

PUNJAB NATIONAL BANK



Request for Proposal (RFP)

For

Implementation of End-to-End Loyalty Rewards Program for Various Digital Channels: Credit Card, Debit Card, UPI, Internet Banking, Mobile Banking (PNB One) etc.

(Ref No: PNB HO/DBTD/LoyaltyRewards/RFP/02/2022-23)

Digital Banking Transformation Division (DBTD HO),
Punjab National Bank, Head Office,
3rd Floor, Plot No 5, Institutional Area
Sector – 32, Gurugram, Haryana – 122001
Email: dbtd.procurement@pnb.co.in
Website: www.pnbindia.in

Copyright @2022. All rights reserved.

DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information Provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Punjab National Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued. This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation 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
8. DC means Data Centre located at Delhi
9. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
10. Purchaser here refers to Bank.
11. Merged entity/Amalgamated entity means the entity created post amalgamation of Punjab National Bank, erstwhile Oriental Bank of Commerce and erstwhile United Bank of India.

Tender Notice - Bid details in Brief

Punjab National Bank invites sealed offers in two parts from all eligible bidders for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channel (viz. Debit Cards, Credit Cards, and Internet Banking, UPI, Mobile Banking (PNB One) etc.) in the Bank as per the terms & conditions contained in the Request for Proposal (RFP). Please visit our website www.pnbindia.in for details. RFP details can be downloaded from the website.

Table A - Activity & Details

RFP No.	PNB HO/DBTD/LoyaltyRewards/RFP/02/2022-23
Date of commencement of Bidding Process.	17/11/2022
Last date and time for submission of Bidding Documents	08/12/2022 upto 16:00 Hrs
Last date and time for receipt of pre-bid queries from bidders for Clarifications in format	23/11/2022 upto 17:00 Hrs
Date of Pre-Bid Meeting	24/11/2022 at 15:00 Hrs
Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	08/12/2022 up-to 16:00 Hrs
Last date and time for Bid Re-Encryption	From 08/12/2022, 17:01 Hrs to 09/12/2022, 14:00 Hrs
Last date and Time for submission of technical supporting document (Hard Copy)	From 08/12/2022, 17:01 Hrs to 09/12/2022, 14:00 Hrs
Date and Time of Technical Bid Opening	09/12/2022 at 16:00 Hrs
Place of Submission of Bids	Asstt. General Manager Punjab National Bank, Digital Banking Transformation Division, 3 rd Floor, Plot No. 5, Institutional Area, Sector 32, Gurugram – 122 001
Place of opening of Bid	Punjab National Bank, Digital Banking Transformation Division, 3 rd Floor, Plot No. 5, Institutional Area, Sector 32, Gurugram – 122 001
Address for communication	Punjab National Bank, Digital Banking Transformation Division, 3 rd Floor, Plot No. 5, Institutional Area, Sector 32,

	<p>Gurugram – 122 001 For RFP Support: 0124-4126857 For Technical Support: 0124-4126287</p>
<p>Cost of RFP document (non-refundable)</p>	<p>₹ 10,000/- (Rupees Ten Thousand only + 18% GST (non-Refundable)) should be submitted online only before the last date of bid submission in the following account: IFSC Code : PUNB00522800 Bank & Branch : Punjab National Bank, Centralized ATM cell, New delhi Account No: 0153002200175716 (16 digits) Imprest account: Digital Banking Transformation Division.</p> <p>*MSE (Micro and Small Enterprises) bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. However, Traders/ Sole Agents/ Distributors etc. are excluded from this relaxation</p> <p>Please mention 'RFP for Loyalty Rewards – RFP Fee'</p>
<p>Total Security Deposit 1. Earnest Money Deposit – (Bid Security) 2. Performance Security</p>	<p>₹ 5,00,000/- (Rupees Five Lakhs only (Refundable))</p> <p>Total Security Deposit</p> <p>1. Earnest Money Deposit – (Bid Security) Rs. 5 lakh. 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 Transformation Division payable at New Delhi. BG should be valid up to 12 months from the last date of submission. Please mention 'RFP for Loyalty Rewards – EMD Fee'</p> <p>IFSC Code: PUNB00522800 Bank & Branch: Punjab National Bank, Centralized ATM cell, New Delhi</p> <p>Account No 0153002200175716 (16 digits) Imprest account –Digital Banking Transformation Division.</p>

	<p>Bidder should deposit EMD and Tender Fee separately. The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.</p> <p>2. Performance Security Deposit of 3% of tender amount to be submitted by successful bidder within thirty days of award of work.</p>
Commercial Bid	<p>The commercial bids of only those Bidders who qualify in both eligibility & technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.</p> <p>Commercial Bid is to be submitted online at https://etender.pnbnet.in/login</p>
Time and Date for Presentations	Will be communicated subsequently by the Bank
Contact to Bidders	<p>Interested Bidders are requested to send the email to dbtd.procurement@pnb.co.in containing following information, so that in case of any clarification, the same may be issued to them:</p> <p>(a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.</p>

INDEX

S.No	PARTICULARS	Page No
1	Background	9
1.1	Information Provided	11
1.2	Cost Borne by Respondents	11
1.3	No Legal Partnership	11
1.4	Recipient Obligation to Inform Itself	11
1.5	Evaluation of Offers	12
1.6	Errors and Omissions	12
1.7	Standards	12
1.8	Acceptance of Terms	12
1.9	Independent External Monitor	12
2	RFP Response Terms	12
2.1	Clarification and Amendment of RFP Documents	12
2.2	Pre-Bid Meeting, Submission, Receipt and Opening of Bid	13
2.3	Request for Proposal Validity	14
2.4	Language of Tender	14
2.5	Disqualification	14
3	Lodgment of RFP Response	14
3.1	Cost of RFP	14
3.2	Bid Security Fees	14
3.3	Late RFP Response Policy	15
3.4	Notification	15
3.5	Format of Bids	16
4	Terms of Reference	16
4.1	Project Length	16
4.2	Purpose	16
4.3	Scope of Work	16
4.4	Eligibility Criteria	28
5	Bidding Process	32
5.1	Instructions to Bidder	33
5.2	Pre-Bid Queries	33
5.3	Amendment of Bidding Document	34
5.4	Price Composition	34
5.5	Opening of Bids	35
5.6	Evaluation Process	36

5.6.1	Technical Bid Evaluation Criteria	38
5.7	Overall Evaluation Criteria	42
5.8	Award of Contract	44
5.9	Inspection and Audit	44
6	General Terms and Conditions	45
6.1	Rejections of Bids	45
6.2	Representation and Warranties	46
6.3	Relationship of Parties	47
6.4	No Assignment	48
6.5	No Right to SET OFF	49
6.6	Publicity	49
6.7	Conflict of Interest	49
6.8	Solicitation of Employees	49
6.9	Notices and Other Communication	50
6.10	Associate	50
6.11	Indemnity	50
6.12	Substitution of Team Members	52
6.13	Limitation of Liability	52
6.14	Confidentiality	53
6.15	Payment Terms	55
6.16	Visitorial Rights	56
6.17	Compliance with Laws	57
6.18	Service Level Agreement and Non-Disclosure Agreement	57
6.19	Acceptance of Order	57
6.20	Non-Acceptance/ Non-Execution of Order	57
6.21	Force Majeure	58
6.22	Penalty and Liquidated Damages	58
6.23	Termination	60
6.24	Privacy and Security Safeguards	62
6.25	Resolution of Disputes	62
6.26	Jurisdiction of Court	63
6.27	Severability	63
6.28	Data protection	63
9.29	Payment	63
	Annexures	
01	Check List	65
02	Undertaking	66
03	Conformity with Hardcopy Letter	68
04	Conformity Letter	69
05	Profile of Proposed Team Leader & Core Team Member	70

06	Performance Guarantee	71
07	Commercial Bid	75
08	Integrity Pact	77
09	Methodology and Detailed Project Plan	83
10	Format for Submission of Deliverables	84
11	Format for Submission of Project Timelines	85
12	Letter of Authorization for Submission of Response	86
13	RFP Response Covering Letter	87
14	Compliance Statement	88
15	Form of Self Affidavit / Declaration (Not Under Legal Action and Not Blacklisted)	89
16	Self-Affidavit / Declaration for Class – I Local Supplier	90
17	Bidders Profile	91
18	Experience in Loyalty Rewards Program Implementation	93
19	Litigation Certificate	94
20	Turnover Certificate	95
21	Pre-Bid Queries Format	96
22	Letter of Authority for Participation in Reverse Auction	97
23	Authorization Letter Format	98
24	Undertaking for Labor Law Compliance	99
25	Undertaking for Bug Free Software	100
26	Customer Credential letter	101
27	Non-Disclosure Agreement	102
28	Escalation Matrix	109
29	Performa for The Bank Guarantee for Earnest Money Deposit	110

1. BACKGROUND

Punjab National Bank is the second largest Public sector Bank (PSB) having Pan India presence. The Bank was established way back in the year 1895. It started its business on 12th April, 1895. Since inception in 1895, PNB has always been a "People's bank" serving millions of people throughout the country and also had the proud distinction of serving great national leaders like Shri Jawaharlal Nehru, Gobind Ballabh Pant, Rajendra Prasad, Lal Bahadur Shastri, Rafi Ahmed Kidwai, Smt. Indira Gandhi etc. amongst other who banked with us. With more than 125 years of strong existence and a network of 11000+ branch offices including foreign branches, 13000+ ATMs. Punjab National Bank is serving more than 18 crores esteemed customers. PNB, being the second largest Public Sector Bank (PSB), has continued to provide prudent and trustworthy banking services to its customers. The Bank enjoys strong fundamentals, large franchise value & good brand image. To meet growing aspirations of customers & compete in today's tough conditions, the Bank offers wide range of products and services to both Corporate and Retails Customers. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc. To expand further reach, Bank is also forgoing ahead with cutting edge technologies and innovative new banking models. Additionally, bank has also developed various in-house software's, portals, and applications etc. to smoothen the day to day internal as well as external functions of the bank.

Bank has Computerized 100% of its branches and has implemented a Centralized Banking Solution (CBS). The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines VSATs, Radio Links, PSTN and other forms of connectivity, which may emerge in the near future. For further details, you can visit to Bank's website www.pnbindia.in

Objective

This Request for Proposal (RFP) document has been prepared solely for the purpose of Implementation of End-to-End Loyalty Rewards Programme for various Digital Channel (viz. Debit Cards, Credit Cards, and Internet Banking, UPI, Mobile Banking (PNB One) etc.) of Punjab National Bank.

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

Definitions

- 1.1. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Punjab National Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal (RFP) and shall be deemed to include its successor and assigns.
- 1.2. 'RFP' means Request for Proposal for Loyalty Rewards Solution.

