systems used in the Bank which are associated with Co-Lending value chain
9. To design the solution, security, and data flow architecture by studying the requirement of the Bank.
10. To develop, configure, customize, and implement the solution according to the project scope, technical specifications and functional specifications within the timelines mentioned in the RFP document.
11. Ensure solution scalability and performance with appropriate software and hardware (if, any) in line with Bank's business projections and expected performance levels (SLAs)
12. Bidder shall identify the best suited approach for implementing this project that includes all software development life cycle activities mentioned in the RFP document and complete the project with expected timelines and service levels.
13. Testing of the solution implemented according to the mentioned guidelines, including but not limited to, Unit Testing, System Integration Testing, Performance Testing and Load Testing.
14. Bidder shall provide assistance to Bank during UAT, security review, audits, or any other testing requirements (present or future) by bank.
15. The Bidder should provide proper training of co-lending platform to internal Bank resources and NBFCs identified personnel under proper training environment. Training material at all point in time should be kept updated as per the latest customization and parameterization.

16. Different training should be conducted as per different modules and user roles.
17. The Bidder should extend all required functional and technical support during the contract period required for adherence to scope and other terms of the RFP.
18. Bidder shall maintain the solution at both DC and DR as per the provisions of the RFP.
19. Bidder should liaison with existing vendors and application providers for CBS, Data warehouse & analytics etc., and others to support implementation of the solution.
20. Separate user and technical manuals should be provided for various modules, tools, functionalities, and applications. Soft copies of all such manuals are to be provided to the Bank.
21. The Bidder will be required to fix any vulnerabilities/bugs/issues in the platform at no additional cost during the entire tenure of the contract. These vulnerabilities/ bugs/ issues can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis during the contract period.
22. The proposed solution should comply with RFP requirements, RBI guidelines, GOI guidelines and bank requirements. Bidder is required to make necessary changes in the proposed solution as and when required by bank.
23. The proposed solution, infrastructure and services provisioned by bidder should adhere to TRAI/RBI/IBA/Govt. of India technical specifications and procedural guidelines for the proposed solution, tools, proposed infrastructure, and services.
24. All requirements identified by bank in the RFP and/or requirement communicated by bank till SRS signoff are to be implemented by the bidder, at no additional cost to the bank, at no additional cost to the bank. Any requirement pertaining to regulatory & statutory requirement, 'cyber security, data security, cloud security and cloud hosting' highlighted, advised, or published by bank, regulatory & statutory body and GOI must be provisioned & implemented by bidder during the contract period at no additional cost to the bank.
25. Bidder shall ensure that only its authorized employees/representatives access the proposed solution.
26. Bidder shall be required to get the proposed solution hardened/configured as per the Bank's prevailing standards and policy.
27. Bidder and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
28. Bidder shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Bidder shall facilitate and/ or handover the

Device to the Bank or its authorized representative for investigation and/or forensic audit.

29. Bidder shall be responsible for protecting its network and sub networks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code, and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.
30. The proposed solution should be configured to handle and cater to the requirement of both the Options as mentioned by RBI in its Circular FIDD. CO. Plan. BC. No. 8/04.09.01/2020- 21 dated 05/11/2020
- i. Option 1: Prior Irrevocable commitment on behalf of the bank to mandatorily take its share of the loan originated and sanctioned by bank. For ensuring the same, system should have pre-configured rules, check and diligence process which will enable bank to perform the same without having any manual interventions (Rule Engine based).
 - ii. Option 2: Bank can exercise its discretion to take it or reject its share of loans originated and sanctioned by NBFC subject to bank's due diligence. AI/ML enabled Solution is desired so the bank can take data-driven and informed decisions in exercising its discretion in accepting loans from NBFC.

Discretion of the bank to opt for Option 1 and/or Option 2 would be guided according to the bank's arrangement with respective NBFCs, and product being offered. The proposed solution should comply with RFP requirements, RBI guidelines, GOI guidelines and bank requirements. Bidder is required to make necessary changes in the proposed solution.

31. The proposed solution, infrastructure and services provisioned by bidder and bidder's CSP's and any third party's (associated in solution provisioning) premises should adhere to TRAI/RBI/IBA/Govt. of India/Other regulatory & statutory body requirements (including security requirements) and requirements as per security policies of the Bank, technical specifications and procedural guidelines for the proposed solution, tools, proposed infrastructure, and services.
32. Bidder shall provide & provision the MPLS connectivity between bank's data center (DC) & bank's disaster recovery center (DR) to cloud service provider (CSP) primary and secondary site
- o Link should be provisioned in High availability (HA) (dual link connectivity for each location (bank's DC & DR) with CSP primary & secondary site).
 - o Proposed Network link service provider should be acceptable to the bank
 - o The bandwidth cost as required shall be paid by bank to Link service providers (acceptable to the bank) on actuals

33. Bidder shall provide & provision the MPLS connectivity between the proposed solution and the NBFCs as per the terms mentioned in point 31, if required by the NBFCs.
34. The platform shall ensure that all products covered as part of Co-Lending journeys have flexible configuration
35. The Bidder should publish the APIs of the solution and/or modules to NBFCs for enabling faster and smoother onboarding & Integration by NBFCs.
36. Some of the products are already live in Punjab National Bank (on-premises) with custom built application, bidder is required to migrate the data, keys and other relevant information of existing product live under Co-lending platform to ensure seamless movement of those products to proposed solution.
37. For the credit assessment, NPA prediction, recovery modules, predictive analytics (AI/ML based models) are to be proposed.

Further, bidder is required to supply, configure, customize and support the Software solution, whose broad functionality modules will include, but not limited to the following –

1. Pool Proposal Processing Module

1. Customized pool filtering/selection based on pre-defined criteria and regulatory auto-filters.
2. To evaluate prospective NBFCs who are willing to act in the capacity of an originator with respect to various Direct Assignment pool transactions.
3. Detailed Credit information report (CIR) covering financials, portfolio, operations, management, etc. of originators, updated on a regular basis.
4. Credit rating information and notification for any change in credit rating.

2. Due Diligence and Pre-sanction scrutiny Module

1. Integrated eKYC / cKYC/ vKYC tools for digitally verifying KYCs of underlying borrowers
2. Bureau search (CIBIL /CRIF/Experian/Equifax/Highmark) and its analysis through the platform.
3. Access to Vahan/ CERSAI portal to verify the details in case of Auto Loans /mortgage-based loans.
4. Loss estimation on the pool based on the data available with the platform.
5. GST and MCA Data Verification.

3. Pool Execution & Integration Module

- 1) Integration of existing pool of assets with the solution

- 2) For new Pool of Assets, Auto generation of all draft documents with restricted access to all counter parties for collaborative edit.
- 3) Computation of capital requirement as per the risk weights basis transaction structure.
- 4) Ability to handle restructuring of the transaction.
- 5) Stress testing reports on (Direct Assignment) DA to book loss.
- 6) Automated waterfall generation for all DA structures.
- 7) Document management system and repository for transactional documents and individual loan documents throughout the life of the transaction.
- 8) Engagement with Trustee, Rating Agency, Legal counsel, Assignee representative and other counter parties to be handled on behalf of the Bank.
- 9) Direct integration with LMS (Loan Management System) or other systems of originator
- 10) Ability to upload MCD (Master Client Data), RS (Repayment Schedule) and periodic service reports by identified user from Originator/Investor team.
- 11) Data cleaning, sorting, validation & standardization of monthly pay-out /service reports from different Originators, as per Bank format.

4. Due Diligence and Post-sanction & Post Disbursement Monitoring Module

1. Standard / Customized Dashboards as per Bank's requirements.
2. Individual loan level monitoring through virtual mirror accounting as per TLE and securitization guidelines.
3. Performance Analysis - Individual Transaction Performance Report to be generated on the platform.
4. Aggregate view of the portfolio
5. Estimating future cash flows to estimate income
6. Set-up and management of Risk dashboard - Comprehensive view of all the investments
7. Geography wise analysis on performance - delinquency data at transaction level. Facility to update credit underwriting criteria based on these performance display.
8. Performance basis pool parameters like IRR, seasoning, collateral type, value of security, etc.
9. Dashboard to identify and monitor Special Watch Accounts and NPA accounts on real time basis.

10. Automated generation of pay-out reminders

5. Reconciliation Module

1. Reconciliation between CBS and monthly pay-out reports for each tranche at loan level.
2. Reconciliation of existing transactions with Bank's CBS statements.
3. Display Interest de-recognition details along with reasons for mismatch.
4. Yield and servicer fee reconciliation
5. Reversal GL entry reports
6. Availability of Statement of Account for Virtual mirror accounts

6. Reporting Module

1. NPA Identification, Classification, provisioning & regulatory reporting as per IRAC norms.
2. Real time NPA reporting to meet RBI's IRAC norms for Banks
3. Overall portfolio/pool performance analysis reports and yield reports
4. Auto generation of MIS reports for risk monitoring and accounting.
5. The proposed solution should be capable of integrating with existing as well as any new regulatory reporting platforms. Accordingly, the solution should have the provision to capture and maintain the requisite data set of loan transfer transactions so that the same may be seamlessly integrated within timelines.
6. Auto generation of Regulatory reports/disclosures for Bank e.g. RBI Annexures
7. Availability of Monthly report to enable Bucket wise analysis of:
 - a. Delinquency period wise i.e. up to 30/31-60/61-90/more than 90 days
 - b. Geographical wise delinquency report of the pool
 - c. Pre-payment rates of the pool
 - d. List of loan accounts foreclosed with amount.
8. GL and other accounting reports as per Bank's requirement.
9. The bidder should also provide any customized reports, MIS reports as per requirement of the Bank.

7. Technical Specification

The web-based solution should be hosted at datacenter / cloud (public/ private) setup and should comply with all data security measures and regulatory guidelines by RBI and other Government Agencies on time to time. The physical Servers must be hosted in

India i.e. guidelines of RBI circular DPSS.CO.OD No 2785/06.08.005/2017-18 dated 06.04-2018 regarding data localization to be complied.

1. The proposed solution must support secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.
2. The proposed solution should have capability to be integrated with Bank's CBS/ other Applications to handle CIF creation, loan booking, GL posting etc. through Straight through Processing (STP) i.e. using API integration etc. However, the system should have the ability to integrate through SFTP/ File upload also, for exigency needs.
3. The proposed solution should have capability to be seamlessly integrated with Loan Management System/ other system of originators.
4. The proposed solution should be accessible through all commonly used browsers.
5. IT Governance framework for maintenance of data, IT infrastructure, transition of data to be in place.
6. All security measure (SSL, Encryption methods etc.) should be to protect classified data which is beyond the data center boundaries.
7. The product should maintain audit trails, audit logs of all its Functions/processes, for a period as per Bank's policy/ regulatory Guidelines.
8. The selected bidder to ensure smooth hand over bank's data to Bank/Bank's identified vendor at the time of expiry/ termination of the contract without additional cost.
9. The proposed solution should provide access of the UAT environment along with primary and DR (Disaster Recovery) setup.
10. The proposed Solution should meet the requirement of Audit/VAPT/CISO before going Live, since approval of Audit/VAPT/CISO is mandatory.
11. Vendor should be able to configure DC-DR data log shipping as per banks standard Policy.
12. The vendor should provide the solution which enables proper authentication in line with Bank's Security Policy & password policy. The solution should provide appropriate User Management so that the requirement number of users may be created/ maintained by Bank.
13. Vendor to support closure of all vulnerabilities identified during Internal/External Security audit according to Bank's schedule.
14. The solution should have provision to disable/enable users on temporary/permanently.
15. User Convenience and ease with easy navigational menus and comfort should be provided.
16. Platform should support automated workflows and enriched information feeds that will help banks to stay abreast of regulatory changes, understand and implement the new/ changing requirements in a timely and efficient way.

17. The system should provide comprehensive and user-friendly repository of regulatory guidelines.

18. The management information dashboards should be updated on real time basis.

8. Co-lending

1. Individual application, documents, KYC details etc. to be captured and suitable interface to be provided to the Bank officials for verification.
2. Provision for online verification of KYC credentials wherever applicable and fetching details from CERSAI through CKYC number.
3. Rule engine-based scrutiny of the applications for onward processing. 2-way BRE for PNB & NBFC separately.
4. Escrow account management solution to be provided for both collection & disbursement.
5. Individual account wise records to be maintained with details of blended rate of interest.
6. Interest calculation for the bank as well as for the partners on the rate of interest agreed upon between the parties.
7. Support for online and offline collection processing.
8. Collections thereon to be appropriated as per the norms.
9. Providing dashboard, MIS and required reports related to co-lending Portfolio of the partner.
10. NPA management and monitoring solution for individual accounts.
11. Acts as DMS (Document Management System) along with the predetermined check box of required documents for loan processing in the platform.
12. Dashboard homepage showing pendency, sanctioned accounts, disbursed accounts, TAT, Stage of flow of proposal.
13. Pushing all data to Bank internal rating system and after rating, fetching of rating from Bank internal system or in-build the Bank rating model in the platform.
14. Maintain 3-way accounting of 100%, 80% & 20% share loan amount.
15. Service fee calculation system and Invoice generation for NBFC.
16. Monthly reconciliation system.
17. Pop up dialog box/early signal for anomalies (like account in SMA, Account pre-closure, RoI is not according to the scheme, partial recovery, reconciliation mismatch

etc.) and compliance check box (like execution of deed of assignment, audit, mortgage & CERSAI creation, insurance etc.)

18. Option of choosing Model 1 or 2 of co-lending.
19. Customized report to evaluate the performance of individual NBFC & comparison between NBFCs on-boarded with the Bank (in terms Ticket size, RoI, Business etc.)
20. Generation of data for executing deed of assignment between NBFC & Bank
21. Customized report showing reporting in Credit Bureau / Repository done by NBFC

I. Training

The Bidder will be responsible for training after the delivery of the solution in the areas of Functional Training, Technical training and Train the trainer on parameterization, implementation, operations, management, error handling, system administration, etc. The training should cover the following areas:

- a) Functional
- b) Customization development
- c) Parameterization
- d) Impact analysis
- e) System and Application administration
- f) Log analysis and monitoring
- g) Troubleshooting processes
- h) Training in Areas of Credit Assessment, NPA Prediction, Recovery Modules, Predictive Analytics.
- i) AI/ML related functionalities and features of Solution.