- 1.3. 'Bidder' means a bidder submitting the proposal in response of RFP.
- 1.4. 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required and as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- 1.5. 'Successful Bidder' means the bidder who is selected by the Bank as per eligibility and selection criteria mentioned in the RFP
- 1.6. 'Solution' means Set up, Manage, Operate, customization etc for different modules under Loyalty Rewards Solution as per this RFP.
- 1.7. 'Proposal' means that Technical proposal and commercial proposal as per the formats prescribed in the RFP.

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, at least two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in
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 are to be submitted online only.
7. Bidders should submit bids well before time rather than waiting for the 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 etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk Telephone mentioned above from 10.00 am to 05.00 pm (except 2 & 4th Saturday, All Sundays and Bank holidays).

1.1 INFORMATION PROVIDED

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

1.2 COSTS BORNE BY RESPONDENTS

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

1.3 NO LEGAL RELATIONSHIP

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

1.4 RECIPIENT OBLIGATION TO INFORM ITSELF

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

1.5 EVALUATION OF OFFERS

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

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

1.6 ERRORS AND OMISSIONS

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications specified in **“Tender Notice - Bid details in Brief”**.

1.7 STANDARDS

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

1.8 ACCEPTANCE OF TERMS

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

1.9 INDEPENDENT EXTERNAL MONITOR

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

Shri Deepak Anurag, (IA & AS, Retd.)
Email: anuragd@cag.gov.in
Mob. No. 9810676339

Dr Sarat Kumar Acharya (Ex-CMD, NLC India Ltd)
Email: sarat777rediffmail.com
Mob. No. 9442118060

2. RFP RESPONSE TERMS

2.1 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

The bidder may request a clarification on any clause of the RFP documents as per **“Tender Notice - Bid details in Brief”**. Any request of the clarification must be sent by standard electronic means to dbtd.procurement@pnbc.co.in. The bank will upload the replies

to the queries on Bank's website through corrigendum notice within 1 week from last date of submission of the queries.

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

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

A Pre-bid meeting as Question & answer session on RFP will be held **as per "Tender Notice - Bid details in Brief"** at Punjab National Bank, Head Office: Digital Banking Transformation Division, 3rd Floor, Plot No 5, Institutional Area, Sector - 32, Gurugram, Haryana – 122001 (India)

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

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

The Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted at the same time in a single sealed envelope duly super-scribed as **"Punjab National Bank – RFP for Implementation of Loyalty Rewards Program for Various Digital Channels: Credit Card, Debit Card, UPI, Internet Banking, and Mobile Banking (PNB One) etc."**

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

The Assistant General Manager,
Punjab National Bank,
Head Office: Digital Banking Transformation Division,
3rd Floor, Plot No 5, Institutional Area, Sector - 32,
Gurugram, Haryana – 122001 (India)

The **deadline for submission of the RFP is as per "Tender Notice - Bid details in Brief"**.

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

2.3 REQUEST FOR PROPOSAL (RFP) VALIDITY

All Proposals shall be valid for a period of 12 months from the last date of submission mentioned in “**Tender Notice - Bid details in Brief**”. The Bank will make its best effort to complete the process within this period. However, should the need arise the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance, the Bank shall not consider such proposal for further evaluation.

2.4 LANGUAGE OF TENDER

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

2.5 DISQUALIFICATION

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

3. LODGMET OF RFP RESPONSE

3.1 COST OF RFP

Cost of RFP as mentioned in “**Tender Notice - Bid details in Brief - Cost of RFP**” by way of online transfer (non-refundable), must be submitted online only before the last date of bid submission. The RFP response without the accompanying amount towards Cost of RFP shall be rejected by the Bank.

3.2 BID SECURITY FEES

Bidder has to deposit Earnest Money (Bid Security fees) as mentioned in “**Tender Notice - Bid details in Brief**” prior to the bid submission.

- i. Any bid submitted without the Bid Security fees will be rejected by the Bank as nonresponsive.
- ii. If bidder withdraw from the process, if bidder happens to be successful bidder, bidder may be debarred/blacklisted for a period of six months from any tender of the Bank all over India.
- iii. The successful Bidder will have to furnish the performance guarantee of an amount equal to 3% of the value of the contract as per **Annexure 06** within 30 days of issuance of Purchase order.

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

Note: As defined by Department for Promotion of Industry and Internal Trade (DPIIT), an entity shall be considered as a Startup:

- Up to ten years from the date of its incorporation/ registration.
- If its turnover for any of the financial years has not exceeded Rs. 100 crore (Rupees Hundred crore).
- It is working towards innovation, development, or improvement of products or processes or services, or if it is a scalable business model with high potential of employment generation or wealth creation.
- Provided further that in order to obtain benefits, a Startup so identified under the above definition shall be required to be recognized as Startup by DPIIT.

3.3 LATE RFP RESPONSE POLICY

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

RFP received late on account of any reason whatsoever will not be entertained. The RFP not accompanied by the BID Security Fees and Cost of RFP deposited as mentioned in “**Tender Notice - Bid details in Brief**” are liable to be rejected as NON-RESPONSIVE.

3.4 NOTIFICATION

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

3.5 FORMATS OF BIDS

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

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

4. TERMS OF REFERENCE

4.1 PROJECT LENGTH

The total time for the project is 36 months spanning over 2 phases from the date of signing of Service Level Agreement with the empaneled Bidder and if required, the same may be extended for 2 subsequent years on the same terms and conditions subject to satisfactory performance and at the sole discretion of the Bank as deemed necessary for completion of all the deliverables at no extra cost to the Bank. However, bank will review the contract every 12 months and will continue the contract during the 36 month period only in case of satisfactory performance. The Bank reserves the right to reduce or extend the stipulated timeframe without assigning any reasons whatsoever.

- The initial design and setting up phase is envisaged to be of 3 month – Phase 1.
- The second phase is envisaged to be of 33 months and would entail exaction of the program with end to end management of rewards program as detailed in the Scope of Work at point no. 4.3.

4.2 PURPOSE

The Bank, for this purpose, invite proposals from Bidders who are interested in participating in this RFP and must fulfill all the eligibility criteria mentioned in this RFP and are also in a position to comply with the technical requirement mentioned & submit the required proposal as per RFP. Apart from above, Bidder must also agree to all terms & conditions mentioned under this RFP. The purpose of Punjab National Bank behind this RFP is to seek a detailed technical and commercial proposal for procurement of the services desired in this RFP.

4.3 SCOPE OF WORK

Bank invites proposal from loyalty solution providers to manage End-to-End Loyalty Rewards Program for Various Digital Channels: Credit Card, Debit Card, UPI, Internet Banking, Mobile Banking (PNB One) etc., QAB (Quarterly Average Balance) in Current and Saving Accounts of the bank or any other category as required by Bank from time to time. Scope of work shall include the following but not limited to:

A. Electronic Commerce Store

- a. Bidder to create an electronic commerce store in all possible categories and with as many as possible merchants where customers can shop for multiple products such as house hold items, electronics, flight/train/movie tickets, hotel bookings etc. as per bank's requirements, buyer's need and market trends.
- b. Customers will be allowed to make payment through reward points and BIN locked bank payment channels (Debit Card & Credit Card), Internet Banking, Mobile Banking and UPI or any other category/payment method permitted by Bank.
- c. The Bidder must be able to integrate the E-Commerce Store with the Bank's Mobile Banking application or any other platform bank wishes to integrate. Bidder should also provide API or SDK of its solution for integration with various platforms as required by Bank.
- d. The E-Commerce Store to include the various modules listed below.

B. Customer Engagement Module

a. Accrual Management –

- i. Bidder must calculate and post reward points into the customer loyalty account based upon a bank unique identifier.
- ii. Bidder must enable accrual of points across various channels of the bank such as debit card, credit card, internet banking, mobile banking, UPI etc., QAB (Quarterly Average Balance) in Current and Saving Accounts of the bank or any other category as required by Bank from time to time.
- iii. Bidder must be able to post differentiated points across different platforms and shall be able to identify the same.
- iv. Bidder should be able to provide additional points upon existing channel triggers during festive periods.
- v. Bidder should enable expiry of points awarded from time to time post discussion with the Bank.
- vi. Customers must be able to accrue points through different avenues such as Bank points and partner points. The Bank would not be liable for the partner points accrued.
- vii. Bidder should be able to create different point types as per the bank's business objectives – standard points, accelerated points, bonus points, campaign points, partner points, exclusive partner points etc.
- viii. The Loyalty module should allow personalization of point constructs basis spends/ milestones
- ix. The Bidder should provide support 24*7 basis for all the activities
- x. The complete Audit trails of the transaction should be maintained by Bidder without any deletion of data, unless specified by the Bank as per retention policy guidelines of the bank/RBI

- xi. The solution should have its own security system so that it does not process any non-genuine requests.

Point Accrual Rules

Bidder should define and implement configurable rules for how base points are awarded based on characteristics of data fed into the loyalty solution, customer profiles, tiers and different product base.

Point Expiry rules

The loyalty solution should set all points awarded to expire at the appropriate point in time & should expire unredeemed points from customer accounts at the configured frequency

The loyalty solution should also support revocation of the expired loyalty points in exceptional situations.

Tier Structure

Bidder should be able to design multi-level customer tier engine:

- The first tiers of customers should be designed for different product base as defined and implemented by the Bank from time to time.
- The subsequent levels of tier should be defined for different product base.
- The Bidder should be able to design a customer tier engine which permits user-definable tier structure and real-time, automated movement between tiers upon passing qualification criteria.

Point Redemption rules

- Configurable rules for how reward points may be redeemed for products & service
- Rules should be configured in case of reversal or cancellation of reward points

b. Redemption

i. Rewards Catalogue:

- The Bidder will provide a loyalty points redemption catalogue with a wide variety of options.
- Bidder will design the catalogue in spirit with Bank's brand philosophy and target audiences. All designs must be according to the Bank's specifications and approved by the Bank.
- Bidder has to design the catalogue with rich, smooth & user friendly navigation.

- Bidder has to create content such that customers experiencing first time redemption have sufficient options, should cater to varying taste of members from varying geographies of India, and should be exhaustive to offer an enticing attraction to members to redeem from.
- Bidder should ensure enriching customer experience with products that shall cater to all customers to reflect the desires & ambitions of members with different behaviours, personality and spends.

ii. Redemption Fulfilment

- The Bidder has to create and maintain a dedicated interactive secure online website for the loyalty rewards program with SSL Layer or latest and highest security protocol, which enables customers to register, inquire and request redemptions
- The Bidder should offer attractive redemption options to customers in the form of gift vouchers, cashbacks etc.
- Bidder has to suggest the redemption options as per the latest market trends.