Bidder to provide the above training at bank's premises within 6 months of Go-live or as communicated by the bank in writing.

Note: No. of Trainees will be decided by the Bank. The Bidder will be expected to deliver to the Bank a job card / manual for the system, in physical and electronic form. Ticket raise for service support, unique number, time bound closure/ solution. All cost related to training has to be borne by Bidder.

II. Support and Facility Management

- a. The Bidder should have proven experience and expertise in providing 24*7*365 email/phone help desk support (undertaking should be submitted in this regard).
- b. 11x6 online support facility through phone and email. The bank also has discretion to avail onsite support services whenever required without any additional cost.
- c. Should have its development and support center based in India.
- d. The bidder has to provide the Bank, a facility to raise tickets for service support issues along with status tracking option. The support team must ensure time bound solution and closure of those tickets.
- e. Escalation process should be in place for unresolved issues.

- f. The bidder's support staff should be well trained to effectively handle queries raised by the Bank employees.
- g. Bidder should provide qualified and experienced resources to work during the contract period for (but not limited to):
 - Data administration
 - System Administration
 - IT Infrastructure (Cloud Infrastructure) administration
 - Extraction and development of reports
 - Support technical and functional queries
 - A technical team, to solve logged issues within SLA period
- h. This facility management would have to play a critical role in on-going support. All resources will be screened by bank authorities positioned on the project. Replacement of a resource under unavoidable circumstances needs to be intimated to bank in advance and the replaced resource should be equally or more qualified and experienced with due handover & KT (Knowledge Transfer).
- i. Bidder shall provide onsite L1 support post go-live along with Offsite/Onsite L2 & L3 support to meet the requirements, SLA & terms of the RFP for entire contract duration. Bidder to ensure at least 3-month KT is provided to PNB team before handing over the activity to PNB for performing L1 team if bank decides. Bank's /L1 team will log the ticket and bidder's L1, L2 and L3 to provide the required resolution within the defined timelines, SLA, and terms of the RFP. The Bidder is required to provide support and applicable patches as and when released during the contract period. Any observation raised by Regulators/Bank/Other Agencies from time to time should be rectified and fixed by the bidder at no additional cost to Bank post approval from Bank for deploying the same

III. Monitoring and Audit

The periodicity of these audits will be decided at the discretion of the Bank. The bidder must provide the Bank access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.

There should also be proper audit trail of login/logout, addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition, there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and timestamp with IP capture.

In case of termination of the contract with the bidder, either on expiry of the term of contract or due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), the bidder has to facilitate / support the migration of the solution to the new Solution/ platform as specified by the Bank at that time, at no extra cost.

Other conditions:

- a. The vendor will provide services for implementation / rolling-out /support / maintenance of proposed Solutions for a minimum period of **5 years (1 year warranty + 4 years AMC/ATS)** from installation date with option of further extension of contract for another two terms of 1 year each, at the same rate& same terms &

conditions, provided services of the bidder is satisfactory and at Bank's sole discretion. Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

- b. The Bidder is completely responsible for the proposed Digital Co-lending platform to meet the scope and terms of the RFP and all addendum, & corrigendum and clarifications issued thereafter. The Bank assumes no responsibility for assumptions, presumptions and deviations made by the Bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. In the event the proposed Digital co-lending platform fails to meet Service Level Agreement (SLA), the scope and other terms of the RFP (including addendums, corrigendum, and clarifications), the Bidder will have to upgrade, modify, or replace the Digital Co-lending Platform including associated hardware (if, any), software's & tools at no additional cost to the Bank. The bidder is also responsible for the accuracy of the bid and bank is not liable for any errors or assumptions made by the bidder.
- c. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- d. A detailed agreement will be done with the vendor specifying roles and responsibilities.
- e. Obtaining of the Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the vendor. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.
- f. Successful bidder has to enter into Source code ESCROW agreement with the bank for the proposed Middleware Solution for Co-Lending and Pool Buyout.

10. Infrastructure, Cloud and other CSP Requirements

- a. The proposed public cloud computing solution shall be configured, deployed, and managed to meet security, privacy, legal, ethical and compliance requirements of the Bank.
- b. Bidder to enable bank in performing audit/review IT controls of the CSP as and when required by bank.
- c. Bidder should enable bank or bank's appointed vendor in performing periodic information security, IT security, VAPT etc. on infrastructure provisioned for bank. Bidder should close the audit gaps as per the timelines mentioned in PNB's Audit Guidelines.
- d. Bidder to also submit an independent review report for the audit/review IT controls from CERT-In empaneled security consultant, to ensure it meets Bank's information security requirement, the same shall be submitted by bidder/CSP as and when required by bank.
- e. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting the proposed solution on cloud

(private/public) and on-premises. The bidder has to manage and maintain the underlying Hardware, Operating systems, Database, antivirus etc. and any other software/hardware required for the execution and smooth functioning of the solution during the contract period.

- f. Bidder should arrive at the sizing independently. In case, the sizing quoted by the Bidder fails to meet the necessary services, bank will not bear any cost for upgrades or replacements and the same should be provided by bidder at no additional cost to the bank. Also, during the contract period, growth of the bank should be considered and thus, the hardware proposed should have enough CPUs, memory, and storage available to accommodate the predicted sizing required.
- g. The Bidder will be completely responsible for supply, installation, configuration, customization, and maintenance of complete solution for the contract duration. The bank later will not make any additional payments for the solution provided by the Bidder.
- h. Peak load requirements should be taken care of, in terms of both hardware and software suggested such that these can support the initial and incremental solution requirements for the contract period.
- i. Bidder needs to provide the details separately in their respective sections as per the format given in Appendix R: Technical BoQ along with detailed configuration of the proposed Hardware (Test, Dev and Training, Production and DR server) environments.
- j. All hardware (required for interface, staging, Web Server, development and training server, and related hardware components) and system software components required for the project, must be included in the bill of Material of the Bidder. In case, Bidder fails to do so, and the project demands additional components at a later stage, then Bidder will have to provide additional components at no additional cost to the bank.
- k. Bidder should ensure and submit documentary evidence for having back to back OEM support of the software and hardware used in the proposed solution for entire contract period. (Documentary evidence to be collected in technical evaluation).
- l. Bidder must ensure that capacity planning can handle load and volumes till the end of contract period and will also provide additional resources at no additional cost to the bank in case the requirements are not met.
- m. Bidder proposed solution should include the requisite OS, DB, Application Server, Middleware etc. licenses required for successful installation, implementation, commissioning, and maintenance of the proposed co-lending solution for the entire contract duration.
- n. Bidder is required to provision other applications/tools/solutions for configuration management, change management, release and deployment management, application performance monitoring, service level monitoring, infrastructure monitoring, security & access management etc.
- o. Perform regular backup and recovery tests to assure that logical segregation and

controls are effective

- p. Bidder to ensure the availability and sharing of backup with bank at a regular interval as required by bank.
- q. The Bidder shall be responsible for recovery of lost data, restoration and repair of damaged data and the correction of data.
- r. The Bidder shall be responsible for restoring the system to an operable state where system downtime is attributable to application software
- s. The Bidder shall be responsible for maintaining and extending support for the proposed solution & tools. This shall include regular back up and fine tuning of the Database and Application as a whole, the Bidder would maintain relevant log for the same. Fine tuning of the operating system so that the uptake and execution of application is faster. The tuning of the file organization so that there is optimal utilization of storage and memory. Bidder shall be responsible for providing / arranging the third-party software / utilities in case of any reported bugs in the operating system, application software and other bidder provided software.
- t. Bidder as a part of approach should clearly indicate the process flow including the encryption methodology.
- u. Bidder is required to ensure that all security controls as laid down by bank in its policy and as recommended by bank, and regulatory & statutory body shall be implemented in the bank's Cloud environment.
- v. Continuous monitoring mechanism shall be put in place to evaluate the operations of the cloud services subscribed and implementation & effectiveness of security controls in the Cloud Computing environment
- w. Bidder is required to take regular backup as per bank's backup & retention policy.
- x. The backup copy of data and logs (in the format agreed with bank) is required to be handed over to bank's team at regular interval (as defined by bank).

11. Responsibility Matrix

The responsibility of Hardware of the Bidder/ Cloud bidder (CSP) is as below:

Sl. No	Activity	Activity Owner
1	Hardware Design (HLD and LLD), SRS and other documentation & manuals	Bidder
2	Provisioning of Cloud and other infrastructure	Bidder
3	Runtime	Bidder
4	Middleware	Bidder
5	Database	Bidder
6	Operating System	Bidder

7	Virtualization solution	Bidder
8	Providing and maintenance of Compute, Storage, Networking, Network & Platform security, IDAM, Other security solutions	Bidder
9	Implementation of proposed solutions & tools	Bidder
10	Integration of proposed solutions & tools with bank's & NBFC applications	Bidder
11	Training and handholding of hardware installation, housekeeping and management	Bidder
12	System Integration Testing, regression, and performance testing	Bidder
13	UAT	Bank or Bank appointed agencies
14	Conformity / compliance in case of identification of any non-compliance identified by the bank during installation.	Bidder
15	Documentation for proposed solutions and cloud infrastructure	Bidder
16	Management, Maintenance and support of all supplied hardware equipment(s) and software components	Bidder
17	Periodic patch, script, release etc. update of firmware, Operating System, Application Server, Webserver, Database, software for hardware management etc.	Bidder
18	Periodic audit including IS audit, security review & Cyber Security audit of the proposed infrastructure, Bidder to submit the report for the same at bank desired interval	Bidder
19	Audit conformity / compliance	Bidder
20	SLA report generation and submission	Bidder
21	SLA dispute identification and resolution	Bidder
22	Supply, implementation, customization, parameterization, maintenance, management, and support	Bidder

12. Documentation

Following is the indicative list of documentation that the bidder should prepare, take Bank's sign-off and submit it as a deliverable:

- a. Detailed project plan
- b. Software requirement specification document (SRS) and other design documents
- c. Documentation of technical requirements
- d. Documentation of architecture requirements
- e. Mapping of Functionality and specifications document
- f. Development of low level and high-level design documents
- g. Documentation of testing plan, test cases, test scenarios, test scripts, gaps, bugs, fixes, etc. as a part of quality assurance
- h. User training manuals
 - i. All documentation including technical, operations, like release notes, license terms, user manuals, training manual, technical manual, standard operating procedures, solution architecture and design, system flow document, data dictionary and other necessary documents etc.
- j. Statement of Work (SOW), Quality Plan, Test Plan, Requirement traceability Matrix, Design Document, Report Design, Delivery Notes documents, etc.
- k. System configuration documents
- l. System/debugging/diagnostics documents
- m. Test procedures.
- n. Any level/ version changes and/ or clarification or corrections or modifications in the documentation should be supplied by the Bidder to the Bank free of cost in timely manner.
- o. The Bidder shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the bidder to the Bank, free of cost in timely manner.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

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

2. COST OF BIDDING

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

3. BIDDING DOCUMENT

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

4. LANGUAGE OF BIDS

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

5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

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

6. AMENDMENT OF BIDDING DOCUMENTS

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

7. VALIDITY OF BID DOCUMENT

Bid shall remain valid for 06 months from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

8. LATE BID

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

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of **Rs.60 lakh**, which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, DBTD New Delhi and filling all the details as per specified Performa at **Annexure-XIV**. 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 12 Months 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. MSE bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc.

In case of unsuccessful bidder, EMD will be returned either on completion of tender process or within 30 Days of disqualification of the bidder, as per Bank's discretion. No interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

Details for online payment:

Bank & Branch: Punjab National Bank, Centralised ATM Cell, New Delhi
Imprest Account No.: **0153002200175716** favoring Digital Banking
Transformation Division.
IFSC Code: PUNB0522800

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

11. BIDDING PROCESS (TWO STAGES)

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

- Technical bid
- Commercial bid

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

a) TECHNICAL BID

The Technical bid must be submitted in hard bound file in a sealed envelope superscribing **"Technical Bid response against RFP for Middleware Solution for Co-Lending and Pool Buyout"** & also online. **Unsealed envelops will not be accepted.**

TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc.

mentioned in the RFP, and should **NOT contain any Pricing or Commercial information at all**. Technical bid documents with any commercial information will be rejected summarily.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria (Annexure-III). Only, those bidders confirming compliance to all the Terms & Conditions of RFP document (Annexure-I), Technical Specifications (Annexure-XIII) and scoring minimum stipulated Technical Score in Technical Competency (Annexure-IV) shall be short-listed for commercial stage.

b) COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders will be opened, who will comply with all the eligibility criteria (**Annexure-III**), Terms & Conditions of RFP document (**Annexure-I**), Technical Specifications (**Annexure-XIII**) and scoring minimum stipulated Technical Score in Technical Competency (**Annexure-IV**) in the Technical Evaluation Stage.

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

Bidders/OEMs are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders/OEMs are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory.

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

The queries submitted before pre-bid meeting and submitted in above mentioned format will be entertained and discussed in the Pre-Bid meeting. Their subsequent responses will be uploaded onto Bank's websites.

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

NOTE: No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or Aadhar card will not be accepted)

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

13. SUBMISSION OF BID

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of **Class II** and above (both encryption and signing). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> for submitting

the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites www.pnbindia.in & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason.

Commercial Bid should be submitted online only.

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

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. **Kindly do not submit any extra documents/certificate which are not required.** At the time of physical submission of bid, bidder has to **show acknowledgement e-mail** received after completion of the bid submission in proof of having submitted the bid online.

14. DEADLINE FOR SUBMISSION OF BID

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001

Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>. **Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.**

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

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

16. CONTACTING THE PURCHASER

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

17. TERMS AND CONDITIONS OF THE BIDDING FIRMS

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

18. LOCAL CONDITIONS

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

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

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

Punjab National Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Punjab National Bank reserves the right to make any changes in the terms and conditions of purchase. Punjab National Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations

20. OPENING OF BIDS

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

21. CLARIFICATIONS OF BID

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

22. PRELIMINARY EXAMINATION

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

Arithmetical errors will be rectified as follows:

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

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

23. REVELATION OF PRICES

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

24. EVALUATION AND AWARD CRITERIA

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

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be properly signed by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/ third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
2. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the

genuineness/authenticity of any third-party document may make the bid liable for rejection.

3. Technical bid opening will be done in presence of authorized representatives with authorization letter of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. All Bidders will be required to give a Presentation which may include a Demo as well, of their offered solution clearly demonstrating all the technical functionalities and deployment architecture. The bank will schedule presentations for which time and location in Delhi, will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the bank may result in rejection of the proposal. Bidder is also expected to demonstrate the product's capability, compatibility, applicability and acceptability to the bank as per the RFP requirements on Use cases / Demo Scripts for the solution. During Presentation, the bidder will also have to show the front end of the proposed application i.e. monitoring of transactions, generating alert, updating as well as inserting the data to the data base, deployment method etc. Bidder is required to address all queries raised by the Bank officials during the Presentation. Giving mere presentation should not be considered as being qualified/shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.
7. Bidders satisfying the requirements as determined by the Bank, accepting the terms and conditions of this document and successfully demonstrating the capabilities of their solution in the Presentation shall be short-listed for further process.
8. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
9. The purchaser may waive any **minor infirmity or non-conformity or irregularity in a bid**, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

The Bank reserves the right to accept or reject any offer without assigning any reason thereof. The decision of the bank in this regard shall be final, conclusive and binding upon the Bidders. The Bank also reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids at any time prior to contract award, 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. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted

false/incorrect information the bid will be rejected summarily by the Bank's notification of rejection of bid. Decision of the Bank in this regard shall be final and binding on the bidders.

Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened, who will comply with all the eligibility criteria (**Annexure-III**), Terms & Conditions of RFP document (**Annexure-I**), Technical Specifications (**Annexure-XIII**) and scoring minimum stipulated Technical Score in Technical Competency (**Annexure-IV**) in the Technical Evaluation Stage.

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22-Preliminary Examination.
3. The bidders will be required to quote for all the items required by the Bank.

4. Price Variation Factor

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

The L-1 price and L-1 bidder will be decided on the basis of least total cost of solution i.e. Total of Table A, derived after conducting Reverse Auction.

25. REVERSE AUCTION

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

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.

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

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

Evaluation of Commercial Bids and Procedure for Finalizing 'H1 Bidder'

- a) The commercial bid(s) of only those bidders, who are short-listed after technical evaluation, would be opened.
- b) All the bidders who qualify in the evaluation process shall be considered for H1 calculation.
- c) The bidder will be selected as H1 on the basis of **net total score** arrived basis the scoring methodology defined in the RFP.

Tender will be awarded on the basis of Techno Commercial evaluation i.e. 80% Weightage for Technical bid + 20% Weightage for Commercial bid and the bidder who score HIGHEST MARKS will be declared as H1 Bidder. Weightage of technical bid (Max 80%) will be calculated on total marks of technical evaluation scoring parameter.

Technically qualified bidders as per Technical Evaluation process will participate in Reverse Auction post commercial evaluation

Weightage for commercial bid (Max 20%) will be calculated on rates quoted by the bidders post Reverse Auction. After opening of commercial bids and conducting Reverse Auction, following Scoring Mechanism shall be deployed. The "Commercial Score" will be calculated using the formula, given below:

$$\text{"Commercial Score"} = \frac{\text{Lowest commercial price post Reverse Auction}}{\text{Bidder's commercial price quoted post Reverse Auction}} \times 100$$

The Final Score for a bidder will be calculated using the formula, given below:

$$\text{"Final Score"} = (\text{Technical Score} \times 0.8) + (\text{Commercial score} \times 0.2)$$

Thereafter, the bidders shall be ranked in terms of the Final Score obtained. The bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bidder securing lesser marks as H-2, H-3 etc.

For example – If there are three bidders A, B and C. In this calculation process will be as under:

Sr.	Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Final Score (out of 100)
1	A	95	71	$(95/95) \times 80$	$(60/71) \times 20$	$80 + 16.90 = \mathbf{96.90}$
2	B	85	65	$(85/95) \times 80$	$(60/65) \times 20$	$71.57 + 18.46 = 90.03$
3	C	90	60	$(90/95) \times 80$	$(60/60) \times 20$	$75.78 + 20 = 95.78$

In the above example, Bidder A with highest score becomes the successful bidder.

The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1

In case of a discrepancy between amount in words and figures, the former will prevail.

26. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

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

27. CANCELLATION OF BID/ BIDDING PROCESS

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

28. DELAY IN THE SUPPLIER'S PERFORMANCE

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by Bank.

29. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION

The bidder shall not, without the Banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA).

31. CONFIDENTIALITY

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

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

32. PATENTS RIGHTS

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party

resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees.

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

33. ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

34. FORCE MAJEURE

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

in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

35. NON-DISCLOSURE

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

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

36. INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes except GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of 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 supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

TERMS AND CONDITIONS

1. SIGNING OF CONTRACT

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

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

2. DURATION OF CONTRACT

Bank will enter into **contract initially for a period of 5 years** from the **date of implementation (Go-Live Sign-Off)** with option of further extension of contract, for another two terms of 1 year each, at the same rate and same terms & conditions, provided services of the bidder is satisfactory and at Bank's sole discretion.

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

3. PERFORMANCE BANK GUARANTEE

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

- a. The successful bidder will have to submit Performance Bank Guarantee amounting to 3 % of Contract value within one month of acceptance of purchase order & initially valid for a period of 5 years with claim period of another 12 months.
- b. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c. The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- d. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e. No interest on PBG will be paid by the Bank.

4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)

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

5. NOT ACCEPTANCE/ NON-EXECUTION OF ORDER

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

6. DELIVERY

Bidder shall be responsible for delivery and implementation of the complete solution (software, licenses, etc.)/ Services ordered at DC, DR and any other site as per Bank’s requirement as per implementation schedule mentioned in **Clause 7- IMPLEMENTATION & TIMELINES**. The point of delivery/ destination will be as defined by the Bank in the Purchase Order.

In case of delay on part of bidder in completion of the project or initiating services will attract a penalty / termination of contract as defined in this RFP.

7. IMPLEMENTATION AND TIMELINES

The Selected Bidder shall be responsible for delivery, implementation, and rollout of all the solutions required under this RFP and must agree to the time duration specified. If the BIDDER fails to do so within the stipulated time schedule or by the date extended by the Bank, it will be a breach of contract. In such case, the Bank would be entitled to charge a penalty or would have the right to terminate the contract, as specified in this RFP.

Bidder is required to provide applications, staggered hardware, and associated software depending on the volumetric defined in the RFP. The duration indicated is the time required for the completion of the indicated activity.

Phases	Deliverables	Timelines
Kick-Off Meeting		T + 7 days
Hardware setup	1. Delivery and Setup of on-premises infrastructure. Report comprising of infrastructure provisioned for all environments, security parameters configured, OS, DB & other software & tools configured must be shared with bank, Document to be submitted.	T + 45 days

	2. Delivery and Setup of Cloud Infrastructure Document to be submitted: A report comprising of infrastructure provisioned for all environments, security parameters configured, OS, DB & other software & tools configured	T + 30 days
Software	Installation & setup of software Document to be submitted Software installation report is to be submitted	T + 30 days
Link provisioning at bank's DC & DR	Implementation of proposed links at bank's DC & DR from CSP primary & Secondary site	T + 30 days
SRS and Design documents	Delivery of Software Requirement Specifications (SRS) & design documents (HLD, LLD, deployment architecture, network architecture, integration architecture etc.) and sign off by Bank for co-lending journeys of all Lending Products	T + 15 days
Development	Development completion & installation, configuration, customization, integration & interface, testing (UT, Sanity, SIT etc.) for Co-Lending journeys of all Lending Products Document to be submitted: Implementation, integration, interface & UT, Sanity SIT completion report	T + 60 days
UAT	User Acceptance Testing (UAT) completion & sign-off by Bank for Co-Lending journeys of all Lending Products Document to be submitted: UAT Signoff, Training manuals and other documents, Go-live checklist as sought by bank	T + 75 days
Go-Live	Go-Live of Co-lending solution (with at least 3 NBFCs integration) Document to be submitted: Go-live checklist signoff and Go-no go decision	T + 90 days
NBFC Integration	Subsequent integration with each NBFC Report confirming and APIs for successful integration of NBFC system after intimation by Bank.	30 days

*Days is referred as calendar days

** T is date of Purchase Order

For the existing Pool Accounts, the selected bidder will facilitate/ assist Bank for data migration activities. Once data is made available by Bank, the selected bidder should complete the data migration activity within 30 calendar days from the date of handing over the data to the successful bidder.

For new NBFC on-boarding and transactions, the required implementation/ integration should be completed within a period of 30 calendar days from the date of placing requirement by Bank following the standard SDLC lifecycle.

Any deliverable which has not been supplied or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

Bidder will have to pay late delivery charges to Bank @ 1% of the Contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation of proposed solution for end to end handling of co-lending and pool accounts beyond due date of delivery, to a maximum of 10% of the overall Contract value inclusive of all taxes, duties, levies etc. beyond that Bank reserves the right to cancel the contract. The charges will be deducted from the payouts of Contract value.

UAT Sign-off

Post UAT sign-off, the solution will be subject to mandatory AUDIT either by Bank's team or Bank's appointed external auditors or Bidder may have to arrange a reputed external agency to perform the AUDIT of the implemented solution without any additional cost to the Bank. It will be the sole discretion of the Bank to decide on the external and/or internal agency for AUDIT.

Any delay at the part of the bank in conducting the audit will be excluded from the project timeline.

Audit Observations and observations in any other Audits, if any, will have to be complied within 7 days from the date of intimation by the Bank.

Post closure of all AUDIT observations Bank will provide the Go-Live sign-off for the solution.

Time allowed for implementation shall be firm and binding.

8. ACCEPTANCE TESTING

All the delivered Product/Solution/Software items may be subjected to an acceptance test. Successful bidder has to arrange additional onsite support personal at the date and time mentioned by the Bank to assist in the acceptance test.

9. PAYMENT TERMS

Invoices will have to be raised on quarterly arrear basis for all components and payment shall be made after receiving error free invoice from the vendor. Invoices during implementation period maybe raised on completion of each milestone as per the RFP document. Invoices should be submitted to the Bank within 15 days from the date as mentioned in the Invoice.

Payment will be made through NEFT/RTGS/IMPS after deduction of all penalties and TDS, as applicable. All invoices should mandatorily carry the GSTN of the Bank pertaining to the state where the services are being rendered in the Bank by the Vendor.

Sr. No	Particular	% of amount
1	One Time Costs	
	• BRD/SRS Sign-off	10%
	• UAT Sign-off	30%
	• Go Live	40%

	• 3 months post Go-Live after satisfactory performance	20%
2	Recurring Cost	On quarterly in arrear after receipt of tax invoice

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually

agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Days of the settlement of such disputes.

All out of pocket expenses, traveling, boarding, and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding, and lodging etc. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN.

Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank the entire benefits / advantages, arising out of fall in prices, taxes, duties, or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out-of-pocket expenses.

Payment shall be released on submission of necessary proof and documents like original Invoices, Performance Bank Guarantee, Signed Service Level Agreement, and Delivery of Software Licenses etc. subject to acceptance by Bank, submission of Letter issued by Bank in respect of completion of User Acceptance Test (UAT), documents as required by Bank like manual & documentation, training etc.

No advance payment shall be made by Bank in any case.

10. PENALTY

If at any time during performance of the contract, the Vendor should encounter unexpected conditions impeding timely completion of the services under the agreement and performance of the services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the Parties in writing, including by amendment of the Agreement, exchange

letters or email. The Bidder shall have to enter into a “Service Levels Agreement” with Bank covering all terms and conditions of this tender.

Deliverables	Timelines	Eligible amount for payment	Penalty	Maximum Penalty
BRD/SRS Sign-off	T + 15 days	10%	1% of one-time-cost for every week delay or part thereof	10% of One-time cost
UAT Sign-off	T + 75 days	30%		
Go-Live	T + 90 days	40%		
3 months post Go-Live after satisfactory performance	3 months post Go-Live	20%		

In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation.

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

The SLA will be monitored on a quarterly basis.

Bidder shall quote all the figures in numbers followed by total in words enclosed in brackets in all fields of indicative commercial bid.

10.1 Penalty for Operational/ Functional Issues/ Downtime:

Impact of the issue	Response Time	Resolution Time
High Business Impact Issue	Within 30 Minutes of issue being reported	1 Hour from the time of compliant
Medium Business Impact Issue	Within 30 Minutes of issue being reported	4 Hours from the time of compliant
Low Business Impact Issue	Within 30 Minutes of issue being reported	24 hours from the time of compliant

High Business Impact Issues: - These are the issue whereby users of the proposed retail loan platform Solutions are not able to deliver required services. Such as system is not giving output or giving error message, user not able to login to application, application not running, modules not working.

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

Medium Business Impact Issues: - The services of the application has deficiency in output of the process and is impacting business service quality and requires urgent solution. Such as the output is not as per expectation, the output has incorrectness, issues due to data recovery, security configuration, user access profile etc.

Low Business Impact Issues: - These are the issues which may not be of immediate urgency, and it is acceptable that the services to business can be delivered by next day.

Following are the penalties if issues not resolved with within prescribed resolution time

Sr No	Item	Penalty in Rs.	Penalty Rate
1	High Business Impact Issues	5000/-	Per incident
2	Medium Business Impact Issues	2000/-	Per incident
3	Low Business Impact Issue	1000/-	Per incident

1. The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of **99.95** and above per month.
2. Cost of monthly pay-out is the amount calculated per month for all the contracted payment to be due to Vendor for ensuring running of the proposed project under this RFP

3.