The list is not exhaustive but indicative and the Bidder may include more options. Any addition or deletion of the redemption options should be done at Bank's discretion.

- The Bidder should ensure that only Bank's payment instruments are used / applicable on the Redemption platform,
- The bidder network should allow accelerated points/ discounts to bank's customers at the time of redemption at merchant's store/website.
- Bidder should have capability to integrate the redemption platform with Bank's customer facing applications, such as Internet Banking services, Mobile Banking services (PNB One) or chat banking services (CHATBOT) or any other channel.
- The bidder will manage the redemption from sourcing the products and services to delivery of the same to the customer.
- The delivery and replacement of products and services must be with defined timelines.
- The Merchant Network should allow seamless customer redemption journey through a single OTP for online redemptions and single swipe for offline redemptions
- Any change done in the solution should invariably reflect in all channels seamlessly unless not desired by the Bank
- The UX/UI guidelines of Bank only should be followed throughout the customer journey of the redemption transaction
- The Redemption platform should strictly ensure a two-step authentication process for all types of redemption transactions as per Bank's security guidelines

- xii. The solution should be integrated with multiple POS and e-POS aggregators to ensure larger customer reach across the country,
- xiii. The redemption module should include but not limited to Air travel, Merchandise, Mobile/DTH Recharge, Movies, Bus Travel, In-Store, e-Commerce, Gift Vouchers, instant discount, cashback, charity, Hotel, Experiences etc.,
- xiv. The redemption platform should support different point value from time to time on the basis of Bank's requirement and the implementation to be done accordingly,
- xv. Points which have accrued first and which are going to be expired at the earliest must be redeemed first.
- xvi. Customers should be given sufficient time period to redeem all outstanding points at the end of the program.
- xvii. ISO 8583 Message standard formats and Rest APIs for relevant integrations with the Bank's systems should be followed.
- xviii. The Redemption module should include redemptions through the
 - Bank's Mobile Applications
 - Internet Banking portal,
 - Credit Card Portal
 - Rewards portal,
 - Merchant outlets – online and offline,
 - Customer service agent,
 - Payment Gateway

c. Migration

The Bidder will migrate all existing reward point data to the proposed solution.

Bidder shall also facilitate at no separate cost to bank to migrate such data to bank/new platform/ vendor upon completion/termination of the loyalty program. The same shall be done on mutually agreed terms with bank and successful bidder.

d. Portal Design

Bidder will design and manage a white label solution with an online interactive web and mobile portal with SSL layer for Bank customers.

- i. Design – The bidder should have the ability to create a white label portal where the user interface is in line with Bank's brand guidelines to ensure a user friendly smooth navigation.
- ii. Multilingual – The Bidder should allow customers to switch between English and Hindi language.

- iii. Points Statement – The bidder should allow the Customers to be able to view details of their accrual and redemption transaction history. There must be specific criteria for earning, accrual and burning (redemption or lapse) of reward points.
- iv. Adaptable – The designed portal must be adaptable to the type of device it is accessed – website, Tablet – both iOS and Android and mobile – both iOS and Android.
- v. Registration – The bidder should have the ability to deploy campaigns to drive customer registrations on the loyalty portal.

e. Database Maintenance

- i. Storage – The bidder must safely store all data shared by the Bank. Storage capacity should be sufficient to effectively store the data of customers i.e. customer profile, transaction history, campaign record, outcome of a certain activity/campaign etc. as per retention policy of the bank.
- ii. Back Up – The Bidder should have a Disaster Recovery Site and the Bank's data must be stored in dedicated servers.
- iii. Regular Software and Hardware Upgrade – While upgrading software and hardware the bidder must ensure the loyalty program runs smoothly.
- iv. Reconciliation of Reward Points
Bidder to devise mechanism for reconciliation of Reward Points and submit a report about its confirmation on monthly basis or as and when desired by the Bank.
- v. The Bidder cannot own any customer at any given point of time
- vi. The bank can seek access at any time to the Complete architecture, Data Flow Diagram, Use Case Diagram, Data dictionary etc., of the application,
- vii. Source code of all the changes/ functionalities should be maintained in an Escrow Account of the Bank (Code repository infrastructure should also be managed by the Bidder).

In respect of the Source code, the bidder should deliver the source code to the Bank. Alternatively, they can enter into a source code escrow arrangement wherein the source code will be deposited with a third party source code escrow provider.

The bidder will evidence compliance with the audit observations made by Internal / External auditors within the timelines specified by the bank for the audit cycle.

The bidder will assist the bank in getting the Secure Code Review in respect of the source code review done by Internal / External Auditors. All the audit observations need to be got complied in respect of the review. Further the bidder will share the details / report of the Source code review done by the independent auditors/Bank staff at their level if any done during the past two years in respect of the software version provided to the bank.

f. Technology Platform

- i. PCI DSS Certified – The Bidder must be Payment Card Industry Data Security Standards (PCI DSS) Compliant & Certified

The certification should be valid and in force during the entire Contract and renewal period (if any). Also, the bidder should mandatorily adopt to the rules, regulations & guidelines stipulated in PCI-DSS standards from time-to-time. Also, whenever the PCI-DSS standards are upgraded, the bidder should adopt to new standards and should upgrade their PCI DSS Certification.

- ii. Data transfer – the bidder must ensure that the data is securely transferred between the Bank and the Bidder and vice versa using secure file transfer protocol.
- iii. A rigorous change management process to be followed by the bidder that will govern all the change requests
- iv. A robust Business Continuity Management process for Business Continuity should be followed by the bidder,
- v. The Bidder should strictly adhere to the Bank's archival and purging policy,
- vi. The Bidder should have a dedicated information security team to conduct security related functions and operations and should have CERTIN empanelled ISSPs performing security reviews,
- vii. The Bidder should ensure ISO certifications for data security and protection,
- viii. The Bidder must deploy SOC (Security Operations Centre) monitoring systems to monitor any security incidents,
- ix. The Bidder should ensure a proper log generation, storage and management and perform regular forensic analysis,
- x. The Bidder should use only licensed products
- xi. The Bidder should ensure that the solution should recover automatically from network failures, abrupt shutdowns, etc.,
- xii. The data should be masked, encrypted as per the requirements of the Bank.

The Bidder should ensure that the encryption standards used for encrypting the data should be as per industry best standards and key management should be robust. The systems will be reviewed periodically by Bank.

- xiii. All upgrades and Updates of the application software needs to be provided free of cost, during the contract period.
- xiv. Loyalty Engine Processing Capacity

Bidder should be able to process the transaction volume of the Bank and any incremental rise in the transactions volume in the future across channels such as current account, savings account, debit card, mobile banking, internet banking etc.

g. Algorithms

- The Engine should have the ability to apply all rules & logic that loyalty managers at Bank desire. Ex: - Top 400 people in a certain savings account who maintain a certain balance with the Bank will be communicated a desired offer from a merchant that could not be offered to others of same variant
- A provision to manually upload loyalty points on ad hoc basis for certain non-transaction related reward points
- Entire Business rule for the solution is to be completely parameterized
- In case of upgrading or downgrading of customer account the necessary calculation and adjustment for the reward points should be done by the Engine
- Engine should also be able to provide for roll-back of loyalty points if required
- In case a customer's account/debit card is expired/blocked/hot listed and a new card issued to the customer, system should automatically add the points accrued on expired/blocked/hot listed card to the new card.

h. Analytics & Intelligence

- Bidder should enable the member to redeem rewards from different platforms such as mobile, web, offline, online etc.
- Bidder should be able to provide loyalty reward points to Bank' customer for opening a new savings account, maintaining certain balance in an account, bill payment or tax payments using an account, fund transfer, debit card transactions at PoS terminal, e-commerce transaction etc.
- Bidder should be able to provide a whitelist website and mobile application for customers to check their status of reward points
- The mobile application shall be provided in Android and iOS platforms
- The website and mobile application shall conform to all security standard
- The term 'whitelist' means that the website, mobile application and other portal solution provided to the bank shall be in Bank's branding and shall demonstrate the Bank's spirit
Bidder should follow all the guidelines issued from time to time by Regulator/Govt. of India/NPCI/Card Network Service Providers etc.

i. Compliance with Storage of Payment Data Norms

The Bidder shall comply with the Storage of Payment Data norms vide circular number RBI/2017-18/153 DPSS.CO.OD No. 2785/06.08.005/2017-2018 issued by Reserve Bank of

India on 6 April 2018. Bank requires to store the entire transaction data within India and the bidders who do not comply with the said circular are not eligible to participate in the RFP.

j. Marketing

- i. Analysing and identifying customer base for campaigns.
- ii. Designing of marketing campaigns/program for rewards program, artwork, E-mailers, poster, leaflets, catalogues etc. by bidder to help bank to carry promotion for Loyalty Reward Program.
- iii. Framing regular SMS and Emails templates for customers for promoting the program has to be done by the successful Bidder, whereas actual broadcast shall be done by the Bank's existing vendor.
- iv. Studying and providing information and reports on various trends and impact of campaigns implemented.

Note: Bidder should follow relevant TRAI guidelines while contacting customers through SMS/calls.

k. Partner Management

Bidder will acquire and manage a host of partner merchants across various categories where bank customers will be able to redeem loyalty points and can earn additional points at certain merchants.

l. Customer Support Centre

The Bidder should maintain and manage a call centre to handle inbound and outbound customer calls regarding the loyalty program management, redemption, accrual and any other issues or feedback from the customers.

m. Turn Around Time

The customer query should be responded within one week of raising the complaints.

n. Analytics & Reporting

Bidder should provide all reports, MIS, Descriptive and predictive analytics etc. as follows as and when desired:

- i. Monthly /Weekly report on customer's profile/accrual data in cardholder's account as desired by Bank
- ii. Monthly/Weekly report on number of redemption requests/serviced as desired by Bank.

- iii. Monthly/Weekly statement on lapsed points as desired by Bank.
- iv. Monthly/Weekly report on nature of redemption/category wise redemption as desired by Bank.
- v. Any information or MIS report requested by the bank should be provided by the Bidder during the contract at a proposed frequency & format by the Bank
- vi. Monthly report experiences, vouchers, offers etc. requested Monthly report on customers' profile created
- vii. Monthly report on accrual data in customers' accounts Monthly breakup of points accrued, redeemed and lapsed, as per the specifications by the Bank
- viii. Insights into the program for better decision management and campaign management

o. Audit Trail

Bidder will maintain and provide an audit trail of point accrued and redeemed by the customers. The Bank will regularly conduct an audit of the Bidders system from time to time. Audit logs and application logs should be retained as per Bank's standards and Bank's customizations (wherever required).

p. Traffic Management

The website should have the ability to handle traffic smoothly with a rich customer experience.

q. Language Support

The website should be navigable by members/customers in English & Hindi.

r. Management

The Web Site coding should be flexible to incorporate changes to customer interface for promoting and managing campaigns & for any other purposes as and when required by the Bank or with the approval of Bank.

s. Security

Privacy & Secure Storage of Customer Profile/Data is of paramount importance and should be maintained effectively & efficiently.