Level of Uptime Percentage	Penalty Details
99.95% and above	No penalty
99.00% and above but below 99.95%	1% cost of monthly pay-out
98.00% and above but below 99.00%	2% cost of monthly pay-out
97.00% and above but below 98.00%	5% cost of monthly pay-out
Below 97.00%	10% cost of monthly pay-out
Below 90%	No Payment

- Penalties will be applicable due to downtime of software application.
- The bidder shall guarantee 99.95 percentage of uptime.
- Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.
- Penalties, if any shall be calculated for every month and recovered from the next payment payable to the successful bidder.

- Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
- Calculation of % Uptime = (Total uptime of system- downtime of system/Uptime of system * 100)
- The performance level of Vendor services shall be reviewed on a quarterly basis. If the services are assessed as not satisfactory by Bank, the service agreement may be terminated by Bank at its absolute discretion.

10.2 Penalty Due to Delay In Service Delivery

10.2.1 Penalty Due to Absence of Onsite Engineer (L1 RESOURCE, L2 RESOURCE & TEAM LEAD)- availability of resource as per the Term of the RFP is mandatory and any discrepancy will attract penalty quarterly payout

Sr.	Resource	Availability	Penalty Amount (Rs)
1	L1	100% on business days and business hours	2500
2	L2	100% on business days and business hours	5000
3	L3	100% on business days and business hours	10000

10.2.2 Delay in Resolution of Audit Observations

During the implementation and post implementation period of the solution, as part of ongoing audit process, Bidder will have to comply audit observations as and when received within **7 days** of its intimation from Bank. It will be the responsibility of the bidder to take the requisite action in consultation with the Bank officials, to mitigate the risks and comply with the observations.

10.3 Audit Gaps

Item	Issue Categorization	Resolution Period	Penalty Amount
Audit Gaps Resolution	High	Within 7 Days or as defined by bank during the gap identification	15,000 per issue per day post the resolution period till the issue/gap closure date
	Medium	Within 15 Days <u>or</u> as defined by bank during the gap identification	10,000 per issue per day post the resolution period till the issue/gap closure date
	Low	Within 30 Days <u>or</u> as defined by bank during the gap identification	5,000 per issue per day post the resolution period till the issue/gap closure date

*Bidder is required to submit the compliance document confirming that the identified gaps have been closed

10.4 DELAY IN ONBOARDING AND CUSTOMIZATION

For any delay in customization of Software/Solution, penalty will be applicable as follows:

H–Total Cost for the requirement [(per Man Day cost) X (No. of Man days required)] for Customization and Total Monthly Payout.

Timeline	Penalty	Max penalty
Within the stipulated timeline	No penalty	No penalty
Exceeding the timeline provided by the Bank	1% of H for per day of delay (as applicable for the individual requirement)	10% of H (as applicable for the individual requirement)

Bank will not pay charges for additional Man day in case the bidder is unable to complete the requirement within the stipulated time.

Other Terms and Conditions:

- The percentage payment mentioned above against each deliverable is against the **100%** amount of that particular deliverable as per the commercial bid, and not the **100%** amount of the entire project.
- Bank reserves its right to recover the penalty amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder or from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off
- In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also act against the bidder and blacklist them without any correspondence in this regard.
- Penalty can be deducted from any payment made to the Vendor.
- Bank reserves the right to terminate the contract, forfeit the EMD/PBG and blacklist the Bidder/OEM in case computation of the penalty exceeds **10% of the total Project Cost**.
- In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component/ license shall be treated as delivery date for penalty and other calculation. Bidder shall quote all the figures in numbers followed by total in words enclosed in brackets in all fields of indicative commercial bid.
- 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 accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- Any financial loss to the Bank on account of fraud taking place due to Bidder, its employee or their services provider's negligence shall be recoverable from the Bidder along with damages if any with regard to the Bank's reputation and goodwill.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.
- Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
- Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), and NDA by Successful Bidder.
- The payments for ATS shall be made in advance if the bidder submits Bank guarantee of equivalent amount, else the same shall be made in arrears
- Only GST wherever applicable will be borne by the Bank.
- Bank will deduct TDS (Tax deducted at source) as applicable
- All the payments will be made to bidder electronically in Indian Rupees only.
- The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the Punjab National Bank such as termination of contract, invoking performance guarantee and recovery of amount paid etc.

In the absence of the deployed OTS resource, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.5% of monthly pay-out of the past month, for each day, up to a maximum of 10%.

All types of Penalties can be levied simultaneously up to their maximum limit. Maximum deducted penalty of one type will not affect any other type of penalty

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

In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation. Bidder

shall quote all the figures in numbers followed by total in words in the indicative commercial bid.

Sign off will be given only after successful implementation as per the scope of work, & testing of the solution deployed in our Bank.

Bank reserves its right to recover Penalty amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder.

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

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

If there is delay by the Vendor, downtime of the solution or absence of onsite engineer is such that the Penalty deducted for it reaches its maximum value for that stage, **Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the**

Performance Bank Guarantee and Blacklist the Vendor. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.

11. WARRANTY

Complete solution (software/OS/DB) supplied should be covered under comprehensive on-site BACK-TO-BACK software warranty for **One Year** from the date of implementation. Bidder should make adequate arrangements with OSD/OEM (if, applicable) for the same. This includes updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, upgrade would be done by vendor immediately for critical updates or on monthly basis for normal updates/upgrades.

The vendor shall be fully responsible for the software warranty of the software/solution against any malfunctioning, corruption, bugs/defect that may develop under normal use of supplied software/solution during warranty period.

Warranty should cover the following at no extra cost to Bank: -

- Service support should be available on 24 x 7 x 365 basis.
- Any issue except hardware failure in the deployed solution should be resolved within 4 hours of receipt of complaint.
- Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and ATS.
- Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/ bug fixes/ upgrade, if any, for software/solution.
- The vendor should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report quarterly. During the preventive maintenance, the bidder should also check the operating system running on the servers and other components and upgrade the same to latest version as released by OSD/OEM. The vendor will be required to forward to the Banks well in advance (at least 7 days) the preventive maintenance schedule / plan to enable the Bank to intimate the locations/offices and obtaining downtime etc.

- Free of cost version upgrade/customization will be done by bidder whenever new version of software/solution is released or new requirements comes.
- The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration after feasibility check by the vendor. The feasibility of same should be informed to the Bank.
- The bidder to submit detailed Root Cause Analysis for Software/Solution related issues/failures.
- Any coordination with the OSD/OEM for support should be carried out by the bidder engineer.
- The bidder to note that, only under exceptional conditions remote access for devices would be provided. Under all other circumstances bidder to provide on-site support only.
- The OSD/OEM must provide technical support. The OSD/OEM must provide the dedicated login credentials to Bank with highest level permissions to search knowledge base, downloading of the patches, documents and to manage the device. Bank should be able to raise tickets directly to OSD/OEMs.
- Bank should have a facility to log a call using web interface wherein all the support contract details should be linked. This interface should provide the incident number for monitoring the progress of the call/support ticket. The Bank should also have flexibility to log the calls using either emails/telephone also.
- The OSD/OEM should have a comprehensive known error database or knowledge database in the form a web access which is accessible to Bank team for resolving first level issues. This is not a local database maintained to track incidents. This repository is the knowledge base of all the incidents resolved worldwide by the vendor support teams.

Annual Technical Support (ATS)

The On-site, comprehensive BACK-TO-BACK ATS (quoted in percentage) will be valid for a period of 4 years after expiry of One Year warranty period and the quoted %age will be continued for the entire contract period. Bidder should make adequate arrangements with OSD/OEM for the same. The scope of ATS is same as Software Warranty. Payment of ATS will be released on quarterly basis. The ATS may be terminated by the Bank after giving three months' notice in case of deficiency in services. Bank may extend the ATS term for two terms of 1 year each on same rates and same terms and conditions. The quoted percentage (%) for ATS would be applicable for proactive support on 24 x 7 x 365 basis. ATS would cover all components of the offered appliance without any exceptions.

The Bank will enter into an **all-inclusive Annual Technical Support (ATS)** with the selected bidder after the expiry of respective warranty period for the software/solution.

The scope of ATS will be same as scope of Warranty mentioned in above Para.

12.UPGRADES AND UPDATES

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

13.SERVICE LEVEL AGREEMENT

The Bidder shall have to enter into an agreement with Bank covering all terms and conditions of this tender.

The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The onsite engineers/representative deployed, if any, by the successful vendor will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Vendor.

Within **30 days** of receipt of the Order/Letter of Intent, the selected Bidder shall sign and date, the Service Level Agreement (SLA), on stamp paper of appropriate value, designed by the Bank and return it to Bank. The Bidder, however, may submit the SLA Form they like to execute. It is prerogative of the Bank to accept the same or to modify. It is reiterated that the Contract/SLA to be entered into by the Selected Bidder shall be as approved by the Bank only. Bank expects that the Bidder shall be bound by the Service Levels described in this document. The SLA will be reviewed on a quarterly basis.

Service Levels will include Availability measurements & Performance measurements. Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A quarterly report shall be provided to the Bank by the bidder at the end of every quarter containing the summary of all incidents reported and associated bidder's performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting. Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

The resident engineer of the Service Provider/Vendor shall respond/ attend to any notification of a fault incident immediately to Bank officials. Email and Telephonic Support should also be provided by the back-end experts to the resident engineer besides On-site support for 5 Years. The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP.

The proposed engineer shall be on the company roll for a period of minimum six months on the similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resources should clear interview process by Bank officials/ Bank appointed consultants.

14.TAXES

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

- 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.

- 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 affect 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.

15.CANCELLATION OF PURCHASE ORDER

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

- a) Non-submission of acceptance of order within 15 working days of placement of Purchase Order.
- b) Non-submission of Performance Bank Guarantee within stipulated time as specified in the RFP.
- c) Non-signing of contract within the time specified by Bank.

16.SIGNING OF PRE-CONTRACT INTEGRITY PACT

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

17.DELAYS IN THE SUPPLIER'S PERFORMANCE

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

18.INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there

under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at

the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank, Vendor (successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

19.TERMINATION OF CONTRACT

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

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of vendor (successful bidder) to complete implementation of appliance within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Delay in offering
- f) Serious discrepancy noticed during the testing of the project,
- g) Serious discrepancy in maintenance of the project.
- h) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- i) Delay in commissioning project beyond the specified periods.
- j) Delay in completing commissioning/ implementation and acceptance tests/checks beyond specified periods.
- k) Failure of the selected bidder to accept the contract/ work order and furnish the Performance Bank guarantee within 30 days of receipt of work on contract.

The Bank, by a written notice for a period of thirty (30) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

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

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

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to

impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to

take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by Punjab National Bank, the bidder herein shall be obliged to provide all such assistance to the next successor bidder or any other person as may be required and as Punjab National Bank may specify including training, where the successor(s) is a representative/personnel of Punjab National Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Nothing herein shall restrict the right of Punjab National Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Punjab National Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

The Bank may at any time terminate the Contract by giving written notice (30 days' notice period) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank

20. GOVERNING LAWS AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and

Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

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

21. MALICIOUS CODE CERTIFICATE

The Bidder should upload following certificate in the bid: -

21.1 This is to certify that the Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:

21.1.1 Inhibit the desires and designed function of the equipment.

21.1.2 Cause physical damage to the user or equipment during the exploitation.

21.1.3 Tap information resident or transient in the equipment/network.

21.2 The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to

copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

22.USE OF CONTRACT DOCUMENTS AND INFORMATION

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Purchaser in Bid document or otherwise except for purposes of performing contract.

23.PATENT RIGHTS

The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- a. The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- b. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.
- c. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- d. The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein.

24.INFORMATION SECURITY

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during the

ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

25.DATA PROTECTION

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.

26.ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

27.CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER

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

28.PRINCIPAL TO PRINCIPAL RELATIONSHIP

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 provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there no 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 its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Vendor's personnel/employees. The vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

29.BUSINESS CONTINUITY PLAN

The bidder shall ensure to have effective business continuity and disaster recovery plan. The bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law.

30.ESCROW MECHANISM

The Bank and the Bidder shall agree to appoint an escrow agent in India to provide escrow mechanism for deposit of source code for the software product supplied by the bidder to the Bank to enable bank to protect its interests in an eventual situation. In case

of a disagreement between the Bank and the Bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Bidder. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent.

Costs for the Escrow will be borne by the Bidder. As a part of the escrow arrangement, the final selected Bidder is also expected to provide a detailed code documentation of the solution which has been duly reviewed by an external independent organization. Bidder hereby represents and undertakes to release the Source Code upon any of the following events ("Release Events"): The solution provider/bidder is subjected to an Insolvency Event (For the purpose of this clause, the term Insolvency Event would mean a mere filing of application before the NCLT under section 7, section 9 or section 10 of the Insolvency and Bankruptcy Code, 2016, against the Bidder whether or not such application is accepted and an order of moratorium is passed against the Bidder)

31. LIMITATION OF LIABILITY

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

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

32. PUBLICITY

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UNDERTAKING FROM THE BIDDER

To,
Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001

Sir

Reg.: Our bid for RFP for Middleware Solution for Co-Lending and Pool Buyout

We submit our Bid Documents herewith.

We understand that –

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

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ELIGIBILITY CRITERIA OF THE BIDDER

Sr.	Eligibility Criteria	Supporting documents to be submitted	Compliance (Yes/No)
1	The bidder should be registered with Registrar of companies/firms in India for at least 2 years.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	Firm should have all necessary licenses, permissions, consents, No Objections, approvals as required under law for carrying out its business. It should have currently valid GST and other applicable taxes registration certificates /PAN etc.	Undertaking to be submitted	
3	Firm should be prime bidder/OEM/OSD and no consortium is allowed for the solution/ services to be offered	Undertaking to be submitted	
4	The bidder should have Support centres in India. However, support centres at Delhi/NCR/Mumbai are desirable Escalation matrix also to be submitted.	Undertaking to be submitted with details of support center like address, contact details, no. of Support engineers signed and stamped by authorized signatory AND Escalation Matrix as per Annexure-XIX to be provided.	
5	The bidder must have successfully implemented or under implementation, identical or similar software solutions like Co-lending during last 2 years in at least 2 Public sector bank/ Private bank/BFSI registered in India and the solution should be currently running, if implemented.	Satisfactory Performance Certificate from the Clients as per Annexure-VII. OR Purchase Order along with Email from the client containing all the required information. <i>(Kindly note that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile number)</i> OR Signed Agreement OR Copy of Work Order/Purchase Order along with Installation Certificate signed & stamped by the Client OR Copy of Work Order/Purchase Order along with any other proof of execution (UAT sign off or Reference Letter from Bank/NBFC)	

		(Kindly note that any of the above documents submitted must be sufficient enough to certify OEM's/bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)	
6	<p>The bidder should be the Original Solution Developer (OSD)/OEM of the offered Co-lending solution or its authorized representative in India with presence in India.</p> <p><i>Please note, if OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.</i></p>	<p>In case of authorized representative, MAF from OSD/OEM of the Solution as per Annexure-XI in their letter Head needs to be provided.</p> <p>In case the bidder is itself the OSD/OEM, undertaking as per Annexure-XII on their company's letter head should be provided. <i>(clauses in the MAF should be clear and should be as desired in Annexure)</i></p>	
7	<p>The bidder should have a minimum turnover of INR 20 crores (Rupees Twenty Crores) or (INR 10 Crores (Rupees Ten Crores) for MSE bidders) per annum in any of the past 2 consecutive financial years i.e. FY2020-21, FY2021-22.</p> <p>This must be the individual company turnover and not of any 'group of companies.'</p> <p>The bidder should have positive net worth during the last two consecutive financial years for which CA Certificate as per Annexure - X and Audited Financial statements (Balance sheet and Profit & Loss statement) have to be submitted.</p>	<p>Provide CA Certificate as per Annexure - X</p> <p>AND</p> <p>Audited Financial statements (Balance sheet and Profit & Loss statement) for the last two (2) Financial years i.e. FY2020-21, FY2021-22.</p> <p><i>(The CA certificate provided in this regard should be without any riders or qualification and should contain UDIN no.)</i></p>	
8	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/ statutory auditor, as per Annexure- VIII	
9	Bidder should not have been black listed by the Government / Government agency / Banks / Financial Institutions in India during last 2 years. Self-Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-IX	
10	Labour Law Compliance	Undertaking to be submitted as per	

		Annexure-XVII	
11.	Software(s)/Solution(s) to be deployed are the latest bug free version and free from all know vulnerabilities.	Undertaking to be submitted as per Annexure-XVIII	
12.	Bidder should have the experience of having facilitated/monitored a debt portfolio volume of at least Rs.2000 Crore	Bidder has to submit undertaking AND Documentary evidence i.e. Purchase Order/UAT Sign-Off to substantiate this.	

NOTE:

1. For a particular Solution, only the OSD/OEM or its authorized representative in India having IP Rights of Customization can bid. If both the OSD/OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Software/Solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender through its Authorized Representative, the OSD/OEM Company cannot bid for any other OSD/OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by 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.
5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
9. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
10. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. 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.

11. The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.
12. Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE-IV

TECHNICAL AND FUNCTIONAL EVALUATION

Bidders who qualify Eligibility Criteria (Annexure-III), Terms & Conditions of RFP document (Annexure-I) & Technical Specifications (Annexure-XIII) will be called for demonstration (i.e. Technical Presentation) of their solution as per Technical Scope of Work of the subject RFP. The overall technical evaluation will involve scoring on the following aspects: -

Sr.	Evaluation Parameter	Maximum Score	Evaluation Criteria
1	Technical Competence	40	Qualifying Score: Minimum 25
2	Presentation & Product Competence*	60	Qualifying Score: Minimum 35
Overall evaluation		100	Qualifying Score: Minimum 60

In case, none of the participating bidders qualify in overall evaluation (item 3) and reach or exceed the cut-off score of 60, then the Bank, at its sole discretion, may relax the cut-off score to 50.

The Technical evaluation will be done on the basis of scoring criteria given below and the overall score of the bidders as mentioned above.

EVALUATION OF TECHNICAL COMPETENCE:

Bidder has to ensure minimum score stipulated by the Bank, for qualifying technical evaluation. In Commercial Evaluation, no weightage will be given for Technical Scoring.

TECHNICAL COMPETENCY - SCORING CRITERIA

Sr.	Evaluation Parameters	Max. Marks	Scoring	Supporting Documents
1	Solution is implemented in Public Sector Banks (PSB) in India	10	<ul style="list-style-type: none"> 10 marks – If implemented in 2 or more PSBs in India 05 marks – If implemented in 1 PSB in India. 	<p>Satisfactory Performance Certificate from the clients as per Annexure-VII</p> <p>OR</p> <p>Purchase Order along with email from the client containing all the required information</p> <p>OR</p> <p>Copy of Work Order / Purchase Order along with Installation Certificate signed & stamped by authorized signatory of client</p> <p>OR</p>

				Copy of Work Order/Purchase Order along with any other proof of execution (UAT sign off or reference letter from Bank/NBFC) OR Copy of Signed Agreement
2	Bidder's experience of having handled at least a debt Pool / Co-lending volume of Rs.2000 Crore with banks/NBFCs.	10	<ul style="list-style-type: none"> • 10 marks – If Bidder has an experience of handling a debt pool / co-lending volume of > 2000 Crores • 05 marks - Bidder has an experience of handling a debt pool / co-lending volume of <= 2000 Crores. • 00 Marks – If no experience in handling debt pool/co-lending Volume • 	Reference letter on the letter head of Bank/NBFC
3	Information security Management System of the Bidder is ISO 27001 compliant	05	<ul style="list-style-type: none"> • 05 marks – if ISO 27001 compliant • 0 marks – if not compliant 	Valid Certificate / Documentary evidence.
4	Bidder has On-Boarded NBFC with Loan Book size above Rs. 1000 Crore OR at least A-Rated (Long Term Rating) NBFCs.	10	<ul style="list-style-type: none"> • 10 marks – on boarded >= 5 Originators with the given criteria • 05 marks – on boarded < 5 Originators with the given criteria • 00 marks – if no NBFCs are on-boarded with given criteria 	PO/Reference Letter and Letter mentioning Loan Book Size OR PO/Reference Letter and Publicly available Credit Rating agency's Rating-Report clearly mentioning the rating and respective loan book of the NBFCs.
5	Bidder experience in project domain	05	<ul style="list-style-type: none"> • 05 marks – If experience is >= 2 Year • 03 marks – If 	Reference Letter from NBFC/Banks

			experience is ≥ 1 year and < 2 Year	
			<ul style="list-style-type: none"> 00 marks – If experience < 1 Year 	

PRESENTATION & PRODUCT COMPETENCE - SCORING CRITERIA

Sr.	Evaluation Parameter	Max Marks
1	Journeys Supported	20
	Comprehensive CLM – 1 Journey	5
	Comprehensive CLM – 2 Journey	5
	Assisted Journey	5
	Self-Journey	5
2	Escrow and Loan Account Management	05
3	Configuration of Business Rule Engine & Credit Assessment Stack	05
4	API Integration capabilities with: Banks LOS, LMS NBFC LOS, LMS, CBS Third Party APIs	10
5	API Integration with CBS and account-level handling capabilities, Syncing of Account / GL Level Entries at Middleware and Core.	10
6	Comprehensive Reconciliation, MIS & Dashboards	05
7	Proposed Solution's Technical Architecture	05
Total Marks		60

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

BIDDER'S INFORMATION

Sr.	Information	Particulars / Response			
1	Company Name				
2	Constitution				
3	Date of Incorporation				
4	Company Head Office Address				
5	Registered office address				
6	GST No.				
7	Whether MSE(quote registration no. and date of registration, copy to be attached)				
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – www.deity.gov.in/esdm/pmn as applicable to the Bank.				
9	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name				
10	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
11	Specimen Full signature and initials	Full Signature		Initials	
		<div style="border: 1px solid black; width: 100px; height: 30px;"></div>		<div style="border: 1px solid black; width: 100px; height: 30px;"></div>	
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
13	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
14	Whether company has been blacklisted for service deficiency in last 2 years. If yes, details thereof.				
15	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
16	Please mention Turnover, Net Profit/Loss and Net-worth for last two financial years and must include the copies of <u>Audited Balance Sheet</u> in support of it.	Fin Year	Turnover Rs. (in Cr)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Cr)
		2020-21			
		2021-22			

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

ANNEXURE VI

COMPLIANCE STATEMENT

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

DECLARATION

Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid). We understand & agree that in event of being successful in the bid and being empaneled, we shall comply to the terms & conditions of RFP in future and shall not attempt to get the same changed from Bank later on in process of empanelment, contract signing, and extension of contract and / or subsequent purchase order/s from Bank. We understand and agree that such attempts and non-compliance to RFP terms may lead to cancellation of our agreement and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and black-listing.	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PERFORMANCE CERTIFICATE
(To be provided on letter head of the client)

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

This is to certify that M/s _____ has supplied/implemented Complete _____ (Name of Software/Solution for Middleware for Co-Lending and Pool Buyout) originally developed by _____ (OEM name) to our organization since _____ (no. of years) for _____ (No. of users) and successfully running since _____ (no. of years).

- M/s _____ has successfully integrated/developed/migrated _____ Co-Lending Middleware (Infrastructure) solution

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Bank/NBFC

LITIGATION CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant only)

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

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

Date: _____

Place: _____

Signature of CA/Statutory Auditor**Name of CA/Statutory Auditor:****Designation:****Seal of Company****Email ID:****Mobile No:****Telephone No.:****Seal of Company:****UDIN:**

UNDERTAKING FOR NON- BLACKLISTED
(To be provided on letter head of the Bidder's Company)

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001
Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

We M/s _____, a company incorporated under the company's
act, _____ 1956 with _____ its _____ headquarters _____ at,
_____ do hereby
confirm that we have not been blacklisted/ debarred by the Government / Government
agency / Banks / Financial Institutions in India during last 3 years.
This declaration is being submitted and limited to, in response to the tender reference
mentioned in this document

Thanking You,
Yours faithfully,

Date: _____
Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

TURNOVER CERTIFICATE
(To be provided by Statutory Auditor/Chartered Accountant)

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

This is to certify that M/s _____, a company incorporated under the _____ company's _____ act, 1956 with its headquarters at _____ has the following Turnover, Net Profit/Loss and Net-worth for the past 2 financial years i.e. FY2020-21 and FY2021-22.

The turnover mentioned below is of individual company and not of any 'group of companies.'

This information is based on the Audited Financial Statements for FY2020-21 and FY2021-22.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2020-21			
2021-22			

Date: _____

Place: _____

Signature of CA/ Statutory Auditor

Name of CA/ Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UDIN:

MANUFACTURER'S (OEM/OSD) AUTHORIZATION FORM (MAF)

(To be provided on Letter-Head of OEM duly signed & stamped by their Authorized Signatory)

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

We hereby submit the following: -

1. We, M/s _____ are the OEM/OSD of _____ (Name of the Product/Software/Solution), being offered to Punjab National Bank through M/s _____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution and we have the IP (Intellectual property) rights of the offered solution.
2. We, M/s _____ have the IP (Intellectual Property) rights for the offered application software and we undertake to enter into source code ESCROW agreement with the Bank for the offered Middleware Solution for Co-Lending and Pool Buyout.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____
4. In case the bidder i.e. M/s _____ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
5. With reference to the all components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly/software used inside the company products shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
6. In case of default/unable to comply with above at the time of delivery or during installation, for the software already billed, we agree to take back the supplied items without demur, if already supplied and replace it with an Original & new component. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Telephone/Mobile No:

Seal of Company:

ANNEXURE-XII**UNDERTAKING FOR BEING THE OEM OF THE OFFERED
PRODUCT/SOFTWARE/SOLUTION**

To,
Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

We hereby submit the following: -

1. We, M/s_____ are the OEM/OSD of_____ (Name of the Product/Software/Solution), being offered to Punjab National Bank through M/s_____ (Bidder's Name), who is our Authorized Partner/ Representative in India for supply of this Product/Software/Solution
2. We, M/s_____ have the IP (Intellectual property) rights for the offered application Software and we undertake to enter into source code ESCROW agreement with the bank for the offered application software for digitalization & automation of Bank's Recovery & Litigation Functions.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
4. With reference to the all components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products shall be original new components / parts / assembly / software only, from respective OSDs/OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during implementation, for the software/solution already billed, we agree to rectify the software/ solution, if already supplied and if we are unable to do so, then return the money if any paid to us by you in this regard. We also take full responsibility of Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Telephone/Mobile No:

Seal of Company

TECHNICAL SPECIFICATION OF THE OFFERED SOLUTION

(To be submitted in Original on letter head of OSDs/OEM & signed by OSD/OEM and to be countersigned by the bidder)