All the integrations / interfaces required with the various software applications of the bank like Core Banking, SMS, Email, SIEM, Web Application Firewall and other business and security applications need to be got done by the bidder without any extra cost. The bidder will provide all the built in APIs and get the requirements customised / configured as per the requirements.

Anti-malware capabilities should be integrated in the software application.

A certificate should be given by the bidder that the solution provided is free from vulnerabilities, malwares and any covert channels in the code.

In Future, due to any regulatory guidelines issued by any concerned authorities regarding providing services from Bank's own premises, then vendor should have the capacity to provide the same.

C. Offers Module

- a. The bidder must provide an offer management module to manage various offers and enable customers to get attractive offers and discounts at various merchant outlets.
- b. The bidder platform should support both online and offline offers
- c. To manage display of offers to Bank customers that includes defining target audience basis customer segment for showing specific offers to designated customer group and with easy discoverability features
- d. To facilitate customers to claim offers through the mechanism of triggering offer codes/QR Code etc.
- e. Bidder should provide exclusive offers for the customers of the Bank.
- f. Bidder must provide an offer management module vide which the various offers of the bank can be published and campaign management of the banks can be managed (viz. Bank can launch a campaign in which more number of points will be offered to the customer who opens a first FD/RD via mobile banking app of the bank or more number of points can be offered on doing digital transactions during the campaign period on specific merchants/websites.

D. Advanced Features Module – The Platform should have the below advanced features which span across the modules:

- a. Real Time data - Bidder must enable a data transfer process post discussion with the Bank to accept and update the data as soon as it has been transferred by the bank to ensure customers demographic and contact details are updated on a real time basis.
- b. Cross Sell - Bidder to provide the bank access to a module to upload offers to be provided to Bank Customers. The Cross sell module will provide the Bank with powerful AI/ML enabled maker checker controls to upload offers.
- c. SSO Integration with PNB One Mobile Application, PNB Internet Banking and PNB Genie (Credit card Application), Credit card website, Chat Bot - Bank Customers must be able to navigate to loyalty platform upon clicking a link in the Bank's Internet Banking and Mobile Banking platform. While navigating from the Bank's platform to the loyalty program platform, the customer should not be asked to enter his/her loyalty program credentials.
- d. Bidder should be able to integrate with various applications of the Bank provided by various service providers, as and when required.

- e. Affiliate Re-direction – The Bidder will make available various merchants and e-commerce websites for customers to view and select across various categories. Customer will be able to click and be re-directed to the selected merchant/ ecommerce website to complete the purchase.
- f. Intelligence & Geo Tagging – Using AI/ML enabled intelligence necessary offer recommendations must be provided to customers. Customers to get Offer notifications on the basis of their geographical location, demographics and shopping behaviour. The offers must be personalised based on customer transaction behaviour.
- g. Compare & Shop – Customer must be able to view prices of merchandise/flights and hotels across various e-commerce platforms which they can click and be re-directed to the website to complete the purchase. Customer should also be facilitated with wish list cart to facilitate them to shortlist certain product/reward to redeem in future.
- h. Tiering – The bidder should be able to design a customer tier engine with each tier designated for different card/product as specified by the Bank.
- i. Differential Point Redemption – Value of the redemption point will be separate for different redemption categories in line with the Bank's requirements.
- j. Charity Redemption – The bidder should have the ability to integrate with various charity partners to enable customers to contribute towards various charitable causes.
- k. HNI Concierge – The Bidder to provide Premium Customers of the Bank with Concierge Service where the bidder will manage customised requests of Bank customers by being a single point of contact. The concierge services categories to include – Travel Services, Golf Services, Pet care and Spa Services.
- l. Experiences Redemption – The bidder should be able to allow Customers to purchase experience packages through the white label portal.

E. Administration Module

- a. The Bidder will provide an Administration module to the Bank to access individual customer details by mentioning a unique customer identifier. The bank must be able to get details of the customer loyalty points account such as - point accrued, points available and accrual and redemption transactions. The module should enable the Bank to get monthly accrual and redemption reports.
- b. Bidders should have the capability to integrate with the Bank's Enterprise Data warehouse to get customer data.

F. Extension of program

Bidder should have capability of extending the Bank's Loyalty Program by adding channels to the existing program.

G. Timelines / Delivery Schedule

The selected Vendor is expected to complete the implementation of Loyalty Rewards Program within a period of **3 months** from the date of acceptance of Purchase Order.

H. Other

- i. The Bank will have the right to audit the location of the Bidder through its Internal /External auditors as per its requirement from time to time.
- ii. In case the software OEM is not able to provide support to the platform due to merger /acquisition / change in business focus / change of the Management etc., the bidder will arrange to replace the solution with a supported product meeting the full requirements of the Bank.
- iii. The bidder will arrange to comply with all the regulatory guidelines issued by the Regulators and applicable for the respective solution, without any extra cost to the Bank.
- iv. The selected bidder should facilitate transition of the program to an alternate service provider identified by the Bank, or to the bank on completion of their contracted term.
- v. Any new technological advancement/market trend followed by peer Banks in providing impetus to the existing Rewards Program will automatically become part of the scope on mutually agreed basis.
- vi. Call centre to be set up and managed by the bidder at its own cost to facilitate customers to resolve reward point related grievances, redeem of rewards points etc. Call center should be stuffed with sufficient staff strength to handle the queries received and should be scalable. Bidders should also be able to provide information to the bank with respect to Call Centre Management such as customer call volume, grievance type etc. as and when requested by bank. Bidder should also be able to provide AI/ML enabled powerful and seamless chatbot service to the customers.

4.4 ELIGIBILITY CRITERIA

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

Sl.	Details	Support Documents to be submitted
1.	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP. No two entities joining (JVs) specific to this project will be considered.	Certified copy of Certificate of Incorporation in case of a private limited company and Certificate of Commencement of Business in case of a public limited company.

2.	<p>The Bidder should have expertise in providing End- to End Loyalty Program Management Solution for individual as well as collective of all the products (e.g. Credit Card, debit Card, UPI, internet Banking etc.) including a dedicated interactive secure online website for a loyalty rewards program with SSL which enables customers to register, inquire about loyalty points and request for redemptions.</p> <p>The Bidder should have experience of managing loyalty programs for at least 5 BFSI (Banking, Financial Services and Insurance Sector)/ Retail Entities/Network Partners dealing in same program within India out of which 3 should be Scheduled Commercial banks.</p>	<p>The Bidder should submit a certificate issued by the respective BFSI to this effect. The certificate should be as per Annexure 26 (Customer Credential Certificate) along with Annexure 18 provided in the RFP document</p>
3.	The Bidder should be certified with PCI-DSS standards (version 3.2 or above).	Copy of the relevant certificate/documentary proof to be submitted.
4.	<p>The Bidder should have the arrangement for both primary Data Center and DR center with full back up and the Data Center should be ISO 27001 certified. The Bidder shall comply with the Storage of Payment Data norms vide circular number RBI/2017-18/153 DPSS.CO.OD No. 2785/06.08.005/2017-2018 issued by Reserve Bank of India on 6 April 2018.</p>	The Bidder shall submit the System Audit Report (SAR). The audit should be conducted by CERT-IN empaneled auditors certifying completion of activity.
5.	The Bidder should have a stable and scalable loyalty technology platform of its own (not licensed) with access to source code, so that any changes required by the Bank may be carried out expressly.	Declaration to this effect has to be submitted by the Bidder on its letter head.
6.	The Bidder must initially have the capability of managing and maintaining a minimum of 10 Crore customer accounts and should be able to ramp up the capacity further in the future.	Proof to this effect i.e. certificate from client, MIS report etc. has to be submitted by the Bidder along with Annexure 18 of the RFP document.
7.	The Bidder should have the capability of processing around minimum 15 Crore	Proof to this effect i.e. certificate from client, MIS report etc. has to be submitted by the

	transactions per month towards posting loyalty points at the time of the submission of RFP and should be able to ramp up the capacity further in the future.	Bidder along with Annexure 18 of the RFP document.
8.	The Bidder should have the infrastructure for providing timely 24x7 support and attending to the customer grievances about the loyalty program.	A declaration to this effect has to be submitted by the Bidder on its letter head signed by authorized signatory.
9.	For MSE and Start-ups: Bidder should have a minimum average annual turnover of INR 10 crores during the last three financial years i.e. 2019-20, 2020-21, 2021-22. For Others: Bidder should have a minimum average annual turnover of INR 30 crores during the last three financial years i.e. 2019-20, 2020-21, 2021-22.	CA Certificate and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years (2019-20, 2020-21, 2021-22). The CA certificate provided in this regard should be without any riders or qualification
10.	The Bidder should have a positive Net Worth in the last three Financial Years (2019-20, 2020-21, 2021-22). Further, the bidder should have positive Operating Profit in the preceding financial year	CA Certificate and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years (2019-20, 2020-21, 2021-22). The CA certificate provided in this regard should be without any riders or qualification
11.	The Bidder should have the capability of providing accelerated point accruals on transactions and point redemption at Partner Merchant outlets with an existing network of at least 2000 Merchant Outlets.	The Bidder has to submit self-certification on its letter head preferably along with documentary proof.
12.	The Bidder should not have been blacklisted by any Govt. / Govt. Agency /Bank(s) / Financial Institutions in India or overseas in the last three years.	The Bidder has to submit self-certification on its letterhead as per Annexure 15 of the RFP document.
13.	The Bidder should have ability to manage redemption of loyalty points through the IVR channel.	The Bidder has to submit self-certification on its letterhead

14.	The Bidder should have ability to provide complete audit trails of points earned and redeemed.	The Bidder has to submit self-certification on its letter head along with documentary proof.
15.	Litigation Certificate to be submitted by the Bidder	The Bidder has to submit the same as per Annexure 19 of the RFP document
16.	Labour Law Compliance Certificate	Bidder to submit labour law compliance certificate as per Annexure 24 of the RFP document Certificate is to be provided by the chartered accountant/statutory auditor, as per
17.	Bug Free Software	Bidder to submit undertaking as per Annexure 25 of the RFP document
18.	The systems offered should not violate any Intellectual Property Rights.	A declaration to this effect has to be submitted by the Bidder on its letter head signed by authorized signatory.

*The local content requirement to categorize a supplier as Class-I local Supplier is minimum 50%. Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Only those bidders fulfilling the eligibility criteria (Refer Point 4.4 above) will be eligible to participate in the RFP. Bidder must comply with all the guidelines laid out by RBI & other regulatory authorities.