Sr.	Stream	Technical Specification	Compliance (Yes/No)	Remarks, if any
1	Integration - NBFC	Co-Lending Platform will integrate with multiple LOS, LMS platforms used by various NBFCs and Financial institutions across the country		
2	Lead Creation	Co-Lending Platform will receive Leads (Loan applications) from the NBFC LOS Platforms through APIs and Excels/XmLs.		
3	Lead Creation	Co-Lending Platform will receive Documents (in file formats including but not limited to PDF, XML, XLS, CSV, WORD, JPEG, PNG etc.) from the NBFC LOS Platforms and tag them with the respective leads (loan applications)		
4	Lead Creation	Co-Lending Platform will assign unique Lead IDs to the validated leads received from the NBFC Platforms		
5	Lead Allocation	Co-Lending Platform will allocate the leads (loan applications) to the Maker on the basis of various factors including but not limited to, <ul style="list-style-type: none"> 1) CLM Products 2) Workload 3) Round Robin 		
6	Lead Allocation	Co-Lending Platform will maintain the employee and Branch masters for the allocation of leads (loan applications)		
7	Lead Health Check	Co-Lending Platform will integrate with the Bank's CBS platform to perform the below activities including but not limited to <ul style="list-style-type: none"> 1) Customer Dedupe 2) Account Health Check 3) KYC Compliance Check 4) Check with external interfaces 		
8	BRE	Co-Lending Platform will have an internal configurable, customizable, and Dynamic BRE Module by bank (Product specific		

		and/or NBFC specific and/or Score card based etc.) and/or for processing the Lead (loan applications) received from the NBFC Platforms		
9	BRE	Co-Lending Platform will generate a health check report for the Leads based on the parameters configured in the BRE		
10	BRE	Co-Lending Platform will classify the leads into predefined categories based on the Co-lending models and rules defined by bank on the basis of the BRE validations		
11	Credit Assessment	Co-Lending Platform will perform the credit assessment decision based on customer data inputs received		
12	Credit Assessment	Co-Lending Platform will display all the relevant parameters received from the NBFC LOS module/excel along with the BRE validations discrepancies to the credit assessment team		
13	Credit Assessment	Co-lending platform will perform review and validation of application & documents received by the credit officer in the platform		
14	Credit Assessment	Co-Lending Platform will flag discrepancies in the Leadson the basis of BRE parameters		
15	Credit Assessment	Co-Lending Platform will route leads (loan applications) which require clarifications and/or is with discrepancies to proper credit assessment hierarchy		
16	Credit Assessment	Credit / Underwriting – Creation of credit Committees based on loan amount, defining sanctioning authority limit, appraisal forms / formats and workflow for approval of loans via committees.		
17	Exception/deviation handling	Functionality for handling deviations, exceptions with appropriate approval authority matrix within the bank wherever required in the co-lending journey such as credit, sanction, disbursement, collections, closure etc. The System should also enable		

		bank authorized personnel to define/modify the approval authority matrix for deviations/exceptions.		
18	Workflow	Co-Lending Platform will have query module for user to seek clarifications on the leads between NBFC & bank, bank maker & bank checker		
19	Integration - NBFC	Co-Lending Platform will send discrepancies/ queries to the NBFC LOS platform		
20	Integration - NBFC	Co-Lending Platform will receive clarifications or documents as a response to the discrepancy/ queries from the NBFC LOS/LMS platform in a time bound manner. System should enable user to define TAT. System should enable user to generate TAT report to highlight the NBFCs meeting the defined TAT or not.		
21	Lead (Loan application) Movement	Co-Lending Platform will allow the user for movement of the leads in the below formats including but not limited to <ul style="list-style-type: none"> 1) Forward with comments/remarks 2) Backward with comments/remarks 3) Reject with mandatory reason 4) Raise Query 		
22	Lead (Loan application) Movement	Co-Lending Platform will generate parallel workflows for Leads (Loan application) verification		
23	Lead Sanction	Once the sanctioning authority is satisfied with the details received for the Leads, the Lead will be sanctioned		
24	Loan Sanction	Once the assignment deed is signed between Bank and NBFC, the Co-Lending Platform will push lead details to Bank's CBS platform for Account opening. Loan Account number created has to be mapped with the nodal branch in the proposed co-lending platform		

25	Loan Sanction	<p>Loan account will be opened in CBS platform using the Co-Lending Platform API call.</p> <ol style="list-style-type: none"> 1) Customer ID Creation/updated 2) Loans Account Creation 3) Repayment Schedule <p>CBS Loan account details mapped to the nodal branch will be stored in Co-Lending Platform</p>		
26	Loan Sanction	Platform should have inbuilt functionality to initiate/configure a workflow for post sanction review mechanism as required by bank.		
27	Loan Sanction	Platform should be able to identify the category of loan based on approval matrix for various type of loans, loans amount, & other parameters as identified by bank.		
28	Loan Sanction	<p>Co-lending platform should be able to forward the loan application with all relevant information to bank's meeting management solution/modules for approval/review as required by the solution to enable the committee/members to review and assess the application.</p> <p>Bank's meeting management solution/modules will automatically based on the information shared by the platform will create the agenda of the meeting and will encapsulate other information as required during the meeting by the members</p> <p>Co-lending platform should also have the provision to create the meeting agenda and enable user to print and/or forward it to the respective committee members."</p>		
29	Loan Sanction	The Solution should be able to generate sanction letter (post sanction from BANK) under co-lending model (for customer) based on the terms defined in the system and NBFC & bank should be able to access the letter.		
30	Integration - Escrow	Co-Lending Platform will integrate with system where Escrow accounts are maintained with PNB or any other Banks		
31	Loan	On successful Loan account		

	Disbursement	creation and execution of deed of assignment, disbursement to be made in designated Escrow account (Configurable) Via Co-Lending Platform API call		
32	Virtual ID creation	Co-Lending Platform will create Virtual Account ID, as required by bank, and same will be intimated to Escrow system for activation via API/Email		
33	Virtual ID Activation	Escrow system will activate the virtual ID created by Co- Lending Platform and the activation status with details will be communicated via API/Email		
34	Integration - Email and SMS Server	Co-Lending Platform will integrate with Bank's Email & SMS server for NBFC and Bank communications. However, bidder shall not send SMS or Email to Customers from non PNB domain on behalf of BANK		
35	Integration - NBFC	Co-Lending Platform will integrate with the NBFC LOS/LMS platform to share the below detail including but not limited to, 1) Repayment Schedule 2) Loan Account Number 3) Application ID 4) Virtual ID 5) Loan Sanction/rejection Intimation 6) Loan Disbursement Intimation		
36	Workflow	Co-Lending Platform will assign Loan sanction ratios to Loans based on the NBFC from where the loan application is received. The ratio for sanctioned amount could be as below including but not limited to: 1) Product Level 2) NBFC level 3) Any other as defined by BANK Co-Lending Platform will configure Repayment Schedules for all the Sanctioned amount Ratios as below including but not limited to, 1) Product Level 2) NBFC level 3) Any other as defined by PNB internal policies		
37	Ledger Maintenance	The solution should support maintaining the information		

		required for ledgers and statements accounting. The solution is to be integrated with bank's GL and accountingsolution.		
38	Branch Intimation	After disbursement of Loan, Co-Lending Platform will share the Customer details including Sanction and Disbursement details with the Bank's designated users viaemail/notification in system		
39	Document Storage	Co-Lending Platform will integrate with the DMS for the storage and retrieval of documents with their associated indexing.		
40	EMI presentation	Platform should have the capability of generating Presentation data for various cycle date. This should also have integration with the Banks CBS and NBFCs LMS so as to validate and present the presentation data due from the respective lender's application.		
41	Loan Collections	Co-Lending Platform will integrate with the CBS andNBFC LOS/ LMS to receive various periodic request/demands/dues raised in the Bank Loan account		
42	Loan Collections	The platform should clearly showcase the share for various periodic request/demands/dues: <ul style="list-style-type: none"> 1) AT NBFC Level 2) At Bank Level 3) Total Loan Level 		
43	Loan Collections	Co-lending platform should integrate with bank's system (CBS, EIS etc.) and NBFC solutions for pulling the information like Penal charges/interest on bounced EMIs, any other charges for recovery etc.		
44	Loan Collections	Once collection is received in Escrow Account, Co- Lending Platform will receive updates via batch files/direct integrations with respect to tagged accounts/ Virtual accounts		
45	Loan Collections	Any short/ excess/ deviations EMI/charges received will be adjusted as per the logic/rules defined in the system. The logic /rules should be configurable in the system.		
46	Fund Splitting	Co-Lending Platform will perform		

		the calculations and create the batch file/jobs for splitting the funds between NBFC Account, PNB Account & Customer's loan account from Escrow account.		
47	Fund Splitting	Co-Lending Platform will integrate with CBS to transfer batch file/jobs with transaction instructions (Funds Split Details) of Escrow accounts		
48	Accounting patterns	Platform should be able to accommodate different accounting patterns, configurable, for EMI Appropriation i.e., CIP, IPC		
49	Accounting calendar	Platform should be able to accommodate different accounting calendars, configurable, such as 360 days, 365days, 300 days etc.		
50	Amount Settlement	Once the transfer of EMI is completed to the CBS, Escrow system will send the intimation regarding the transfer of amount to the Co-Lending Platform		
51	Part payments	The system should have capabilities to adjust the part payment in the defined ratio/rule. The same should be shared with CBS and NBFC LMS to ensure smooth transition of data, calculation, and reconciliation of account from both bank & NBFCs.		
52	Foreclosure of loans	The system should enable for foreclosure of loans by performing demand generation, calculation of amount due, settlement of foreclosure amount received etc. The same should be shared with CBS and NBFC LMS to ensure smooth transition of data, calculation, and reconciliation of account from both bank & NBFCs.		
53	Loan Statement	Co-Lending Platform will integrate with the CBS for an on-demand pull of the below details including but not limited to, 1) Account Details 2) Transaction history 3) Account statement		
54	Loan Reconciliation	Co-Lending Platform will reconcile the payment details received from Escrow system, account transaction details received from the CBS and the fund split		

		calculation performed in the Co-Lending Platform system		
55	Loan Reconciliation	Co-Lending Platform will raise a discrepancy in case of mismatch in the reconciliation along with aging.		
56	Loan Reconciliation	Co-Lending Platform will communicate the fund transfer and collection details in the system		
57	Service fee Pay-out	The Platform should enable configuring the service fees at the following level: <ul style="list-style-type: none"> • Product level • NBFC level • As defined by BANK 		
58	Service fee calculation	The Platform should be able to calculate the service fees as per the configured service fee rates		
59	Service fee Pay out	The system should track the status of service fees pay out by bank to NBFCs at various levels <ul style="list-style-type: none"> a) NBFC Level b) Product level c) Customer Level d) Any other as defined by BANK 		
60	Service fee reconciliation	The system should be able to reconcile the service fees demand by NBFCs and service fees auto calculated by the proposed solution		
61	Legal recovery	The system should be able to flag accounts which have been sent for which legal procedures have been initiated		
62	NPA management	The system should be able to integrate with banks NPA management solution for flagging the accounts and share the status accordingly in the solution		
63	NPA management	Platform should have integration with Bank's CBS and NBFC LMS to record the NPA stage i.e., SMA 0,1,2, NPA stage 1,2,3. This process should be updated on daily/monthly/as per frequency defined by bank, basis the details received from both NBFC LMS and Bank's CBS		
64	NPA management	In case of discrepancy between NBFC and bank for NPA recognition & management, bank records from CBS will be		

		considered in the system.		
65	NPA Management	The Solution should be capable of recording the different IRAC norms i.e. status of loan (SMA 0,1,2 & NPA) as per Bank and as per NBFC). This should be integrated with Bank's CBS and NBFCs LMS		
66	Complaint management	The system to have all the necessary fields and datasets required by the bank to monitor the grievances/complaint redressal by NBFCs. Platform should have an integration with NBFC's customer complaint/query management system. In absence of system at NBFC's end, NBFC's should be able to provide all the necessary details and information through batch upload / file upload mechanism.		
67	Complaint management	The system should enable bank, if required, to escalate the grievances/complaints if the same are not resolved by NBFCs within the defined period		
68	Unified statement of Account	Platform should be able to generate a unified statement of account under co-lending loans. This should be integrated with NBFCs LMS and Bank's CBS, as and when required so that the statement of accounts (SOA) can be generated for the customer.		
69	Unified statement of Account	Platform should be able to share the requisite data with NBFCs for generation of unified statement of account from NBFCs system as well.		
70	Loan account closure	The platform should have the capabilities to close the loan account post reconciliation from both NBFC & bank. The same should be integrated with CBS and NBFC LMS.		
71	Forms & format creation	The platform should enable configuring (add/modify/update) various forms and formats for activities (but not limited to) such as technical evaluation		
72	Ckyc Validation	The system should be integrated with CERSAI and regulator portal for verification of Ckyc as per the number shared by NBFCs and in		

		case of un-registered Ckyc account, the same should be automatically sent back to NBFCs for performing Ckyc and sharing the Ckyc number		
73	E-signing	The proposed platform should enable bank in e-signing the documents by integrating with bank's e-signing solution ex.- NBFC uploads the letter of assignment signed by customer and NBFC for signing by bank, the solution should e-sign the uploaded document and upload & link with respective loan application for reference.		
74	MIS & dashboard	MIS system is to be maintained for the purpose of sanction, billing details, journey success/failure/rejection including reasons, queries & answers by NBFCs. MIS to be provided as per bank's changing needs during the entire contract duration. MIS shall be provided for standard, overdue accounts & NPA separately		
78	Training on	Training to bank officials on credit assessment, NPA prediction, recovery modules, predictive analytics. AI/ML based features of the Solution. Data-Driven Algorithm (if any) of Solution for taking informed decision on accepting/rejecting loans from NBFCs.		

Digital Co-Lending Platform – Modules for all products

Key modules of the digital co-lending platform include, but not limited to the following:

- 1 Workflow Configuration
- 2 Master Maintenance
- 3 Product Configuration
- 4 Scorecard and Policy Configuration
- 5 User Management with segregation of duties
- 6 Dashboards
- 7 Audit Trail
- 8 Document Management
- 9 Ledger Data Maintenance
- 10 Service Payout

Sr.	Stream	Technical Specification	Compliance (Yes/No)	Remarks, if any
1	Workflow Configuration	The bidder shall customize and configure workflow depending on channel, product, scheme, source, and any other available to assign applications to specific loan officers by type of loan or loan amount		
2	Workflow Configuration	The solution should be able to add, modify, or deactivate empaneled NBFC by bank. The empaneled NBFCs will have their own co-agreed products, schemes, and loan ratios as configurable by bank		
3	Workflow Configuration	Journeys designed by the bidder should take in to account all type of the products and / or customers (ETB / NTB)		
4	Workflow Configuration	The bidder needs to enable for all digital journeys with zero to minimal manual interventions		
5	Workflow Configuration	The bidder will need to define allocation logic for the lead movement to specific approvers/users and the same should be configurable by bank		
6	Workflow Configuration	The bidder should provision for sequential and/or parallel movement of Leads/loan applications through the entire application journey		
7	Workflow Configuration	The bidder should provision for configurable escalation/reallocation of cases based on the parameter's setup by the Bank		
8	Workflow configuration	The solution should enable bank to define and configure escalation matrix for any deviation/workflows		
9	Workflow configuration	Proactive notifications (configurable) should be sent as per the criteria configured in the system based on escalation & approval		
10	Workflow Configuration	The bidder should provision for hierarchical movement of cases based on the roles defined in the system, the hierarchy defined should be configurable by bank on case-to-case basis		

11	Workflow Configuration	The bidder should provision configurable maker checker facility for different activities like documents review/update, approval based on risk segment, approval based on Sanction Amount, remarks/comments on each stage of the review, wherever required, etc.		
12	Workflow Configuration	The solution should be highly parameterized and should be able to configure the new change/modification in parameters/new products and workflows from admin portal (controlled by bank)		
13	Workflow configuration	Solution should have capability of creating masters (including addition, deletion, and modification of required customer details) for negative customers / area/vendors etc. or any additional pre-configured rules (like field level verification) which should be validated & verified by system before sending the same for assessment and further under credit / underwriting, the provision should be there to enable bank to verify the same.		
14	Master Maintenance	The solution should be able to maintain masters for all empaneled NBFC including their associated details		
15	Master Maintenance	The solution should be able to configure workflows for addition and deletion of NBFC from the list of Masters		
16	Master maintenance	<p>The solution should be able to maintain masters for the following, but not limited to:</p> <ul style="list-style-type: none"> • Rates master • Fees/Charges master • Services fees master • Product master • NBFC and PNB ratio master • Tax master • Negative/blacklisted/debarred customer list • Negative/blacklisted/debarred vendor list • Empaneled vendor list for 		

		<p>NBFCs & bank</p> <ul style="list-style-type: none"> Any other as required by BANK <p>The Master should be configurable (Add/Modify/update/delete) new parameters and enable bank to perform the same without any help from the bidder.</p>		
17	Product Configuration	The bidder will be expected to define new portfolios, products, schemes, launch offers, and defining/amending/deleting product parameters and other associated product configurations as may be needed by the Bank		
18	Product Configuration	The bidder will be expected to define the calculation of Repayment schedules along with the ratio division for the sanctioned amount		
19	Product Configuration	The solution should support joint hypothecations for movable assets and mortgage for immovable assets.		
20	Scorecard and Policy Configuration	Solution should have in-built business rules engine (BRE) to assist the Bank in credit decision digitally		
21	Scorecard and Policy Configuration	The bidder is required to configure risk scorecards and credit policies for the required products basis the Bank's guidelines		
22	Scorecard and Policy Configuration	The bidder is expected to provide Bank the ability to configure dynamic rules across different NBFCs and products which remain flexible and adapt based on pre-defined / identified scenarios.		
23	Scorecard and Policy Configuration	The bidder should also provision other critical BRE features including but not limited to drag and drop, maker and checker features, simulations, bank specific configurations, etc.		
24	Scorecard and Policy Configuration	The bidder is expected to provide a configurable and Dynamic BRE, able to modify the set of applicable rules on the basis of customer category and any other parameter decided by the Bank		

25	Scorecard and Policy Configuration	The bidder should also provision for a BRE Front End allowing the Bank to make the changes in the BRE parameters without the help of the bidder		
26	Scorecard and Policy Configuration	The Module should be flexible and configurable by bank		
27	User Management	The bidder should provision access management to define and manage different user roles; with ability to control information access across user types. There shall be provision to configure approval limits based on the designation hierarchy and flow of the application for sanction		
28	User Management	The bidder shall provide addition / removal of users and designated business unit/ branch/ processes/ roles as per user rights		
29	User Management	The bidder shall provide controlling role-based access to secure critical user information that is captured from the fields. Access could include making a field editable, read-only, completely hidden or even create new fields specified for the roles etc.		
30	User Management	The bidder shall provide definition/ modification of the approval limits, branches, and organization structure		
31	User Management	The solution should support secure login id and passwords for each user and should support storing of passwords in both encrypted and hashed/masked format as required by the Bank's Policy		
32	User Management	The solution should provide comprehensive password configuration policies, including expiration time, minimum password strength, password history, maximum login attempts and any other requirements as per the Bank's policies		
33	Reports & Dashboards	The bidder shall provide configurable on-demand, real time reports and dashboards as per the needs and specifications of		

		<p>the Bank. These reports / MIS / dashboards will include but not limited to,</p> <ul style="list-style-type: none"> a) The bidder shall provide standard user level task views/dashboards and allow configurations of the views as may be needed by the Bank b) The bidder shall provision for end-to-end appraisal view by customer, customer groups, branches, zones, regions, etc. as per the specifications of the Bank c) The bidder shall provide the flexibility to set alerts / notifications by setting up rules across parameters as may be needed by Bank d) The bidder should provision integration with the enterprise data lake solution of the Bank to allow seamless access to all digital Co-Lending data 		
34	Dashboards	The bidder shall provide standard user level task views/dashboards and allow configurations of the views as may be needed by the Bank		
35	Dashboards	The bidder shall provision for end-to-end appraisal view by grouping it in customer, customer groups, branches, zones, regions, NBFCs etc. as per the specifications of the Bank		
36	Dashboards	The Bidder shall provision for creating bank specific dashboard in the system and the same shall be configurable.		
37	NBFC dashboard	<p>The Solution should enable NBFCs to submit the loan applications & relevant data/information in the system through the following mode:</p> <ul style="list-style-type: none"> a) File Upload in the system b) Data Entry screen for enabling NBFCs to feed in the data c) Data received from NBFCs LOS/LMS system via integrations 		
38	Reports	The Solution should be able to provide the followings reports		

		<p>from the platform</p> <ul style="list-style-type: none"> a) Periodic reports b) Management level reports c) Regulatory & statutory reports d) Adhoc reports 		
39	Development & configuration	<p>Development of Co-Lending journeys through web for all user types (External/Internal):</p> <ul style="list-style-type: none"> a) The platform shall enable configuration of Co-Lending journeys across web basis requirements of the Bank. b) The platform shall enable Bank's internal users to process Loan Application, validation & review, Sanction, Disbursement, Collections, Reconciliation, and escrow account management. Seamless session / journey should be enabled by the bidder. c) The platform shall enable configuration of all user journeys needed for successful sanctions till disbursements, including management of exceptions and deviations. d) The platform shall enable to configure customer constitution types (Individual, Proprietorship, Partnership, LLPs, Pvt. Ltd, Companies) e) The platform should have the provision to onboard NBFC partners, configure service terms and manage partner performance & pay-outs specific to NBFC and products. f) The platform is expected to provide workflows to manage Loan applications, Collection, reconciliation management via Escrow and recovery (including legal flagging). g) The platform should be able to perform the escrow account reconciliation, able to identify & map the collection received to the customer, highlight the 		

		<p>unreconciled items (both debit and credit)</p> <p>h) The platform should be able to seamlessly integrate with the Escrow Account maintained with PNB and with any other Bank, if required. The Solution shall ensure ease of integration</p>		
40	General	<p>The platform shall provision an integrated customer onboarding module, co-lending loan origination for the loans shared/forwarded by NBFCs & loan management module, in-built business rules engine (BRE), credit underwriting capabilities for non-standard & non- automated products, collection management, reconciliation management, access management, document management, workflow management for processing, underwriting, pay-out calculation, validation/review & management and configurable on- demand real time reports and dashboards. Also, system should notify the respective user from bank and NBFC that there is a task assigned/pending on the user end.</p>		
41	Integration – CBS	<p>Ability to integrate with the Bank's CBS platform to perform the below activities including but not limited to,</p> <ol style="list-style-type: none"> 1) Customer Dedupe 2) Account Health Check 3) KYC Compliance Check 4) Customer ID Creation/Modification 5) Loans Account Creation 6) Generation of Repayment Schedule 7) Actual Demand Push 8) Account Details 9) Transaction history 10) Account statement 		

		11) Others as identified by bank		
42	Integration – Fintech Services	<p>Co-Lending Platform shall have the ability to integrate with the below Fintech Services including but not limited to,</p> <ol style="list-style-type: none"> 1) NSDL 2) GST 3) AADHAR 4) Voter ID 5) Passport verification 6) Driving license verification 7) Udhyaam Registration 8) Utility Bill – Telecom 9) Utility Bills – Electricity/GAS etc. 10) Bank Statement Analysis 11) VAHAN 12) Affordable Housing Residential Projects database providers - such as RERA, Prop Equity etc 13) CIN 14) CERSAI 15) ITR 16) MCA 17) Multi Bureau 18) Multi Credit Rating Agencies/Internal 19) Others as identified by Bank 		
43	Integration – Escrow	<p>Co-Lending Platform will seamlessly integrate with the system where Escrow accounts are maintained with PNB or any other Banks to perform the below activities including but not limited to,</p> <ol style="list-style-type: none"> 1) Loan account creation 2) Notification and Task creation in the Co-Lending Platform for the payment details received by Escrow account from CBS for disbursement 3) Receives details on the transfer of money from Escrow to customer and update the same in the solution 4) Mechanism of file transfer of the receipt of amount received in Escrow against virtual accounts 5) Transaction Instructions with fund split details 6) Reconciliation of funds in 		

		<p>escrow accounts vis-a-vis co-lending platform at bank, NBFC and product level</p> <p>7) Open Item should be clearly highlighted in the system along with the aging like Fund is lying in Escrow account for more than 30 days and not mapped</p>		
44	Integration – NBFC	<p>Co-Lending Platform will integrate with multiple LOS, LMS platforms used by various NBFC and Financial institutions across the country to perform the below activities including but not limited to,</p> <ol style="list-style-type: none"> 1) Receive Leads from the NBFC LOS Platforms 2) Receive Documents from the NBFC LOS Platforms and tag them with the respective leads 3) Send discrepancies to the NBFC LOS platform 4) Receive clarifications or documents as a response to the discrepancy from the NBFC LOS platform 5) Sharing the Repayment Schedule 6) Sharing the Loan ID, Application IDs, Virtual/Actual Loan Account Numbers, Escrow Payment Status 7) Intimation about the actual demand generated in the Loan Account 8) Intimation on Lead Sanction and Disbursement 9) Status update of loan application in the system – Final and intermediary to both NBFCs and bank designated officials. 10) The Designated officials and NBFCs should be able to search status of loan applications in the solutions based on the defined search parameters like NBFCs, Product, geo-graphic region, sanction date, sanction amount range etc. 		

45	Integration – Others	<p>The proposed solution should integrate with the bank solutions/modules on need basis i.e. (but not limited to):</p> <ol style="list-style-type: none"> 1) EIS 2) Audit & Inspection solution 3) Meeting management solution and modules 4) Bank's Analytics solution 5) Datawarehouse/ Data Lake solution 6) E-signing solution for digital signing the documents 7) Any other as identified by bank 		
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Sr.	Specification/Features	Compliance (Yes/No)
1	In Hybrid Cloud On-Prem model, Cloud must be hosted in India, and there should be no network and data sharing/replication/processing to any datacenter outside the boundaries of the country. The CSP will be bound by Indian law, Indian IT Law, and the applicable regulations. No data in any circumstances should be shared/copied/transmitted without' s consent/written permission of the bank and it should be as per the Indian IT Law, RBI guidelines, bank policy & guidelines and other regulatory & statutory body in India	
2	The proposed Hybrid Cloud On-Prem model infrastructure should be deployed in High Availability mode at both primary site and secondary site. Non-production environments (Test, Development & Training) need not be in High Availability mode. Each Non-production environment (Test, Development & Training) should be 10% of the compute at production (primary site) and 30% of storage at production (primary site)	
3	The bidder is fully responsible for tech refreshes, patch management and other operations of infrastructure that is in the scope of the bidder under this RFP.	
4	Bidder shall provide interoperability support with regards to available APIs, dataportability etc. for to utilize in case of change of bidder, migration back to in-house infrastructure, burst to a different cloud bidder for a short duration or availing backup or DR services from a different bidder.	
5	Bank will have right to audit the data center facilities of CSP through any regulators or through any third parties as needed by the regulators and this may entail data localization, sovereignty, confidentiality, and such other things. Its bidder responsibility to enable the same, necessary provision should be incorporated by bidder with CSP to ensure the compliance to the same. The bidder should provide CSP's third-party audit reports on information security	

	& data integrity, source code review including APIs, details about APIs encryption of payloads, authorization, and authentication API wise - every year irrespective of any audit on demand.	
6	The bidder shall provide bank with the necessary logs for the services for security monitoring and incident alert management.	
7	Each of the environments provided should be logically isolated, i.e., separate from the production environment in a different VLAN than the production environment and setup such that users of the environments are in separate networks.	
8	<p>If Indian government demand is received for any data, the process mentioned below has to be followed:</p> <ol style="list-style-type: none"> Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining concurrence from the Bank. Resist illicit demands that are invalid which are not permitted by the Indian Government or Indian IT Law or any other Indian Regulatory Authorities. 	
9	Solution should have capability to provide Alerts & Monitoring interface. Solution should support Remote Administration for administrators	
10	The Hybrid Cloud On-Prem model should have presence in at least 2 cities in India.	
11	The bidder shall ensure to protect confidential information from unauthorized disclosure and use	
12	The solution should be encrypting data both at rest and in transit with SSL/TLS (minimum TLS 1.2).	
13	The Service uptime agreement for the proposed solution should have monthly uptime commitments and have transparent monthly credit calculations in case of uptime not being met for any services.	
14	The proposed solution should also have Service level commitments for virus detection and blocking, spam effectiveness, false positives as well as email delivery.	
15	Bidder to perform regular backup and recovery tests.	
16	Resource pooling / Multi-tenancy: There must be a logical separation between each consumer's computing resources and network using virtualization and VPNs or other techniques in case of multi tenancy public cloud setup. Bidder should provide details on how to segregate and protect Bank's data from other customer data in cloud environment.	
17	Retention of Bank's data on the cloud shall be in accordance with the extant guidelines of Bank's Data Retention Policy.	