As per advisory issued by Ministry of Skill 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 (onboarded 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.

5. BIDDING PROCESS

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 Bank's 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 and super scribing:

“Technical Bid for RFP - Implementation of Loyalty Rewards Program for Various Digital Channels: Credit Card, Debit Card, UPI, Internet Banking, Mobile Banking (PNB One) etc. for Punjab National Bank”

The bid shall also be submitted online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all.** In case any such pricing/commercial information is included in the technical bid, the bids so submitted will be summarily rejected by the Bank.

The Technical Bid is to be submitted in electronic form in Bank's E-Procurement portal. For submitting the bid online, the bidder must have digital certificates and has to be registered with the bank's new e-procurement system. Bid shall be signed using Digital Certificate by the Bidder so as to bind the bidder to the contract.

In addition to the online submission of technical bid, Bidder has also to submit a hard copy of the Technical bid. Hard copy of the Technical bid should be duly bound and signed with serial numbers including all supporting documents in a separate sealed envelope (wax seal) duly super-scribing as “<RFP NAME>”

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document and Technical functionalities shall be short-listed for commercial stage.

b) COMMERCIAL BID

Commercial BID shall be submitted **online only**. In the second stage, the COMMERCIAL BID of only those bidders will be opened; who will comply with all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document and Technical functionalities in the Technical Evaluation Stage and who qualifies the technical evaluation.

Any bid document not conforming to any one of the above terms will be rejected.

Bidders who have NOT paid the cost of the RFP Document and Bid security Fees, his/their bid documents shall be summarily rejected and he/they shall not be liable/permitted to participate in bidding process Commercial Bid will be opened for those Bidders only who will qualify in Technical Bid.

5.1 INSTRUCTIONS TO BIDDER

- This RFP document is not transferable.
- Bidders are advised to study and examine the RFP carefully before submission.
- The response to this RFP should be full and complete in all respects. Incomplete or partial bids will be rejected. The bidder must quote for all the items asked for in this tender.
- The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the bank. The bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- The bank reserves the right to reject the bidder's assertion of compliance to a requirement, if the detailed response is found unsatisfactory or contradictory.
- The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.
- The bank may extend the time for submission of the bids.
- Joint bidding and consortium of any form is not allowed.

5.2 PRE-BID QUERIES

The prospective bidders may mail their queries through e-mail on dbtd.procurement@pnb.co.in ; as per the time line scheduled.

The bank shall hold pre – bid meeting as per the given time at DBTD HO, Head Office PNB, Sector 32, Gurugram, Haryana to clarify the queries raised by bidders through mail. Up to two authorized persons shall be eligible to attend the Pre-bid meeting. The authorized persons

shall produce the letter as per **Annexure 23** while attending the Pre-Bid meeting. No request for change in date and time shall be entertained and the Bank shall hold the meeting even if any prospective bidder / some prospective bidders / their authorized representatives choose to remain absent during the meeting. No individual consultation with respect to this RFP other than the pre-bid meeting shall be entertained.

The Bank shall not consider any request for time extension for bid-submission on account of late receiving/downloading of RFP by any prospective bidder. The bids not accompanied by the Demand Draft / Pay Order/BG for participation fee and Earnest Money Deposit of requisite amount shall be out rightly rejected.

The bidder should provide support during the transit period in case any exercise of right to exit/terminate the contract due to any issue.

5.3 AMENDMENT OF BIDDING DOCUMENT

At any time prior to the deadline for submission of clarifications/bids mentioned in the schedule of activities, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding document by amendment / corrigendum.

Amendments if any will be published on Bank's Website.

5.4. PRICE COMPOSITION

- a. The commercial should be quoted in the commercial bid form attached to this bid (**Annexure 07**).
- b. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- c. The prices should be as per Annexure to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes, levies, Govt. duties etc and pass on the benefit to Bank in case of downward revision of Govt. taxes, levies, etc.
- d. Admin charges and other support expenses as applicable should also be mentioned in the offer. For admin/support, any upward / downward change in GST/Service Tax will be to the account of Bank.
- e. 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. Bank will not pay any other price / cost /tax except that which has been quoted in the commercial bid.

5.5 OPENING OF BIDS

A) OPENING OF TECHNICAL BIDS

- a) The Bank will open the Part I of the bid (Technical bid) in the presence of bidders' representatives who choose to attend as per schedule given in Activity Schedule of RFP. No separate intimation will be given.
- b) In case the bid opening date falls on a holiday, the bids shall be opened at the same time on the next working day.
- c) The Bank may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents.

B) OPENING OF COMMERCIAL BIDS (ONLINE ONLY)

The Bank will open Part II (Commercial Bid) of the bidders shortlisted in the Technical evaluation.

5.6 EVALUATION PROCESS

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

- ❖ The Bank will set up a Selection Committee for evaluation of the Technical Bids submitted by the bidders.
- ❖ The Selection Committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification / Eligibility criteria as referred in this document. The technical proposals will be evaluated on the basis of their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation / selection criteria demonstrating its technical capabilities and competence.
- ❖ The bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the overall scoring.
- ❖ Each responsive proposal will be evaluated technically. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to meet the minimum technical criteria as indicated in this document. The Technical proposals which are unsigned and incomplete shall not be considered.
- ❖ A presentation before the Selection Committee of the Bank is to be made by the eligible Bidder on their understanding of the key considerations, proposed Methodology and Approach to be

adopted, and proposed team, Work Schedule and Activity Schedule etc. The technical capabilities & competence of Bidder should be clearly reflected in the presentation.

- ❖ The date & time of presentations will be notified by the Bank, no changes in the schedule will be entertained thereafter.
- ❖ The technical capabilities and competence of the potential Firm reflected in the technical proposal made available should be consistent with the presentation to be made before the committee.
- ❖ Bank may also consider site visit of the location where the project is already implemented by the bidder.

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
2. All third party documents must be signed by their authorized signatory and his/her designation, Official e-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. **Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.**
4. First of all, the RFP Cost and Bid security Fees of all bidders will be verified. If any RFP Cost/Bid security fees is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.

9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification mentioned in the RFP is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

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

Third Stage: (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 bank's e-procurement website (<https://etender.pnbnet.in>). Reverse Auction/s will be conducted on mandatory items only (**Table of Commercial bid format**). Base Price, bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all components that are required as per RFP. The rates of all the items will be negotiated with the successful bidder only, if required by Bank.

- a) If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b) After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to

participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.

- c) During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table of Commercial bid format (Annexure 07) 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.

5.6.1 TECHNICAL BID EVALUATION CRITERIA

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

Sl. No	Evaluation Criteria	Selection Parameters	Max Marks	Marks Obtained
1	Experience in managing end-to-end loyalty programs for Scheduled Commercial Banks/ Public Sector Banks in India. Proof from all banks in the format as specified in Annexure 18 along with annexure 27 of the RFP document.	25 marks: More than 12 BFSI/ other retail entities dealing in same program 15 marks: More than 8 but upto 12BFSI/ other retail entities dealing in same program 10 marks: Equal to 5 but upto 8 BFSI/ other retail entities dealing in same program 0 marks: less than 5 BFSI/ other retail entities dealing in same program	25	
2	Number of Customer Loyalty Accounts managed Proof in the format as specified in Annexure 18 of the RFP document.	5 marks: more than 15 crore accounts 2 marks: 12-15 crore accounts 1 mark: 10-12 crore accounts 0 mark: less than 10 crore	5	

Sl. No	Evaluation Criteria	Selection Parameters	Max Marks	Marks Obtained
3	Number of Banking channels managed from amongst the following list: i. Debit cards ii. Credit cards iii. Internet Banking iv. Mobile Banking v. UPI vi. QAB of Current and Saving Accounts vii. Others please specify Relevant Documentary Proof to be submitted	5 marks: All the 5 channels 3 marks: 3-4 channels 2 marks: 2 channels 1 mark: 1 channel 0 mark: no channel	5	
4	Ability to support multiple languages on the program portal of the Bank List of languages supported to be provided Relevant Documentary Proof to be submitted	03 marks: Capability to support ≥ 2 languages on the Bank Program portal 1 marks: No capability to support languages other than English on the Bank program portal	3	
5	Capability to provide Offer Module managing various offers. Undertaking to be provided to this effect signed by authorised signatory.	03 marks: Capability in providing Offer Module managing various offers 0 marks: No capability in providing Offer Module managing various offers	3	
6	Capability to use necessary powerful AI/ML enabled intelligence and Geo Tagging Undertaking to be provided to this effect signed by authorised signatory.	5 marks: Capability to use necessary intelligence and Geo Tagging 0 marks: No Capability for use of necessary intelligence and Geo Tagging.	5	
7	Capability to integrate with various channel partners Copy of valid documentary proof of tie up / agreement with various channel partner.	5 marks: Capability to integrate with various channel partners 0 marks: No Capability to integrate with various channel partners	5	

Sl. No	Evaluation Criteria	Selection Parameters	Max Marks	Marks Obtained
8	<p>Capability of providing multiple options for customers to redeem their loyalty points across various redemption categories.</p> <p>Relevant Documentary Proof/Self Declaration signed by authorised signatory to be submitted</p>	<p>7 marks: Capability in providing redemption across 12 or more categories</p> <p>05 marks: Capability in providing redemption across 6 to 11 categories</p> <p>0 marks: Capability in providing redemption across upto 5 categories</p>	7	
9	<p>Ability to provide Premium Customers of the Bank with Concierge Service where the bidder will manage customised requests of Bank customers by being a single point of contact.</p> <p>Undertaking to be provided to this effect signed by authorised signatory.</p>	<p>03 marks: Ability to provide Premium Customers of the Bank with Concierge Service</p> <p>0 marks: No Ability to provide Premium Customers of the Bank with Concierge Service</p>	3	
10	<p>Capability to provide customers the option to view their Reward point statement and to redeem their loyalty points across categories through:</p> <ol style="list-style-type: none"> Dedicated Mobile Application both in iOS & Android Platforms Web Portal Interface with Bank's Mobile Banking/Internet Banking <p>Bidder to submit certificate to this effect on client letter head signed by authorized signatory.</p>	<p>03 marks: Capability in providing reward point statement and redemption through all the 3 platforms</p> <p>0 marks: No capability in providing reward point statement and redemption through all the 3 platforms</p>	3	

Sl. No	Evaluation Criteria	Selection Parameters	Max Marks	Marks Obtained
11	Number of direct retail Merchant tie-ups where customer can earn accelerated rewards points and/or redeem reward points (either online or off line) Copy of valid documentary proof of tie up / agreement with direct retail merchants.	3 marks: Ability to provide tie-up with 35+ merchants 2 marks: Ability to provide tie-up with 30+ merchants 1 marks: Ability to provide tie-up with 20+ merchants	3	
12	Ability to manage redemption using Points + Bank's other electronic payment channels Relevant Documentary Proof/Self Declaration signed by authorised signatory to be submitted	02 marks: Capability to manage redemption using Points + Bank's other electronic payment channels 0 marks: No capability to support redemption using Points + Bank's other electronic payment	2	
13	Ability to provide an Administration module to the Bank to access product wise and collective, individual customer reward point plus redemption details along with detailed MIS as desired. Undertaking to be provided to this effect signed by authorised signatory.	4 marks: Ability to provide an Administration module 0 marks: inability to provide an Administration module	4	
14	Fully integrated communication management to send e-mail/ SMS and customized campaigns at every step of the loyalty program process Relevant Documentary Proof/Self Declaration signed by authorised signatory to be submitted	02 marks: Capability to provide integrated communication management 0 marks: No capability to support integrated communication management	2	

Sl. No	Evaluation Criteria	Selection Parameters	Max Marks	Marks Obtained
15	Loyalty Program Methodology and Approach evaluation based on vendor's presentation about offered solution, approach and implementation methodology, timeline & support system.	On the basis of Presentation	25	
	Total Points		100	

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

Only those bidders confirming compliance to all the terms & conditions of RFP document i.e. eligibility criteria, and Technical Bid Evaluation score of minimum 70% will be short-listed for next stage i.e. commercial stage.

Final decision for qualification in Technical Evaluation is at the discretion of the Bank.

5.7 OVERALL EVALUATION CRITERIA

The bidders will be invited by the Bank for a presentation on their Technical Bid. The Bank will assess bidder based upon the Technical Bid Evaluation criteria (5.6.1) and the presentation made to the Bank's technical evaluation committee.

BIDDERS FULFILLING THE TECHNICAL BID EVALUATION CRITERIA SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING.

Techno Commercial Bid Evaluation:

- The Criteria for Techno Commercial Evaluation will have weightage of 70:30 (Technical: 70 Commercial: 30).
- Technical evaluation shall be done as per Section 5.6.1.
- Weightage for commercial bid will be calculated on rates quoted by the bidders post Reverse Auction.
- The bidder with the Highest Combined Score (CS-1) shall be selected. In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with Highest Technical Score amongst such bidders shall be the successful bidder.
- The methodology to evaluate the Highest Total Combined Score is as follow;

The Technical Bids will be allotted weightage of 70% while Commercial Bids will be allotted weightage of 30%. A combined score (CS) be arrived at after considering the Commercial quote

and the marks obtained in Technical evaluation with relative weights of 30 % for Commercial bid and 70 % for Technical Bid according to the following formula:

$$\text{Combined Score of A} = 70 \times \frac{\text{Technical Score of A}}{\text{Highest Technical Score}} + 30 \times \frac{\text{Lowest Commercial Bid (Post Reverse Auction)}}{\text{Commercial Bid of A (Post Reverse Auction)}}$$

The bidder obtaining the Highest Combined Score in evaluation of technical and commercial evaluation will be ranked CS-1 followed by proposal securing lesser marks as CS-2, CS-3 etc. Bidder securing Highest Combined Marks and ranked CS-1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

Example:

Sl	Bidder	Technical Score (TS)	Commercial Bid (CB)	Weighted Technical score= [70 X TS/TS (highest)]	Weighted commercial Score = [30X CB lowest)/CB]	Weighted Combined Score (CS)
1	AA	85	600	66	30	96
2	BB	90	800	70	22	92
3	CC	80	700	62	25	87

In above example:

The bidder “AA” with the highest combined score becomes the successful bidder (CS-1).

Note: The combined score shall be calculated upto two decimals.

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

The Bank’s decision is FINAL in this regard.

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.

5.8 AWARD OF CONTRACT

On completion of evaluation process of Technical & commercial bids as given in evaluation process, Bank will determine the CS1 bidder and contract will be awarded to the bidder.

- The selected Bidder will sign the Contract/Agreement with the Bank.
- The selected bidder will also provide the performance bank guarantee of an amount equivalent to 3 % of contract value
- Purchase order (PO) issued will be an annexure for such Contract/Agreement.
- In case of merger of any other entity with the bank, the terms and conditions as per this RFP will remain valid till the **contract period of 3 years** or extended period in accordance with RFP as may be applicable.

5.9 INSPECTION AND AUDIT

- It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empaneled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank.
- Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within 15 days and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control

and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

- The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.
- The Bank may audit Service Provider's records during normal business hours related to the Services covered under this Agreement.
- The service provider should comply with the security controls parameters as defined by regulatory authorities.

6. GENERAL TERMS & CONDITIONS

6.1 REJECTIONS OF BIDS

The Bank reserves the right to reject the Bid if,

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

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

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

Any clarifications to the RFP should be sought by email as per the dates mentioned in “**Tender Notice - Bid details in Brief**”. Responses to the queries will be uploaded on Bank's website through corrigendum notice within 1 week from last date of submission of queries of the

bidders. Bank at its option may hold a pre-bid meeting, to answer all the questions / queries submitted by email, the date for which would be intimated through corrigendum notice which will be uploaded on bank's website.

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

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

6.2 REPRESENTATION AND WARRANTIES

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

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

instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or

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

6.3 RELATIONSHIP OF PARTIES

- i. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Punjab National Bank and Successful Bidder.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

- iii. Punjab National Bank have no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.
- v. The Successful Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Successful Bidder its prior written consent.

The employees engaged by the bidder Company shall be deemed to be the employees of bidder Company only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The bidder Company 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 or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is a master –servant relationship between the parties. The relationship is on principal to principal basis.

The bidder company shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including, 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, remain payable with respect to his personnel/employees. The bidder company will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable labour legislations".

6.4 NO ASSIGNMENT

The empanelment cannot be transferred or assigned by the Bidder without the prior written approval of the Punjab National Bank. That if the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently

entered into at the discretion of Bank or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Bank's prior written consent, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality

6.5 NO RIGHT TO SET OFF

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.

6.6 PUBLICITY

Any publicity relating to the work to be carried out in BANK towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary and prior permission has been taken from Bank. All the bidders must give a declaration in this regard duly signed by them.

6.7 CONFLICT OF INTEREST

The Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / empanelment as soon as practical after it becomes aware of that conflict.

6.8 SOLICITATION OF EMPLOYEES

Both the parties agree not to hire, solicit, or accept solicitation (directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment for the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

- i. Initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- ii. Respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- iii. Has been terminated by a party prior to the commencement of employment discussions with the other party.

6.9 NOTICES AND OTHER COMMUNICATION

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

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

6.10 ASSOCIATE

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

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

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

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

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

6.11 INDEMNITY

The bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses

(including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

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

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

Bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes 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 others 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/licenses supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

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

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

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

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

6.12 SUBSTITUTION OF TEAM MEMBERS

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

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

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

6.13 LIMITATION OF LIABILITY

- i. The Service Provider's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under the project regardless of the form or nature of the action giving rise to such liability shall be limited to the fee paid by the Bank to the Service Provider for the service.
- ii. The Service Provider's liability in case of claims by the banks resulting from its willful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Service Provider, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be limited to the fee paid by the Bank to the Service Provider for the service.

- iii. The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement.
- iv. Under no circumstances the bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v. Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the bank for any consequential/ incidental, or indirect damages arising out of this agreement. However, the Bank will not be liable to bidders for any such consequential/ incidental, or indirect damages arising out of this agreement.
- vi. All employees engaged by the party shall be in sole employment of the party and the party shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the party.
- vii. In the following circumstances limitation of liability shall not apply and the service provider shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-
 - a. Breach of the confidentiality provisions
 - b. Employment liabilities for service provider's staff relating to the period of their employment within **contractual period while working with purchaser Bank** and;
 - c. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
 - d. Any other breach caused due to the non-performance of the obligations of the service provider under the Agreement.
 - e. This limit shall not apply to third party claims.

6.14 CONFIDENTIALITY (Annexure 27)

- i. All Punjab National Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the bidder irrevocably agrees and undertakes and ensures that the bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of PNB nor shall use or allow to be used any information other than as may be necessary for the due performance by the bidder of its obligations hereunder.

- ii. The bidder shall not make or retain any copies or record of any Confidential Information submitted by Punjab National bank's other than as may be required for the performance of the Vendor obligation under this Agreement.
- iii. The bidder shall notify Punjab National Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- iv. The bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by bidder or its affiliates. The bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- v. The bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Punjab National Bank under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing it's any obligations under this Agreement.
- vi. It shall be the incumbent duty of the bidder to undertake not to disclose any business related information of Punjab National Bank to any third person and the Vendor shall keep all knowledge of the business activities and affairs of Punjab National Bank strictly confidential and also to ensure that neither the bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Punjab National Bank.
- vii. However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - a) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - b) Prior to the disclosure by Banks was known to or in the possession of the Vendor at the time of disclosure;
 - c) Was disclosed or parted with the prior consent of Punjab National Bank;
 - d) Was acquired by the bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Punjab National Bank.
- viii. The bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

- ix. Notwithstanding above Punjab National Bank shall take all the reasonable care to protect all the confidential information of bidder while performing of the services.

The provisions of this Clause shall survive the termination of this Agreement.

The bidder shall not, without prior written permission of the bank to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party.

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.

Bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.

That Bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

The Bidder shall provide access of the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less stricter terms than this Agreement. Even if some Bidder's employee leaves the job, he will neither share any information about bank Network Security with anybody else nor he will use it for his new job. Bidder shall continue to be responsible for any such act of its ex-employee.

Bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of Bidder. Bidder shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Vendor will keep all the data, sources and information confidential and will not disclose or release it to any other party.

6.15 PAYMENT TERMS

All payments for the complete project of loyalty rewards programme shall be made by Digital Banking Transformation Division, Head office.

The bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

The payments would be initiated post implementation of the complete program inclusive of requisite integrations and would be billed to Bank on monthly basis after the program is made

live for the customers. All payments will be released within 30 days of receipt of claim on submission of all relevant documents and proofs.

a) Original copy of the Invoice (with Certified Xerox copy)

- TDS on payments will be deducted as applicable.
- Applicable Goods and Services Taxes will be paid extra at actual. Bidder has to mention GSTN in the invoice.
- In case of Liquidated Damages/Penalty levied to the bidder, GST on LD/Penalty amount shall also be recovered from the bidder.
- Authenticated copy of GST return shall be submitted along with claim documents.

Bidder has to mention GSTN and HSN/SAC number along with bank's GSTN in the invoice. Without the same, GST will not be payable.