18	Secure Software Development Lifecycle (Secure SDLC) shall be followed for all applications in the cloud throughout the application lifecycle. Security assurance certificate shall be provided by the bidder to the bank for applications provided by CSP/ Third Party.	
19	Bidder should arrange to ensure that periodic Vulnerability Assessment and Penetration Testing (VAPT) on periodic basis is performed on assets provisioned for Bank in cloud infrastructure at Quarterly intervals or as required by bank.	
20	Log generation, storage and review process should be certified by CERT IN empaneled auditor, report for the same shall be submitted by bidder as and when required by bank	
21	Process and policies should be in place to stop and control data downloading. The same should be shared with bank on regular interval or as desired by bank. Data should not be allowed to be downloaded or to prepare copies unless explicitly approved by bank.	
22	Bidder shall assist banks and provide all necessary documents and data for conducting Bidder's risk assessment during on boarding, periodically during life cycle and upon termination/transition of services.	

NOTE: Non- Compliance to any of the above technical specification will make the bid liable for rejection.

We confirm to provide all the above technical/functional specification of the solution to the Bank. The same may be verified by the Bank at the time of Sign-off/UAT.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

PERFORMA FOR INDICATIVE COMMERCIAL OFFER
(To be submitted strictly online only)
RFP for Middleware Solution for Co-Lending and Pool Buyout
Table-A
I. One Time Integration Cost:

Item Description	Frequency	Unit Rate
	A	B
One-time integration Cost	One time	XX

II. Pool Management Cost (or Recurring Cost)

Item Description	Unit Rate as % of monthly Outstanding balance at the beginning of the month	Indicative Amount of Monthly O/s Balance	Indicative Monthly Cost in Rs.	Total Cost for contract period (5 years) #
			$C = A \times B$	$D = C \times 60$
Management of Assets (Monitoring, NPA management, Reconciliation and Reporting)	XX%	*65000 Crores	XXXX	XXX
Total Cost (II)				XXX

*Projection as per Annexure XXV

III. Others

Items	Description	Unit Rate (A)	Qty (B)	Total (C) = (A) X (B)
Other cost - Additional customization cost#	Per person day		250	

IV. Total Cost of Ownership

Sr.	Description	Total Cost
1	One Time Integration Cost	xxx
2	Pool management cost	xxx
3	Other	xxx
Total Cost of ownership (Sl. No 1 + Sl. No 2+ Sl. No 3) in Words		xxx
Total Cost of ownership (Sl. No 1 + Sl. No 2 + Sl. No 3) in Figures		xxx

Bank intends to use 250 Man days yearly for customization/ new requirement, the cost to be included in AUM cost. However, in case the intended no. of Man days is not utilized in a year, the balance man days will be carried forward to the next year. *Accounts indicative for Contract Period.

- a) #Additional customization cost refers to any additional customization over and above the scope identified in this RFP or closed during DRG/SRS stage. The rate provided by bidder shall be used on pro rata basis for any additional customization that bank may undertake during the contract period. 250-person days are taken only for TCO calculation and does not have any commitment from Punjab National Bank on availing these hours/efforts.
- b) Bidder to provide breakup as well as total in the price table. In case, any of the line items is left empty or deleted from the price table, it would be assumed that bidder has clubbed the cost with some other item. Bidder shall be liable to perform entire SOW mentioned in this RFP at the amount mentioned in Total of the price table above.
- c) If the additional customization cost is not provided by the bidder, it shall be assumed that all change requests/ enhancements would be provided free of cost.
- d) Bidder to note that bidder shall not charge any cost from NBFCs for enabling them to onboard on the system, loan application forwarding, loan management, query management, reconciliation, collections, sanctions, closure, and other operations as required in the platform to perform the obligations under co-lending model (with PNB) in line with the functional & technical requirement and scope of work defined in the RFP.
- e) The Rates provided by bidder shall be used by bank on pro-rata basis for any additional services/items procured during the contract period
- f) It is the responsibility of the bidder to provide integration with various NBFCs, FinTech's, Tech services as part of the contract without any limitation on the number of integration and related support requirements. No separate/additional cost is payable for any new integration, regulatory & statutory, Audit, or bank's requirements.
- g) The Volumetric provided in the RFP are indicative and payment shall be made on actuals.
- h) The above cost is inclusive of Enterprise license of proposed solution & other licenses including third party software licenses & Database and infrastructure (server and storage) required for the solution, Installation, Implementation, Maintenance, Customization, UAT, Migration, Up gradation, Training, Data Enrichment, Facility Management resources for 24x7 onsite support (covering Cloud(private/public), Primary site, DR Site and UAT setup).
- i) The unit rates are freeze for a period of 05 years.
- j) The bidder has to quote the above prices in Indian rupees only, excluding taxes. Applicable taxes are payable extra at actuals.
- k) Payment will be made based on the Volume of Pool of Assets handled in the Solution on monthly basis.

- l) The prices should be exclusive of all taxes i.e. GST (CGST/SGST/IGST) which will be payable at actual applicable at the time of invoicing.

One Time Implementation

1. All the cost involved w.r.t installation and implementation of Software and Hardware etc.
2. All the cost w.r.t integration and configuration of API and Co-lender.

NOTES:

1. The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
2. Any column left blank by the bidder will result in disqualification of the bid.
3. Price of application Solution/Software quoted should be inclusive of 1 year warranty.
4. ATS will be applicable after expiry of warranty period of 1 year.
5. ATS should be quoted in the specified range only. If quoted lower or beyond the specified range, it will automatically be recalculated. For eg. In case AMC is quoted lower than 5% it will be recalculated at 5% and if quoted higher than 10% it will be recalculated at 10%.
6. L1 cost will be decided as per total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
7. OTS Resource should report on all days of the month in shifts of 8 hours every day. Bidder may factor additional resources to accommodate week offs, holidays, leaves etc. Such arrangement will have to be factored by the bidder without any additional cost to the Bank.
8. The multiplication factor as mentioned in above table (Table A) is only indicative and for the purpose of deriving the Total Cost for determining the H1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of 5 year, at the unit rate finalized after Reverse Auction.
9. Bank is not bound to place any minimum order for any item.
10. Implementation Cost should include Implementation, Installation, configuration, customization of Application Programming Interface Management solution and other activities as defined in the scope of the RFP. The cost should also include training and other needs as detailed in the RFP.
11. Payment for Man Days will be made only for the utilized man days on actual basis.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001

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 Middleware Solution for Co-Lending and Pool Buyout.

An irrevocable 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 _____, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above

Our liability under this Bank guarantee shall not exceed Rs _____ Rupees (in words _____).

This Bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before 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 _____

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

PERFORMA FOR INTEGRITY PACT

To,
Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001,
Haryana

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

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

Bidder(s)/Contractor(s) from the tender process or act as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4- Compensation for Damages

- (1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.
- (2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

- (1). The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.
- (2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealing”.

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor (IEM) Dr. Sarat Kumar Acharya (Former CMD, NLC India Ltd.), (email ID: sarat777@rediffmail.com) (Mob no.9442118060) and Sh. Deepak Anurag (IA & AS, Retd.), (email ID: anuragd@cag.gov.in) (Mob No. - 9810676339) 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

This agreement is subject to Indian Law. Place of performance and jurisdiction is The "Place of award of work".

- (1) 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.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

UNDERTAKING FOR CLOUD*(On Company's Letter-Head)*

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001,
Haryana

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

We, M/s _____ undertake that web-based solution will be hosted at datacenter / cloud (public/ private) setup and should comply with all data security measures and regulatory guidelines circulated by RBI and other Government Agencies from time to time. The physical Servers must be hosted in India i.e. guidelines of RBI circular DPSS.CO.OD No 2785/06.08.005/2017-18 dated 06.04-2018 regarding data localization to be complied.

Further, there should be no network and data sharing/replication/processing to any datacenter outside the boundaries of the country.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

UNDERTAKING FOR LABOUR LAW COMPLIANCE
(On Company's Letter-Head)

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001,
Haryana

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

CERTIFICATE OF THE SOFTWARE(S), TOOL(S), SOLUTION(S) BEING DEPLOYED COMPLIANCE

(On Letter-Head of OSD/OEM(s))

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001,
Haryana

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

We M/s _____, the OSD/OEM for the following Solution(s)/Software(s) which is/are being supplied as a part of Middleware Infrastructure Solution for Co-Lending and Pool Buyout through our authorized partner M/s _____ (name of bidder)

Sr.	Software/ Solution Name	License Type	Version	Version Release Date	Expected date of End-of-Support
1.					
2.					
3.					

We also certify that all the above-mentioned software(s)/solution(s) to be deployed are the latest bug free version and free from all know vulnerabilities.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

ESCALATION MATRIX
(To be provided on bidder's letter head)

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001,
Haryana

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

We hereby submit the escalation matrix of our organization
(M/s _____) for Middleware Solution
related issues as following: -

Sr.	Escalation Level	Name	Designation	Contact No.	Email ID
1.	Escalation Level 1				
2.	Escalation Level 2				
3.	Escalation Level 3				
4.	Escalation Level 4				
5.	Escalation Level 5				

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

CERTIFICATE ON SHAREHOLDING STRUCTURE OF OSD/OEM

(To be provided on letter head of OSD/OEM)

Assistant General Manager
 Punjab National Bank,
 DBTD Procurement Department,
 3rd Floor, Plot No. 5, Institutional Area,
 Sector 32, Gurugram – 122 001, Haryana

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

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

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

OSD/OEM Name:
Registered Address of the OEM:

Shareholding structure of the OEM as on 31.03.2022		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

OSD/OEM's Parent Company &/ Owner/Beneficial Owner Name:
Registered Address of the OSD/OEM's Parent Company:

Shareholding structure of the OSD/OEM's Parent Company as on 31.03.2022		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

CERTIFICATE ON SHAREHOLDING STRUCTURE OF BIDDER

(To be provided on letter head of Bidder)

Assistant General Manager
Punjab National Bank,
DBTD Procurement Department,
3rd Floor, Plot No. 5, Institutional Area,
Sector 32, Gurugram – 122 001, Haryana

Sir,

Reg.: RFP for Middleware Solution for Co-Lending and Pool Buyout

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

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

Bidder Name:

Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2022		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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

Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2022		
% age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

TECHNICAL BOQ

Sr No	Item	Details required	Details
1.	Co-lending solution	Make Model Version Edition	
2.	Encryption tool	Make Model Version Edition	
3.	Any other tools/solution proposed	Make Model Version Edition	
4.	Details of CSP	Name of CSP provider Primary site address Secondary site address Certifications of CSP	
5.	Storage at DC	Storage in GB considering Active Active deployment at DC	
6.	Storage at DR	Storage in GB considering Active Passive deployment at DR	
7.	Network Link provider (to be provided for all locations: Bank's DC to CSP DC Bank's DC to CSP DR Bank's DR to CSP DC Bank's DR to CSP DR)	Name of the provider: Contact Number: Contact address: SPOC Name SPOC Contact number: SPOC email address:	

*Bidder to add additional rows, if required, to provide details of the proposed tools/software/ infrastructure

HARDWARE BILL OF MATERIAL (BOM)

Deployment Location	Hardware Item (eg Server or any other item)	Make & Model	Role (eg App Server, DB server, Mgmt Server etc)	No. of VMs or servers	No. of Cores per VM or per server	RAM per VM or per server	Local Usable SAN storage	Any other info/ remarks
DC								
DR								
UAT								

*add as many rows as required.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

(Please note: this is merely for understanding the hardware sizing, which will be provided by the Bank)

SOFTWARE BILL OF MATERIAL (BOM)

Deployment location	Item	Name & Version	Quantity	To be deployed on which server
DC	OS Licenses			
	Database licenses			
	Middleware licenses			
	Application software License			
	Any other license			
DR	OS Licenses			
	Database licenses			
	Middleware licenses			
	Application software License			
	Any other license			
UAT	OS Licenses			
	Database licenses			
	Middleware licenses			
	Application software License			
	Any other license			

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

(Please note: this is merely for understanding the sizing, which will be provided by the Bank)

RESOURCE BILL OF MATERIAL (BOM)

Deployment location	Description	Qualification	No of Resource
Cloud	L1		
	L2		
	L3		
	Project Manager		
	Any other		
On Premise	L1		
	L2		
	L3		
	Project Manager		
	Any other		

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

(Please note: this is merely for understanding the sizing, which will be provided by the Bank)

PROJECTIONS FOR FIVE YEARS

Five Year Projection Plan (Rs. In Cr)																				
	Year - 1 [FY 23]				Year - 2 [FY 24]				Year - 3 [FY 25]				Year - 4 [FY 26]				Year - 5 [FY 27]			
Segment	No. of partner s [NBFC]	No. of Acco unts	Av. Tick et Size [Am ount in lakh s]	AUM outsta nding / Profol io volum e expec ted [Amo unt in Cr]	No. of partne rs [NBFC] Cumm ulative	No. of Acco unts	Av. Tick et Size [Am ount in Lak hs]	AUM outsta nding / Profol io volum e expec ted [Amo unt in Cr]	No. of partne rs [NBFC] Cumm ulative	No. of Acco unts	Av. Tick et Size [Am ount in lakh s]	AUM outsta nding / Profol io volum e expec ted [Amo unt in Cr]	No. of partne rs [NBFC] Cumm ulative	No. of Acco unts	Av. Tick et Size [Am ount in lakh s]	AUM outsta nding / Profol io volum e expec ted [Amo unt in Cr]	No. of partne rs [NBFC] Cumm ulative	No. of Acco unts	Av. Tick et Size [Am ount in lakh s]	AUM outsta nding / Profol io volum e expec ted [Amo unt in Cr]
Retail	3	1538	13	200	5	25000	16	4000	8	50000	20	10000	10	68000	25	17000	15	100000	25	25000
MSME [Secure / Unsecure]	5	2000	10	200	8	20000	20	4000	12	60000	25	15000	15	70000	30	21000	17	100000	30	30000
Agriculture	2	5000	2	100	4	100000	2	2000	5	125000	4	5000	7	140000	5	7000	10	200000	5	10000
Total	10	8538		500	17	145000		10000	25	235000		30000	32	278000		45000	42	400000		65000