The payments will be released through NEFT/ RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

Failure of the Selected Bidder to comply with the requirement of executing Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

6.16 VISITORIAL RIGHTS

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

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

Bank's auditors would execute confidentiality agreement with the Bidder provided that the auditors would be permitted to submit their findings to the Banks, which would be used by the Banks. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Bank's appointed External auditors/ Regulators have right to audit and right to examine the PMS facilities, activities and assets (hardware and software).

6.17 COMPLIANCE WITH LAWS

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

6.18 SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT

The selected Bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment or as intimated by the Bank. If the contract is not signed within the given period, Bank reserves the right to blacklist/debar the said successful bidder 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

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

6.19 ACCEPTANCE OF ORDER (ORDER PLACEMENT)

Orders will be placed by the Bank. The 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 also Bank reserves the right to blacklist/debar the said successful bidder if the order is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.

6.20 NON 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 OEM as per existing terms & conditions and rate accepted by OEM. The said vendor will have to bear the difference of cost if any of such item / product purchased by Bank from OEM (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the said 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.

6.21 FORCE MAJEURE

Notwithstanding the above provisions, the vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the 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 vendor and not involving the vendors' fault or negligence and not foreseeable such as including:

- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d) Transportation delay due to force majeure or accidents;
- e) Strikes, lockouts and sabotages;
- f) Riots and civil commissions; etc.
- g) Lockdown imposed by Govt., Pandemic declared by Govt and Quarantine restriction imposed by the govt. etc.

Provided that either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Agreement as far as is reasonably practical. The bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate Agreement without giving any further notice to the bidder. Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.

6.22 PENALTY AND LIQUIDATED DAMAGES

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

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

PENALTY ON DELIVERY OF PRODUCT

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

The SLA will be reviewed monthly or as and when required by the bank. The bidder has to abide by the timelines and other parameters mentioned in the SLA. SLA violation will attract appropriate action to be taken by Bank which may include deduction from residual payment or even revoking the PBG.

PENALTY ON NON-PERFORMANCE POST DELIVERY OF PRODUCT

Further, Penalties will be applicable due to downtime of the Loyalty Solution as under:

Performance Area	Parameter	Penalty Amount
Uptime	100% - 99.5%	NIL
	99.49% to 97%	Up to 5% of monthly fee
	96.99% to 95%	Up to 10% of monthly fee
	Less than 95%	Up to 15% of monthly fee

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

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

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

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

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

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

If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. SLA violation will attract penalties.

6.23 TERMINATION

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

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

- Breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- Failure by bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the bidder is not as per the prescribed time line, and found to be unsatisfactory or unsatisfactory services, non-capable resources or non-initiation of services within 7 days of order contract.
- Supply of substandard materials/ services Or
- Delay in delivery / installation / commissioning of services Or
- If deductions of penalty exceeds more than 10% of the total contract price.
- Violation of terms & conditions stipulated in this RFP.
- Change in Bank Policy
- Discrepancies / deviations in the agreed processes and/or products
- Unsatisfactory performance of complete solution

Decision of the Bank regarding quality of services will be binding on the Vendor.

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

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

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

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

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

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

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

As part of Reverse Transition Services, Bank shall have the right, and Bidder shall not object to or interfere with such right, to contract directly with any Bidder's subcontractor.

Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement by giving 30 days prior notice to the vendor without assigning any reason whatsoever.

6.24 PRIVACY AND SECURITY SAFEGUARDS

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

6.25 RESOLUTION OF DISPUTES

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably., the same shall be settled by arbitration by a sole arbitrator appointed mutually by the parties after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.. For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the other party a panel of three names of persons presently unconnected the work being executed.

The other party shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If the other party fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator.

The Arbitration shall be held in Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties. Each party to bear their own costs unless directed otherwise.

This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, any dispute/appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The arrangement between both the parties shall continue the work under the agreement during the arbitration proceedings unless otherwise directed in writing by any of them 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.

6.26 JURISDICTION OF COURT

This RFP/contract agreement shall be governed by the laws of India.

6.27 SEVERABILITY

In the event that any of the provisions contained in this RFP is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in RFP will not be in any way affected or impaired by such a finding.

6.28 DATA PROTECTION

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

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

6.29 PAYMENT

The terms of payments will be as follows:

No advance payment against purchase order.

No Octroi / Entry Tax will be paid after payment of final installation.

The bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to

withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

All payments will be released from the bank within 30 days of receipt of claim on submission of all relevant documents and proofs.

- Original copy of the Invoice (with Certified Xerox copy)
- TDS on payments will be deducted as applicable.
- Applicable Goods and Services Taxes will be paid extra at actual. Bidder has to mention GSTN in the invoice.
- In case of Liquidated Damages/Penalty levied to the bidder, GST on LD/Penalty amount shall also be recovered from the bidder.
- Authenticated copy of GST return shall be submitted along with claim documents.

The payments will be released through NEFT/ RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments

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

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

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

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

Annexure 01 – CHECK LIST

Sl.	Particulars	Submitted (Yes/No)	Upload related document	Page No. of Hard Copy (In case, Submitted YES)	Remarks (In case, Submitted NO)
1	Proof of RFP Cost				
2	Proof of EMD				
3	Certificate of Incorporation				
4	Compliance to Eligibility Criteria (Clause 4.4 of RFP)				
5	Audited Balance Sheets & Profit & Loss Statements for FY 2019-20, 2020-21 and 2021-22				
6	Undertaking (Annexure 2)				
7	Conformity with Hardcopy Letter (Annexure 3)				
8	Conformity Letter (Annexure 4)				
9	Profile of Proposed Team Leader & Core Team Member (Annexure 5)				
10	Performance Guarantee (Annexure 6)				
11	Integrity Pact (Annexure 8)				
12	Methodology and Detailed Project Plan (Annexure 9)				
13	Format for Submission of Deliverables (Annexure 10)				
14	Format for Submission of Project Timelines (Annexure 11)				
15	Letter of Authorization doe submission of Response (Annexure 12)				
16	RFP Response covering letter (Annexure 13)				
17	Compliance Statement (Annexure 14)				
18	Undertaking for not black-listed (Annexure 15)				
19	Self-Affidavit / Declaration for Class – I Local Supplier (Annexure 16)				
20	Bidder's Profile (Annexure 17)				
21	Experience in Loyalty Rewards Program Implementation (Annexure 18)				
22	Litigation Certificate (Annexure 19)				
23	Turnover Certificate by CA (Annexure 20)				
24	Pre-Bid Queries Format (Annexure 21)				
25	Letter of authority for participation in Reverse Auction (Annexure 22)				
26	Authorisation letter format (Annexure 23)				
27	Undertaking for Labor Law Compliance (Annexure 24)				
28	Undertaking for Bug Free Software (Annexure 25)				
29	Customer Credential letter (Annexure 26)				
30	Non-Disclosure Agreement Letter (Annexure 27)				
31	Escalation Matrix (Annexure 28)				
32	Bank Guarantee for Earnest Money Deposit (Annexure 29)				

Seal of Company:

Annexure 02 - UNDERTAKING

To,

**The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001**

Sir,

Sub: RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

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

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

We agree to abide by this Tender Offer for 12 months from last date of bid submission and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

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

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

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

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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

PUNJAB NATIONAL BANK

Annexure 03 - CONFORMITY WITH HARDCOPY LETTER

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

To,

**The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001**

Sir,

Sub: RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

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

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

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 04 - CONFORMITY LETTER

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

To,

The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office - Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001

Sir,

Sub: RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

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

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

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 05 - PROFILE OF PROPOSED TEAM LEADER AND CORE TEAM MEMBERS

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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

Annexure 06 - PERFORMANCE GUARANTEE

PERFORMANCE BANK GUARANTEE FORMAT

((To be stamped in accordance with stamp act))

To,

**The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001**

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

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

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

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

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

- 1 Wedo hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......./-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.
- 2 Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Banks shall be conclusive as regards the amount due and payable by us to you.
- 3 This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- 4 You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.

- 5 The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, Bidder or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
- 6 In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
- 7 Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
- 8 Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
- 9 The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10 The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
- 11 The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
- 12 We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
- 13 Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)

- b. this Bank Guarantee shall be valid and remain in force upto and including the date and
- c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
- 14 We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Banks.

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

For and on behalf of

Branch Manager Seal and Address

Annexure 07 - COMMERCIAL BID

To be submitted Online only

Parameter	One Time	Year 1	Year 2	Year 3
One Time Set Up Cost	X	N.A	N.A	N.A
Admin Fees	N.A	Y1	Y2	Y3
Call Center/Support Fees	N.A	S1	S2	S3

Total Cost = $X + Y + S$

where $Y = (Y1 + Y2 + Y3)$

and $S = (S1 + S2 + S3)$

(Commercials to be quoted upto two decimals)

* Total fee quoted above shall be all inclusive i.e., Professional Fee as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.).

* Total fee quoted above shall be all inclusive of providing the Website/Mobile App and Call Center service and providing the support persons onsite, if required.

The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. Applicable tax will be separately paid by the Bank on actual at the prevailing rate and must be excluded from the above quote.

However GST shall be paid by the Bank 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 services.

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

Total fee quote mentioned above will be considered for evaluating Commercial bid evaluation.

Points per transaction to be given to customer will be decided as per Bank's discretion and may be changed depending on the latest market trends and the offers applicable.

Value of Points accrued (in Rupees) will be decided as per Bank's discretion.

Cost of Reward provided to customer to be reimbursed by the bank on actuals for offers or cashback for points when redeemed by customers on monthly basis.

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PUNJAB NATIONAL BANK

Annexure 08 - INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

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

Section 5- Previous transgression

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

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken.

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

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure 09 - METHODOLOGY AND DETAILED PROJECT PLAN

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 10 - FORMAT FOR SUBMISSION OF DELIVERABLES

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 11 - FORMAT FOR SUBMISSION OF PROJECT TIMELINES

	Timeframe						Resources and time proposed
1.Activities including Deliverables	Month1	Month 2	
2.Milestones							

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 12 - LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE

To,

**The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001**

Dear Sir,

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

REF: Your RFP: _____ dated _____

This has reference to your above RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

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

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

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

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

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

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

Annexure 13 – RFP RESPONSE COVERING LETTER

Date:XX/XX/2022

To,

**The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001**

REF: Your _____ dated _____

RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

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

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

We certify that we are in compliance with eligibility criteria as mentioned in this RFP.

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

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

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

We understand and agree that non-compliance to RFP terms may lead to cancellation of our empanelment and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and black-listing.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 14 - COMPLIANCE STATEMENT

REG: RFP FOR IMPLEMENTATION OF END-TO-END LOYALTY REWARDS PROGRAMME FOR VARIOUS DIGITAL CHANNELS OF PUNJAB NATIONAL BANK

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 15 - FORM OF SELF AFFIDAVIT / DECLARATION (NOT UNDER LEGAL ACTION AND NOT BLACKLISTED)

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

We, M/s _____, are one of the BIDDERS for providing services to Punjab National Bank as per your " RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank " dated _____ under reference number of _____.

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

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

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

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

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

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 16 - SELF AFFIDAVIT / DECLARATION FOR CLASS-I LOCAL SUPPLIER

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

Date:

To,

**The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001**

We, M/s _____, are one of the BIDDERS for providing services to Punjab National Bank as per your “RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Punjab National Bank” dated _____ under reference number of _____. We certify that we are eligible Class-I Local Supplier and the local content is more than 50%, as specified in the RFP document.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 17 - BIDDER'S PROFILE

(On Bidder's Letterhead)

Sl. No.	Criteria	Documents to be submitted in support
1.	Name of the Bidder Company/Firm	
2.	Date of incorporation of the Bidder Company/Firm	
3.	Complete Address of the Bidder Company/Firm	
4.	Name and contact details of the Authorized Signatory	
5.	Particulars of the authorized signatory: (i) Name (ii) Designation (iii) Contact Number (iv) Fax number (v) E-mail id	
6.	Turnover, Networth and P&L Details of last three Financial Years (2019-20, 2020-21 and 2021-22)	
7.	Number of persons proposed to be assigned for this assignment and their profiles	
8.	Name, address and bank account number of the Bidder's bank	
9.	PAN of the Bidder Company/Firm	
10.	Service Tax Registration Number/ GST Registration Number of Bidder	
11.	Office address at Delhi-NCR, Mumbai & Kolkata	
12.	List of full time professional staff of the Bidder including its affiliates/group companies/member firms working under the common brand name and engaged in similar activities of providing advisor/financial services in India.	
13.	Presence in how many cities in India – Please furnish names of the same	
14.	Any other information considered relevant by the Bidder	

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

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 18 - EXPERIENCE IN LOYALTY REWARDS PROGRAM IMPLEMENTATION

(To be submitted on the letter head of the bidder)

Ref. No.....

Place: _____

Date: _____

To,

The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001

Dear Sir,

Sub: RFP-.....

Name of the Bidder: _____.

Details of Loyalty Rewards Program Implementation services to meet eligibility criteria:

Sl.	Organisation Name	Details of the Solution/Service	No. of Loyalty Reward customers managed	Avg. no. of Transactions per month
01.				
02.				
03.				
04.				

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

(All details quoted above to be supported by respective bank's declaration)

Annexure 19 - LITIGATION CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

Reg.: **RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank**

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:

Annexure 20- TURNOVER CERTIFICATE

Reg: RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

to be provided by Statutory Auditor/Chartered Accountant on their letter head

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2019-20, 2020-21 and 2021-22.

Financial Year	Total Turnover (in Rs.) (A)	Operating Profit/Loss (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)	Out of A, Turnover from their Indian operations/ services from Indian Operations from Software Implementation Services. (in Rs.) (B)	Out of B, Turnover from Loyalty Rewards Program (C)
2019-20						
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:

Annexure 21 - PRE – BID QUERIES FORMAT

The queries should be submitted in the below mentioned format by prospective bidders only preferably in excel sheet:

Name of the Bidder Company: -

S. No.	Page No./ Point No	RFP Clause	Suggestion/Concern	Justification
1				
2				
3				
4				
5				

Queries should be mailed to e-mail Id: dbtd.procurement@pnb.co.in as per scheduled date:

Yours faithfully

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 22 - LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION
(to be submitted at the time of Reverse Auction)

To,

The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001

1. We _____ (name of company) have submitted our bid for participating in Bank's RFP reference number _____ (ref no of RFP) dated _____ for Loyalty Rewards Solution.
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr./ Ms. _____, designated as _____ of our company to participate in Reverse Auction.
4. We accordingly authorize Bank to issue user ID and password to the above named official of the company, if any.
5. Bank shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honour the Bids placed by Mr./ Ms. _____ on behalf of the company in the auction process. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name :

Designation within Company/ Organization:

Company/ Organization:

Address of Company/ Organization –

Date :

Name of Authorized Representative: _____

Designation of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Signature of Verifying Authority: _____

Date: _____

Annexure 23 - AUTHORIZATION LETTER FORMAT

(Pre – Bid meeting)

(On organizations letter head)

To,

The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001

Dear Sir,

SUB: Authorization Letter for attending the Pre-bid meeting and Bid Opening.

REF: YOUR RFP NO:

This has reference to our above RFP for Loyalty Rewards Solution, Mr. / Ms. _____ is hereby authorized to attend the Pre-bid meeting & Bid opening of the subject RFP _____ on _____ on behalf of our organization.

The specimen signature is attested below:

Attested photograph
of authorized persons

Specimen Signature of Mr./Ms

Signature of Authorizing Authority Signature of Attesting Authority

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 24 - UNDERTAKING FOR LABOUR LAWS COMPLAINEE

To,

The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001

Sir

Reg: RFP for Implementation of End-to-End Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 25 - UNDERTAKING FOR BUG FREE SOFTWARE

To,

The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001

Sir,

Reg.: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

We, M/s_____ are the Service provider for the Loyalty Rewards Solution which are being offered to Punjab National Bank by us and if selected as vendor we hereby undertake to comply the following guidelines under this RFP: -

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 26 – CUSTOMER CREDENTIAL CERTIFICATE

(To be submitted on the letter head of the concerned organization)

To,

The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001

Sir,

Reg.: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

This is to certify that (Name of the Vendor) has provided Loyalty Rewards Programme for various Digital Channels in our Bank /Organization. The performance of the above said Solution is satisfactory and there are no adverse observations as regards to the performance of the services rendered by the (Name of the Vendor). Their services are prompt and complete.

S. No	Project Details	Platform in which Developed
1		
2		
3		
4		
5		

Place:

Date:

Seal & Signature

(of Concerned Bank/ Organization)

Annexure 27 – NON-DISCLOSURE AGREEMENT

This Confidentiality–cum-Nondisclosure Agreement (herein after referred to as 'Agreement') is entered into at New Delhi on this _____ day of _____ 2022,

Between

M/s _____, a company registered under meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called 'Vendor');

And

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Plot No 4, Dwarka Sector 10 New Delhi – 110075 and inter-alia, its Digital Banking Transformation Division at 3rd Floor, Plot No. 5, Institutional Area, Sector 32, Gurugram – 122 001 (herein after referred to as 'Bank').

Vendor and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

WHERE AS: -

i. Vendor inter-alia is engaged in the business of providing _____, IT related solutions & services to various business entities in India.

ii. The Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to" ("the Purpose") as more particularly described in Purchase Order no Ref: _____ Dated _____, issued by the Bank in favour of M/s. _____.

The Vendor and the Bank would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Service Level Agreement dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets, confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates, associates, joint ventures partners, sub-contractors and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement "Confidential Information" means

- a) As used in this Agreement, the term 'Confidential Information' shall not be limited to all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of any appropriate prominently placed Confidential stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, confidential stamp or legend, shall constitute confidential information if the disclosing

party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such confidential information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.
- c) Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the "Disclosing Party".

2. Confidentiality

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder, the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavour:

- I. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or

employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

- IV. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Non-Disclosure of Proprietary / Confidential Information

For the period during the Agreement or its renewal, the Recipient will:

- a. Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others
- b. Protect the Proprietary Information against disclosure to third parties in the same manner and with the same degree of care and responsibility, with which it protects its confidential information of similar importance and nature: and
- c. Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations

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

- a. is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient
- b. is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation
- c. becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information
- d. Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e. Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that, the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all written Confidential Information including drawings, documents and other tangible manifestations of

Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof for analyses, compilations, notes, studies, memoranda etc.) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party without any extra cost/charge or with the consent of the other party, destroy the Proprietary Information of the other party all Confidential Information of disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof. The receiving party shall provide a written certification of such return or destruction by the authorized representative of the disclosing party.

6. Communications

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

7. Term

The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Confidential Information) will be valid for perpetual basis from the date of execution of Service Level Agreement which term may be extended by mutual consent in writing of both the parties. This Agreement may be terminated by the BANK by giving thirty (30) days' notice in writing to the other party without assigning any reason whatsoever. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialise into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non-Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement.

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

8. Damages

- (a) Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardise or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.
- (c) Each party agrees to indemnify the other against loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
- (e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

9. Permitted disclosure

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

10. Ownership of Information

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

11. No Representation

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

12. Remedies and Relief

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing

Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its penalty, cost and expenses including Advocate's fees.

13. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

14. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

15. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

16. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

17. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi.

18. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims etc. incurred by the Disclosing Party as a result of a breach of this Agreement.

19. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

20. Arbitration & Governing Law

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act of 1996 by a sole arbitrator appointed by the Bank. The Arbitration conducted under the Arbitration and Conciliation Act, 1996. The Arbitration shall be held in Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

This Agreement will be governed by Indian laws. Subject to clause on Arbitration above, The Courts of Delhi shall have exclusive jurisdiction to the extent the judicial intervention is permitted by the Arbitration and Conciliation Act, 1996.

21. Miscellaneous:

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c. The Agreement shall be construed and interpreted in accordance with the laws Prevailing in India.
- d. Each party will bear its own costs in connection with the activities undertaken in Connection with this Agreement.
- e. Nothing in this Agreement is intended to confer any rights/ remedies under or by Reason of this Agreement on any third party.
- f. This Agreement supersedes all prior discussions and writings with respect to the confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be struck off from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

The confidentiality terms of the Service Level Agreement and of this Agreement shall be construed harmoniously. However, in case of inconsistency, the terms, having wider ramifications, shall prevail.

22. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

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

1. For and on behalf of Punjab National Bank

Witness:

2. For and on behalf of (Name of the Company)

Witness:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 28 – ESCALATION MATRIX

(To be submitted on the letter head of the concerned organization)

To,

The Assistant General Manager
Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001

Sir,

Reg.: RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Punjab National Bank

We hereby submit the escalation matrix of our organization
(M/s _____) for resolution of issues relating to
the captioned solution as following:-

Sl.	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:

Annexure 29 – PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

**Digital Banking Transformation Division (DBTD HO),
Head Office -Punjab National Bank,
3rd Floor, Plot No 5, Sector – 32,
Gurugram, Haryana - 122001**

Dear Sir,

In accordance with your bid reference no. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called 'bidder') wish to participate in the said bid for RFP for Implementation of Loyalty Rewards Programme for various Digital Channels of Punjab National Bank.

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.

"Not withstanding anything contained herein above

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

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

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

_____ Day of _____ 2022 at _____

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:
