

**PUNJAB NATIONAL BANK**



**(Open Tender)**

**RFP for Selection of Application Services  
Provider for Internet Banking Services to  
customers of Sponsored RRBs**

**RFP REF NO. PNB/HO/DBTD/IB/02/2023-24**

**DATED: 24/05/2023**

Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,  
Head Office, Sector 10, Dwarka, New Delhi – 110075  
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This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives and is meant only for the entities who are qualified to submit their Proposal (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

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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/purchaser refers to ‘Punjab National Bank’
2. Recipient, Respondent, Bidder means the respondent to the RFP document.
3. Proposal, Bid means “Response to the RFP Document”.
4. Tender means RFP response documents prepared by the Bidder and submitted.
5. Vendor means the successful bidder.
6. DC means Data Centre located at Delhi.
7. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
8. Purchaser/Bank/PNB means Punjab National Bank.
9. GeM means Government e Marketplace (GeM), National Public Procurement Portal by Government of India

## GENERAL TENDER DETAILS

RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs		
1.	Place of Submission of Bids	Assistant General Manager Punjab National Bank, Procurement Department, Digital Banking Transformation Division, Head Office, Sector 10, Dwarka, New Delhi – 110075
2.	Address for communication	Punjab National Bank, Procurement Department, Digital Banking Transformation Division, Head Office, Sector 10, Dwarka, New Delhi – 110075 Mob. 9468480937
3.	Contact to Bidders	Interested Bidders are requested to send the email to <a href="mailto:dbtd.procurement@pnb.co.in">dbtd.procurement@pnb.co.in</a> containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.
4.	Earnest Money Deposit	<p><b>₹1,80,00,000/- (Rupees One Crore Eighty Lacs only)</b> should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, Digital Banking Division payable at New Delhi. BG should be valid up to 12 months from the last date of bid submission.</p> <p><i>Please mention 'RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs– EMD Fee'</i></p> <p>Bank &amp; Branch: Punjab National Bank, Centralized ATM Cell, New Delhi. Imprest Account: <b>0153002200175716</b> favoring Digital Banking Transformation Division. IFSC Code: PUNB0522800</p> <p>* MSE bidder is exempted from payment of Bid Security[Earnest Money Deposit(EMD)] if bidder can furnish</p>

		<p>requisite proof subject to the satisfaction of Bank. Startup bidder recognize by Department of industrial policy and promotion (DIGP) are also exempted from deposit of EMD.</p> <p><b><u>Performance Security:</u></b></p> <p>Performance Bank Guarantee (Security Deposit) of 10% of Purchase Order amount to be submitted by successful bidder within thirty days of date of Purchase Order.</p>
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## IMPORTANT INSTRUCTION FOR SUBMISSION OF BID

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

Sr.	Documents	From Page	To Page
2	Proof of EMD (Annexure – XV)		
3	Power of Attorney and Copy of Board Resolution		
4	Terms and Conditions (Annexure-I)		
5	Undertaking By The Bidder (Annexure-II)		
6	Compliance to Eligibility Criteria (Annexure-III)		
7	Technical And Functional Evaluation (Annexure-IV)		
8	Bidders Information (Annexure-V)		
9	Compliance Statement (Annexure-VI)		
10	Certificate of Incorporation		
11	Performance Certificate (Annexure-VII)		
12	Litigation Certificate (Annexure-VIII)		

13	Undertaking for Non- Blacklisted (Annexure-IX)		
14	Turnover Certificate by CA(Annexure-X)		
15	Manufacturer's Authorization Form (MAF) (Annexure-XI)		
16	Undertaking for being the OSD of the offered Application (Annexure-XII)		
17	Technical Specifications (Annexure-XIII)		
18	Performa For The Bank Guarantee For Earnest Money Deposit (Annexure-XV)		
19	Integrity Pact (Annexure-XVI)		
20	Undertaking For On Premises Implementation (Annexure-XVII)		
21	Undertaking For Labour Law Compliance (Annexure-XVIII)		
22	Audited Balance Sheets & Profit & Loss Statements (Annexure-XIX)		
23	Escalation Matrix (Annexure-XX)		
24	Certificate On Shareholding Structure Of OSD(Annexure-XXI)		
25	Certificate On Shareholding Structure Of Bidder (Annexure-XXII)		
26	Technical Boq(Annexure-XXIII (A))		
27	Software Bill Of Material (BOM) (Annexure – XXIII (C))		
28	Resource Bill Of Material (BOM) (Annexure – XXIII (D))		
29	Undertaking of Information Security from the Bidder (Annexure-XXIV)		
32	Audited Balance Sheets & Profit & Loss Statements		
33	Undertaking for having all necessary licenses/permission (EC-Point 2)		
34	Undertaking for being the Prime Bidder (EC-Point 3)		
35	Details of Support Centre (EC-Point 4)		

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

## 1. INTRODUCTION

### **PUNJAB NATIONAL BANK AND SPONSORED RRBs**

With over 82 million satisfied customers and around 10000+ branches/offices and 13000+ ATMs spread across India geographically located at around 3000 centers all across India. The bank enjoys strong fundamentals, large franchise value and good brand image. Besides being ranked as one of India's top service brands, PNB has remained fully committed to its guiding principles of sound and prudent banking. Apart from offering banking products, the bank has also entered the credit card & debit card business; bullion business; insurance business; Gold coins & asset management business, etc. Since its humble beginning in 1895 with the distinction of being the first Indian bank to have been started with Indian capital, PNB has achieved significant growth both in branch network and in business. PNB has the 2nd largest network of branches (of around 10,000 Service Outlets) among Indian banks. Keeping in tune with changing times and to provide its customers more efficient and speedy service, the Bank has taken major initiative in the field of computerization. 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. 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.

PNB has sponsored Nine Regional Rural Banks (RRBs) in order to mobilize financial resources from rural/ semi-urban areas and grant loans and advances mostly to small and marginal farmers, agricultural laborers and rural artisans. The area of operation of RRBs is limited to the area as notified by Government of India covering one or more districts in the State. The Sponsored RRBs are fully computerized and networked in order to achieve the effective and efficient customer services and Back office operations.

The purpose of this RFP is to select service provider for Internet Banking Solution (Both Retail & Corporate) for all the below mentioned RRBs individually. We are having 9 (nine) RRBs sponsored by our Bank with a network of 4613 Branches and 19018 employees. The RRBs sponsored by our bank are as under:

1. Prathama UP Gramin Bank, Moradabad
2. Punjab Gramin Bank, Kapurthala
3. Sarva Haryana Gramin Bank, Rohtak
4. Himachal Pradesh Gramin Bank, Mandi
5. Tripura Gramin Bank, Agartala
6. Bangiya Gramin Vikash Bank, Berhampore
7. Assam Gramin Vikas Bank, Guwahti
8. Dakshin Bihar Gramin Bank, Patna
9. Manipur Rural Bank, Imphal

Above mentioned Regional Rural Banks are running on the same Core Banking Solution (CBS) platform viz. Finacle 10 which is supplied by M/s Infosys. The Data Centre of all the 9 RRBs is hosted at HO: ITD, Delhi And Data Recovery Center available at DR Centre at Belapur, Mumbai.

The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines, MPLS, VSATs, Radio Links and other forms of connectivity, which may emerge in near future.

Punjab National Bank (PNB) invites bids for and on behalf of all the Nine RRBs, from all eligible bidders to provide Retail & Corporate Internet Banking Solution for all RRBs individually. Here after “Bank” refers to all the Nine RRBs. Volumetric of all sponsored RRBs are as below:

S.N	BANK NAME	State	NO OF BRANCHES	Customer Base (Lacs)#
1	DAKSHIN BIHAR GRAMIN BANK, PATNA	Bihar	1078	162.11
2	SARVA HARYANA GRAMIN BANK, ROHTAK	Haryana	668	67.75
3	HIMACHAL PRADESH GRAMIN BANK, MANDI	Himachal Pradesh	266	14.43
4	PUNJAB GRAMIN BANK, KAPURTHALA	Punjab	428	37.15
5	PRATHAMA U P GRAMIN BANK, MORADABAD	Uttar Pradesh	941	120.4
6	ASSAM GRAMIN VIKASH BANK, GUWAHATI	Assam	472	137.67
7	BANGIYA GRAMIN VIKAS BANK, BEHRAMPURE	West Bengal	601	152.19
8	TRIPURA GRAMIN BANK, AGARTALA	Tripura	150	31.83
9	MANIPUR RURAL BANK, IMPHAL	Manipur	26	5.6

# Expected growth will be in range of 20-30 % per annum

## 2. PURPOSE OF THE PROJECT

Bank (now referred as PNB or Bank), through this tender has outlined its vision for selection of Successful Bidder for Setting up & maintenance of Internet Banking Solution for all its Sponsored RRBs.

With the changes of the brand promotion style, local business dynamics, the shifts of customer requirements in the market and competition, it has become imperative for the Bank to enhance its Online presence. PNB recognizes that this is an extensive undertaking and therefore, it would want the Bidder to understand its vision and understand that this project is not just outsourcing but is transformation of business enablement through technology.

Punjab National Bank invites sealed tenders from technically and commercially competitive OSDs (Original Software Developer) or Bidders having IP Rights of the Customization of the offered Internet Banking application/solution for its sponsored RRBs as mentioned above. The OSD and Bidder should be a well-qualified to implement and manage the end-to-end initiative.

Bidder should also ensure that all regulatory requirements as on date and any other systemic changes or new requirements necessitated out of Ministry/other regulatory bodies or other requirements of the Bank between the date of the RFP as well as rollout are made available from day 1.

The bid proposals should include all necessary licenses, implementation, integration, customization and maintenance of the solution.

This Request for Proposal document is solely for the purpose of selecting a supplier of Internet Banking Solution to provide remote, seamless multi-channel Banking experience to Bank's customers. The solution offered by the Bidder should comprise the following:

1. Internet Banking Solution for its customers of Sponsored RRBs (Retail Banking).
2. Internet Banking Solution for its customers of Sponsored RRBs (Corporate Banking).

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for developing and managing software solutions for its Customers for Internet Banking Application. This invitation of Bids is open to all Original Software Developer (OSDs) of the solution/app offered or its authorized representative in India having IP Rights of the customization, provided bidder fulfil the minimum qualification criteria as mentioned in bid document (Annexure-III). Joint bid will not be accepted by Bank.

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

### 3. SCOPE OF WORK

The solution should provide Bank with Internet Banking detailed as under

#### INTERNET BANKING

- Retail Internet Banking
- Corporate Internet Banking

#### 3.1. SCOPE OF WORK – RETAIL INTERNET BANKING

S.No	Module	Functionality
1	Widgets on Dashboard window	Dashboard
2	A/c Details, Balance & Statement	Account Summary Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary Overdraft inquire Lien View Nominee details View or stop issued cheques View Clearing instrument - Inward/Outward (including Cheque Image) Request Cheque Book
3	Operative Accounts	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft Inquire Lien View Nominee details View or stop issued cheques

		View Clearing instrument Request Cheque Book
4	Deposit Accounts	Inquire Lien View Nominee details View Account Statement View Deposit schedule
5	Loan Accounts	View Account Statement View Disbursement schedule View Repayment schedule
6	FD/RD	Premature FD Closure Open Fixed Deposit (FD) A/c Open Recurring Deposit (RD) A/c
7	Transfer to PNB Accounts	Own Accounts Other PNB Accounts
8	Transfer to Other Bank Accounts	NEFT IMPS P2A (24*7 Instant Transfer)
9	Manage Beneficiary	Add Within PNB Payee Add Other Bank Payee View/Modify Beneficiary Details/Limits Confirm New/Modified Beneficiary
10	Manage Template	Manage template as product feature
11	Transaction Status	Completed Transactions Saved Transactions Recurring Transactions Scheduled Transactions All Transactions
12	Mobile Banking Services	Register for Mobile Banking Reset Passwords for Mobile Banking
13	Emergency Services	Debit Card Hotlisting Mobile Banking User Blocking Stop Cheques Last Ten SMS
14	Tax Related Services	Income Tax e-Filing Login Tax Credit (View Form 26 AS) Apply for 15G/15H BBPS
15	Card Related Services	Debit Card Personalization - Update Card Limit ATM Limit POS/E Comm Limit Set/Reset Debit Card PIN
16	Register for Govt. Initiatives	Pradhan Mantri Jeewan Jyoti Bima Yojana Reprint PMJJBY Acknowledgement Reprint PMSBY Acknowledgement Pradhan Mantri Jeewan Suraksha Bima Yojana Atal Pension Yojana
17	Service Request and Tracking	Service Requests FD A/c Opening - Status Tracking

18	Mails & Messages	Internet Banking Mails View Broadcast Messages
19	VPA Management	Manage VPA Add Payee VPA Confirm VPA Payee View/Delete Payee VPA Register
20	VPA Management	Send Money Collect Money Collect Money Approval Complaint Management Transaction History
21	Personal Details & Preferences	Merge Mobile Banking User ID/Beneficiaries Change Account Access Set Preferences Set Account Nick Name Update IBS user Id View Personal Details View Registered Mobile Number
22	Security Settings	Set Limits Enable Transaction Password Change Login Password Change Transaction Password Set Login Time Restriction Set Second Factor Authentication Voice OTP Login SMS Alert for every login
23	SCSS Accounts	Link SCSS Account Make Payment View Account Statement
24	Shopping Mall	Internet Banking Integration for online shopping
25	pre- Login	Registration Forgot Password Green PIN Forgot User Id Enable Transaction

### 3.2. SCOPE OF WORK – CORPORATE INTERNET BANKING

S. No.	Module	Functionality or Screen Name
1	Widgets on Dashboard window	Dashboard
2	View Mini Statement	View Mini Statement
3	Transaction History	Detailed Statement
4	View Flexi fixed Deposit Links	View Flexi fixed Deposit Links
5	Inquire on temporary OverDraft	Inquire on temporary OverDraft
6	Inquire Lien	Inquire Lien
7	View Nominee details	View Nominee details



8	View Clearing Instrument Details	View Clearing Instrument Details
9	New checkbook Request	New checkbook Request
10	Transaction support Services	Modify Transaction Limits
11	Apply Limit for Shopping mall	Modify Transaction Limits
12	Self linked Account Transfer	Own Accounts
13	Account Summary	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft inquire Lien View Nominee details View Clearing instrument
14	Operative Accounts	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft inquire Lien View Nominee details View Clearing instrument
15	Loan Accounts	Inquire Lien View Nominee details View Account Statement View Deposit schedule
16	Deposit Accounts	View Account Statement View Deposit Schedule View Nominee Details
		General- Transaction Approval Self Linked Account Transfer Third party Transfers
17	Transaction Management	Initiate NEFT/RTGS Save as Template General- NEFT/RTGS Scheduled Payment General- Standard instructions for Loan EMI Payment Shopping mall Payments Initiate From Template
18	Transaction support Services	Add/Modify Beneficiary Self Confirmation Manage Template
19	Transaction Enquiry	View Saved Transaction View Scheduled Transactions View Completed Transactions View Recurring Instructions View All Transactions
20	NFT/RTG/IMP/WIB Transactions	General
21	Tax related Services	Income Tax e-filing Log in



22	General Services	Raise a complaint/FeedBack
23	Change Password	Change Login Password Change Transaction Password
24	Change Image/Phrase	Change Image/Phrase
25	Set Preferences	Set Preferences
26	View Personal Details	View Personal Details
27	Approve Request	Approve Request
28	Recall Request	Recall Request
29	Query On Request	Query On Request
30	Workflow	Approval hierarchy Work delegation

The main objective of this project is to provide Internet banking applications for Retail as well as for Corporate customers.

The proposed **Omni Channel Digital Banking Solution** should broadly cover the following features-

- a. Seamless Integration between Internet & Mobile Banking Platform
- b. Provision to Integrate to other channels as defined by the Bank
- c. Solution should have a stable environment, should be responsive that meets the latest UX and UI trends
- d. The web-based solutions needs to be built on a single code base that automatically adjusts to screen sizes, performs effectively on desktop (including wide screens), laptop, mobile, and tablet across all operating systems and multiple browsers.
- e. The color palette used in the design phase should be based on the corporate colors of the Bank.
- f. The solution should have multi-lingual interface supporting all languages (22 in nos.) contained in eighth schedule of Indian Constitution.
- g. The solution should be intuitive, well-organized, aesthetically pleasing, visually compelling and representation of the excellence that our clients expect from PSB
- h. Simple user interface that is easy to navigate
- i. All pages should have print version
- j. Bidder should ensure encryption of data at rest and data in motion
- k. The solution must be viewable on multiple platforms, resolutions and browsers
- l. The solution should deliver a consistent and delightful Customer Experience
- m. It is the responsibility of the Bidder to maintain the transaction logs as per the guidelines issued by RBI.
- n. The solution must comply with all the Operative Guidelines for Mobile & Internet Banking Transactions in India issued by RBI, NPCI and any other regulatory body with any further guidelines and mandates issued for Mobile & Internet Banking Transactions.
- o. Bidder is free to decide the zero data loss methodology either through Host Based replication or storage-based replication or hybrid which will ensure bank to experience RPO of 5 minutes and RTO of 1 hour. Bidder has to ensure that replication is performed for both database and application.
- p. Separate layer for Web, presentation and business should be a part of solution architecture.

- q. Provision for advertisement of bank products and services

### 3.3. FUNCTIONAL REQUIREMENTS

The solution should support different user Profiles and should render services according to the profile defined to user.

The solution to provide 2 broad flavors.

- a. Single user interface – for Individual, Sole Proprietorship and Partnership users.
- b. Multi user interface – for Corporate entities including Sole Proprietorship and Partnership users.

Application to support multiple channels for registration such as registration through bank branch/s and Web portal and through Mobile App. registration etc. through a simple fast and user convenient process

The platform should support creation of users through bulk file upload. The file upload should support fixed length and delimiter separated file format. Excel Format upload should be supported along with encrypted file formats also unloadable through API services for direct system integrations with Corporates.

The solution proposed by the Bidder should provide the Bank with the below mentioned functionalities and requirements for retail and corporate internet banking. At the same time, the list below is not exhaustive and Bidders are welcome to offer additional functionalities.

## 1. BANK USER ADMINISTRATIVE MODULE

- a) Separate Bank User Administration module through which the different profiles are maintained.
- b) Branch Administration module for overall Customer On boarding, request for passwords and user maintenance, etc.
- c) Circle Administration module for creation and maintenance of branch users under the circle
- d) Head office level super user to control all aspects of the user profile and application parameters, etc.
- e) In Corporate Application, the platform should provide the functionality for the administrator to create and modify different end-user and administrator-user groups with different set of rights/permissions (using administrator rights)
- f) The administrator portal should have the capability for:
  - i. Creation of new users
  - ii. Approving users
  - iii. Blocking users
  - iv. Enabling or disabling functionalities
  - v. Deleting users
  - vi. Maintenance of activation requests.
  - vii. Maintenance of application configurations.
  - viii. Hierarchical level of power abstraction for users in HO, circle and Branch

## 2. CORPORATE ADMINISTRATIVE MODULE (only for multi user Corporate Application)

- a) Separate administrator login for customers.
- b) Creating, modifying and deleting user logins.
- c) Setting and modifying hierarchy/workflows for access, transactions, Limit, User's Role Maintenance

- d) Provision for single log-on option for internet banking, trade finance, cash management, treasury and any other portals that customers have to login and use
- e) Provision for viewing all transactions and files uploaded by transactional users created.
- f) Account management for all owned companies (within PNB) under the single user account.

All above administrator activities shall be logged to further track the creation, modification and/or deletion of any data that through maker and checker concept.

### **3. ACCOUNT SUMMARY MODULE**

- a) Account summary for all types of accounts (current accounts, term deposits, foreign currency deposits, loans, trade finance, forex, others)
- b) Account summary for all types of accounts (current accounts, term deposits, foreign currency deposits, loans, trade finance, forex, others)
- c) Mini statement (last 20 transactions) for all accounts
- d) Account statements for a chosen period (with option to view on screen or download in Excel / PDF / MT940 or other formats for exporting data)
- e) Transaction search based on different parameters
- f) Support display of multiple currencies.
- g) Support of levying transaction / registration charges such as:
  - i. Registration fee
  - ii. Annual fee
  - iii. Variable commission per transaction (% of transaction)
  - iv. Fixed fee per transaction
  - v. Slab based transaction fee
  - vi. The system should provide the functionality to configure these charges for different transaction types and customer categories.

### **4. FUNDS TRANSFER MODULE**

- a) Between own accounts
- b) To any PNB account
- c) To any other bank account (NEFT/RTGS/IMPS/UPI)
- d) Payment of taxes or government fees
- e) Payment of Utility bills and e-commerce invoices with invoice details.
- f) Scheduled funds transfer (one time/recurring) to any account
- g) Manage payees
- h) History of funds transfers
- i) Manage scheduled and recurring transactions.
- j) Support for Maker checker hierarchy with multiple user in Corporate
- k) Bulk File transfer options (only in Corporate IBS application) –
  - i. Different formats customizable as per Corporate customer
  - ii. Direct excel upload
  - iii. Simulation of Upload (Record wise errors display and option to correct before final submit)
  - iv. Multi-user authorization both file level and record wise (with Partial approval options)

## **5. CUSTOMER SERVICE REQUESTS MODULE**

- a) Issue cheque book request
- b) Stop cheque request
- c) Stop cheque inquiry
- d) Service request status
- e) Issue demand draft request
- f) Standing order request
- g) Account statement request
- h) Mobile banking PIN change request
- i) Request call back service
- j) Any other service requests the bank may wish to add

## **6. LOAN REQUEST & MANAGEMENT MODULE**

- a) Creating requests for loans
- b) Instant OD feature
- c) Instalment calculator
- d) View limits, outstanding balances, balance limits of loan accounts
- e) Repayments, closure of loan accounts
- f) Transactions statements (including past statements) of loan accounts

## **7. BUSINESS NETWORK MANAGEMENT / SUPPLY CHAIN MODULE (only for Corporate Application)**

- a) Raise Invoice & Collect:
- b) Raise Purchase order & Pay: with auto-reconciliation.
- c) Manage GST
- d) Business Dashboard
- e) Business Networking
- f) Sending of Messages
- g) Set up Promotional Campaigns

## **8. BILL PAYMENTS MODULE**

- a) Bill presentment
- b) Bill payment (prepaid mobile top-up; online booking of Movie, Bus tickets, etc.; government institution fee payment; insurance payment, others)
- c) Register biller for payment (creating templates)
- d) Credit card bill presentment
- e) Credit card bill settlements
- f) Provisions for adding any other utility bill payments
- g) History of bill payments

## **9. TREASURY / FOREX MODULE (only for Corporate Application)**

- a) Information about current rates
- b) Request for purchase and sale of forex
- c) Request for purchase, sale, viewing facility for Repos, Treasury Bills, Treasury Bonds, other forex contracts
- d) Account status, transaction statements for forex contracts

## **10. TRADE FINANCE MODULE (only for Corporate Application)**

- a) Application for issuance, amendment, closure of Letter of credit
- b) Application for issuance, amendment, closure of Guarantees

- c) Outstanding balances, limits, transaction statements for Trade Finance products
- d) Service requests regarding Trade Finance products
- e) Check current status of Trade Finance document / transaction
- f) Trade dashboard – single screen for all trade related transactions

#### **11. CASH MANAGEMENT MODULE (only for Corporate Application)**

- a) Collections - cash, cheque, online
- b) Payroll payments (bulk file upload) – cash, cheque, online
- c) Bulk processing of cash requests
- d) Transaction statements, reconciliation for collections, payments accounts
- e) Multiple logins and authorization hierarchy for cash management
- f) Feature of creating a unique virtual account number for each payee for payments

#### **12. PERSONALIZATION, CUSTOMIZATION & EASE OF NAVIGATION MODULE**

- a) Customizable quick access menus
- b) Customizable screens (e.g. widgets that can be closed, repositioned)
- c) Customized offers
- d) Search functionality
- e) Demo mode (the functionality to be defined)
- f) Audio assisted navigation to assist the blind.
- g) Feature of undertaking Online Trading
- h) Demat accounts details
- i) Cheque Authentication Module

#### **13. TRANSACTION SECURITY FEATURES MODULE**

- a) Virtual keyboard for login
- b) Site to user facility (Image and Phrase)
- c) Security image (captcha) and audio playback
- d) OTP
- e) App based authentication – Rel ID
- f) Digital Certificate or Token based authentication

#### **14. UPDATE OF PROFILE INFORMATION MODULE**

- a) Change PIN / password
- b) Set / reset security questions and answers
- c) Update other profile information

#### **15. WORKFLOW SUPPORT AND DIVISION MANAGEMENT MODULE (only for multi user Corporate application)**

- a) Creation multi user workflow (Maker - Checker) hierarchy.
- b) User role creation and assignment of users to specific roles.
- c) Transaction specific workflow definition.
- d) Segregation of Accounts into division within the Corporate
- e) Assigning users to specific divisions.
- f) All powers mentioned to be available to administrators.

## 16. CHARGE MODULE

The solution should be capable of levying charges, whether single or multilevel and should route the funds to appropriate collection accounts (configurable by bank) and can be used for any type of transaction as per bank's requirement. The charges can be fixed or variable depending on the guidelines of the respective regulatory body.

### 3.4. TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)

1. Interface to core banking system for financial and non-financial transactions / updates in dialect of ISO 8583 format
2. Interface for online merchant transaction payment using internet banking
3. Support of web services/XML through http/https.
4. Support of multi currencies mainly - USD, EUR, GBP, AUD, CAD, JPY, etc.
5. Support of multiple languages including English, Hindi, Punjabi, etc. (Indian languages)
6. Compatible with all major browsers (including but not limited to different versions of IE, Chrome, Firefox, Opera and Safari)
7. Integration with existing database structure & its schema.
8. The solution should integrate with bank's security solutions like WAF, SIEM, etc.
9. The solution should support 3rd party Enterprise Backup Solution of all leading OSD's, and there should not be any negative performance impact on the VM's during the Backup even if Bank takes the Backup in business hours. Currently Bank have Dell EMCs Data Protection Suite with Backup Appliance: DD9300.
10. The solution should offer creation of Corporate level admin users for different corporate with Focused administrator powers related to Corporate like User Creation, set password, enable disable, etc.
11. The solution should support the following security features:
  - i. Username and password for accessing internet banking together with captcha.
  - ii. Auto blocking/locking of internet banking upon reaching maximum number of tries with invalid/incorrect PIN. The maximum number of incorrect tries should be configurable by the Bank.
  - iii. Termination of internet banking session and log off after lapse of configurable time period; Pop-up alert intimating customer that session is about to expire.
12. The solution should support the following transaction level security:
  - i. End-to-End encryption of data transmission (symmetric or asymmetric)
  - ii. Minimum two factor authentication (with provision for a second factor like transaction OTP, Digi-token, biometric etc.
  - iii. System should support multiple authentication schemes based on bank's preferences.
13. The solution should support the following platform security & reliability:
  - i. Data stored is encrypted in the platform database
  - ii. Audit trails and logging features available in Web Server, application server and database server
  - iii. Possibility to assign specific rights to platform administrators for secure and restricted access at web/app/DB.
  - iv. Ability of the platform to support external certifying authority for certificate.
  - v. Support of standard algorithms like AES with RSA
  - vi. Minimum encryption strength of 256 bit for end-to-end transaction
  - vii. Support of the PKI scheme by the platform.



14. The solution should maintain reliability of the transactions. It means that the platform should have the intelligence to handle cases like:
  - i. Internet connection drops during transaction
  - ii. Backend host system down
15. The system should provide the following functionalities with respect to transaction logs and audit:
  - i. Should maintain detailed transaction logs to enable processing audit trails to be reconstructed in the event of any disputes or errors.
  - ii. The storage period of logs should be parameterized.
  - iii. Security safeguards should also be implemented to protect the information from unauthorized modification or destruction.
  - iv. System should facilitate maintaining a log of the reasons for unsuccessful transactions.
16. Application to support integration with the mail messaging system of the bank to generate alerts with respects to transaction, login etc.
17. An audit trail of all the registrations done with details of the mode of request, who activated, date and time of registration should be stored in the database.
18. Provision to generate detailed reports, logs, audit trails regarding all transactions
19. The internet banking solution should be scalable to meet future enhancements/upgrades.
20. The following processes to be supported through backend batches and should be automated with minimal manual intervention –
  - i. Processing of bulk payment file.
  - ii. CBS data syncing with internet banking application
  - iii. All kind offline requests.
  - iv. Processing of scheduled and recurring transactions.
21. The Solution should cover all existing internet banking features presently in PNB and also the features which are under customization/ Pipeline.
22. Solution should service requests through an API gateway for routing requests to appropriate micro services with request routing, composition, and protocol translation and should support both stateful and stateless API calls.
23. The Solution should provide a portal for end to end monitoring and management of all user requests at the micro service level, which includes flow of request through various micro services, highlighting of requests in unhealthy states, capability to introduce and deploy new micro services with zero downtime and to route specific request to new modules.
24. The Solution should support Multi-factor authentication methods other than OTP.
25. The Solution should have the capability to provide the end user to set separate limits for internet and mobile channels.
26. The Solution should have captcha authentication module.
27. The Solution should have end-to-end delivery of SMS with one or more aggregators.
28. The administrator of the platform should have:
  - The capability to add new products and services easily as per bank's need
29. The solution should support 5G mobile and internet banking services.
30. Mobile Banking and mobile payments are to be feasible though voice, data and multimedia using IMPS, AEPS, NEFT and UPI Modes of data formats and APIs.

The capability to create/generate various types of alerts such as bulk SMS campaign, system down alert, customized advertising campaign management, etc.

### **3.5. ONSITE SUPPORT**

24x7x365 online support facility through phone and email. The bank also has discretion to avail onsite support services whenever required without any additional cost (Except the amount quoted in commercials by the Bidder).

Bidder shall provide onsite One Team Lead and two L2 support engineers post go-live along with (if required) Offsite/Onsite L2 & L3 support to meet the requirements, SLA & terms of the RFP for entire contract duration. Bidder to ensure at least 3-month KT is provided to PNB team before handing over the activity to PNB for performing L1 team if bank decides. Bank's /L1 team will log the ticket and bidder's L1, L2 and L3 to provide the required resolution within the defined timelines, SLA, and terms of the RFP. The Bidder is required to provide support and applicable patches as and when released during the contract period. Any observation raised by Regulators/Bank/Other Agencies from time to time should be rectified and fixed by the bidder at no additional cost to Bank post approval from Bank for deploying the same.

To pre-empt the possibility of sub-par manpower being deployed from vendor side, Bank may think of engaging Independent third party screening / skill clearance for manpower deployed by vendor.

## **INSTRUCTION TO BIDDERS**

### **1. RESOLUTION COPY AND POWER OF ATTORNEY**

In case of company, a certified copy of the extract of the latest Board Resolution in favor of Authorized Person(s) duly authorized by the Company Secretary/ Director along with validity of authorization is to be submitted AND in case the authorized person delegates authority to another person of the company, Power of Attorney in original (executed on stamp paper of appropriate value) with bid reference showing that the signatory has been duly authorized to sign the bid documents, contracts/agreements with the Bank on behalf of the Company.

This is to be submitted for all the Bidder(s) and OSD(s) involved.

### **2. COST OF BIDDING**

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

### **3. BIDDING DOCUMENT**

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



#### **4. LANGUAGE OF BIDS**

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

#### **5. VALIDITY OF BID DOCUMENT**

Bid shall remain valid for 90 days from last date of submission of bid prescribed by PNB.

#### **6. BID CURRENCY**

Prices shall be expressed in the Indian Rupees only.

#### **7. BID EARNEST MONEY**

Bidder has to submit the Bid Earnest Money (EMD) of Rs. 180.00 lakhs (MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, Digital Banking Transformation Division, New Delhi and filling all the details as per specified Annexure-XV. The BG should have a validity of 12 months from the date of submission of bid with claim period of another 12 months. The BG/ details of EMD should be submitted at the time of bid submission.

In case of unsuccessful bidder, EMD will be returned within one month of disqualification (Technically/Commercially) or within one month of completion of tender process, as the case will be and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

##### **Details for online payment:**

IFSC Code: PUNB0522800

Punjab National Bank, Centralised ATM Cell, New Delhi

Account No. 0153002200175716 (16 digits)

Imprest account Digital Banking Transformation Division.

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

\* MSE bidder is exempted from payment of Bid Security[Earnest Money Deposit(EMD)] if bidder can furnish requisite proof subject to the satisfaction of Bank. Startup bidder recognize by Department of industrial policy and promotion (DIGP) are also exempted from deposit of EMD.

#### **10. BIDDING PROCESS**

Bidding Process should be as per GeM guidelines. 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 GeM portal as well as in hard copy and commercial bids in only online form through GeM portal. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

a) TECHNICAL BID

Alongwith online submission, The Technical bid must be submitted in hard bound file in a sealed envelope super scribing "Technical Bid for RFP for Internet Banking for Sponsored RRBs".

b) COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders will be opened, whose technical bids are found eligible as per the evaluation criteria mentioned in RFP.

## **12. PRE-BID MEETING & PRE-BID QUERIES**

Pre-bid Queries are to be submitted in GeM and as per schedule given in GeM portal (Government e-Marketplace)

## **13. SUBMISSION OF BID**

Bidders are required to strictly submit their bids in electronic form using GeM online Portal. Hard copy of technical bids should be submitted at address mentioned below. The commercial bid should be submitted online only.

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

The Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. Kindly do not submit any extra documents/certificate which are not required.

## **14. CONTACTING THE PURCHASER**

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

## **15. TERMS AND CONDITIONS OF THE BIDDING FIRMS**

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

## **16. LOCAL CONDITIONS**

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

## **17. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

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

## **18. OPENING OF BIDS**

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time of bid opening may be checked on GeM portal.

## **19. CLARIFICATIONS OF BID**

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

## **20. PRELIMINARY EXAMINATION**

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

## **21. REVELATION OF PRICES**

The prices in any form or by any reasons should not be disclosed in the technical or Hard Copy or other parts of the bid except in the indicative commercial bid which is to be submitted online only through GeM portal. Failure to do so will make the bid liable to be rejected.

## **22. EVALUATION AND AWARD CRITERIA**

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

## **FIRST STAGE : (TECHNICAL EVALUATION)**

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OSD/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. First of all, the EMD of all bidders will be verified. If any EMD is not found in order, that bidder will be declared ineligible for further participation in the tender process.
4. 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 as per Technical and functional evaluation mentioned in Annexure IV and Annexure XIII.
5. All Bidders will be required to give a Presentation which may include a Demo as well, of their offered solution clearly demonstrating all the technical functionalities and deployment architecture. The bank will schedule presentations at DBTD, HO, Dwarka, Delhi for which time will be communicated to the bidders. Failure of a bidder to complete a scheduled presentation to the bank may result in rejection of the proposal. Bidder is also expected to demonstrate the product's capability, compatibility, applicability and acceptability to the bank as per the RFP requirements on Use cases / Demo Scripts for the solution. During Presentation, the bidder will also have to show the front end of the proposed application i.e. Internet Banking transactions features. Bidder is required to address all queries raised by the Bank officials during the Presentation. Giving mere presentation should not be considered as being qualified/shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.
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 as per Annexure XIII 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 in GeM who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

The commercial bids shall be opened in GeM portal as per Gem guidelines.

After opening of commercial bids as above, Techno-commercial evaluation & verification of the bids will be done as per GeM guidelines. L1 bidder will be selected based upon cumulative quote (Technical plus Commercial quotes) of all sponsored RRBs.

Tender will be awarded on the basis of Techno Commercial evaluation i.e. 70% Weightage for Technical bid + 30% Weightage for Commercial bid and the bidder who score HIGHEST MARKS will be declared as H1 Bidder. Weightage of technical bid (Max 70%) will be calculated on total marks of technical evaluation scoring parameter.

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

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017PP(BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50%.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

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

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

## **25. CANCELLATION OF BID/ BIDDING PROCESS**

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

## **26. CONFIDENTIALITY**

1. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.

For the purposes of this Agreement, information relating to the Bank's business, Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of the agreement. All information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise. All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions



(whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.

3. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.

4. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.

5. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor shall continue to

be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

6. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.

7. An Information shall not be considered confidential to the extent and only to the extent, such information is:

- a. already known to the receiving party free of any restriction at the time it is obtained from the other party;
- b. subsequently learned from an independent third party free of any restriction and without breach of this Agreement;
- c. is or becomes publicly available through no wrongful act of the other party;
- d. is independently developed by one party without reference to any Confidential information of the other;
- e. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.

9. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.

10. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.

11. Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent. The security aspect of the solution / software will be comprehensively reviewed periodically by the Bank, and Service Provider shall carryout modifications / updates based on the security review recommendations on case-to-case basis without any cost to Bank.



## **27. INTELLECTUAL PROPERTY RIGHTS**

1. 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, expenses incurred and costs which are or may be required to be paid by reasons of any breach of the bidder's obligations under this Agreement or otherwise for which the Bidder has assumed responsibilities including those imposed under any Agreement, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the Bidder in connection with the performance/discharge of its obligations under this Agreement. 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 terms of this Agreement and to protect the Bank during the tenure of the Agreement.
2. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
3. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
4. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

## **28. INDEMNIFICATION**

1. 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, expenses incurred and costs which are or may be required to be paid by reasons of any breach of the bidder's obligations under this Agreement or otherwise for which the Bidder has assumed responsibilities including those imposed under any Agreement, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the Bidder in connection with the performance/discharge of its obligations under this Agreement. 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 terms of this Agreement and to protect the Bank during the tenure of the Agreement.
2. 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 such license fee, royalty and/ or compensation etc. thereon as may become payable. In the event of any third party raising claim or bringing action against the Bank

including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the Bidder under this Agreement or uses thereof, the Bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the VENDOR's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

3. Bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual property Rights of that third party. Subject to the other conditions of this section, Vendor shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.

4. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.

5. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:

- a. obtain for the Bank the right to continue to use the Licensed Material;
- b. replace or modify the Licensed Material so that it becomes non-infringing;
- c. if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis,

6. The terms of this clause shall survive the termination of this Agreement.

## **28.1 INDEMNIFICATION PROCESS:**

Bank shall notify the Bidder/ Vendor in writing as soon as practicable when the Bank becomes aware of the claim, and cooperates with the Bidder/ Vendor in the defence and settlement of the claims.

The Bidder/ Vendor shall have sole control of the defence and all related settlement/negotiations, and Bank will provide the Bidder/ Vendor with the assistance, information and authority reasonably necessary to perform the above. However, where Bank is required under law or otherwise answer the claims/charges/imputations made against it, Bank shall have the right to enter defence/defend its interest by means available in law, at its sole discretion. 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 the above stated Request for Proposal (RFP) and/or this SLA and subsequent agreement, if any by the Bidder/ Vendor.

In the event of Bidder/ Vendor do not fulfil its obligations under this clause (that is, to comply with the indemnification process) within the period specified in the indemnification notice issued by Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder/ Vendor under this project.

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

## **28.2 IP Infringement indemnity:**

The Bidder shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the Deliverables/ Services, or any part thereof in India as contemplated by this Agreement, provided always that Bank's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Bidder, at Bidder's option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Agreement; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become noninfringing. This remedy will not apply if Bank is using any modified version of a Deliverable that was not approved by Bidder; if Bank uses Deliverables for a purpose other than that contemplated by the Agreement or if Bank uses a Deliverable in a manner not compliant with the Agreement. Bank will use all reasonable endeavors to mitigate its Losses, arising out of any third party IPR claim.

Bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual property Rights of that third party. Subject to the other conditions of this section or section 6 above, Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.

## **29. FORCE MAJEURE**

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

1. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
2. Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
3. Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
4. Transportation delay due to force majeure or accidents;
5. Strikes, lockouts and sabotages;
6. Riots and civil commissions;
7. Lockdown imposed by Govt, Pandemic declared by Govt and Quarantine restriction imposed by the govt. etc.
8. Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.
9. The said act of force Majeure will not cover cases of commercial hardship.

9. Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.
10. Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.
11. Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.

### **30. SURVIVAL**

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

### **31. USE OF NAME/LOGO OF THE BANK**

Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any bank's employee or agent, without bank's prior, written, express consent. The bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this Agreement and shall entitle the bank to take appropriate actions as available to it in law and this Agreement.

### **32. SEVERABILITY**

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

### **33. AMENDMENT**

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

### **34. ENTIRE AGREEMENT**

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

### **35. NON-EXCLUSIVITY**

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

### **36. TAXES AND DUTIES**

1. It will be the responsibility of the Bidder to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

2. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to effect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

### **37. NON-SOLICITATION**

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

The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

### **38. AUDIT**

It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk

management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank.

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

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 bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Card Management Services, as per its own satisfaction at the card processing bureau of the bidder, in the presence of representatives of the bidder, at any point of time by giving advance notice.

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

### **39. NON-DISCLOSURE**

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



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

The Bank shall provide access to its premises to the authorized personnel of the vendor to carry out the work related to installation etc. which is required to perform its obligation to bank. In accessing Bank's premises, the vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the agreement.

## TERMS AND CONDITIONS

### 1. SIGNING OF CONTRACT

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

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank. Bidder should follow RBI guidelines given in Master Direction on Outsourcing of IT Services dated 23.06.2022.

### 2. DURATION OF CONTRACT

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

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

### 3. PERFORMANCE BANK GUARANTEE

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

- a. The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of Contract value within one month of acceptance of purchase order & initially valid for a period of 5 years with claim period of another 12 months.
- b. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c. The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- d. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract or breaches the terms of the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e. No interest on PBG will be paid by the Bank.



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

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

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

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

#### 6. DELIVERY

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

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

#### 7. IMPLEMENTATION AND TIMELINES

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

Bidder is required to provide applications and associated software depending on the volumetric defined in the RFP. Hardware will be provided by bank. The duration indicated is the time required for the completion of the indicated activity.

Phases	Deliverables	Timelines
Kick-Off Meeting		T + 7 days

<b>SRS and Design documents</b>	Delivery of Software Requirement Specifications (SRS) & design documents (HLD, LLD, deployment architecture, network architecture, integration architecture etc.) and sign off by Bank for Internet Banking Solution of all sponsored RRBs	T + 15 days
<b>Software</b>	Installation & setup of software Document to be submitted. Software installation report is to be submitted.	H* + 15 days
<b>Development</b>	Development completion & installation, configuration, customization, integration & interface, testing (UT, Sanity, SIT etc.) for all RRBs. Documents to be submitted: Implementation, integration, interface & UT, Sanity SIT completion report	H + 60 days
<b>UAT</b>	User Acceptance Testing (UAT) completion & sign-off by Bank for Internet Banking Solution of all sponsored RRBs Document to be submitted: UAT Signoff, Training manuals and other documents, Go-live checklist as sought by bank	H + 90 days
<b>Go-Live</b>	Go-Live of Internet Banking solution in all RRBs. Document to be submitted: Go-live checklist signoff and Go-no go decision	H + 120 days

**\*Days is referred as calendar days**

**\*\*Phase wise for delivery of functionalities is provided in Appendix I and II.**

**\*\*\* Same timeline for all RRBs having RBI approval. Timeline for RRBs wherein RBI approval is pending will be informed at later stages**

**\*\*\* T is date of Purchase Order**

**\*\*\*\* H is date of making Hardware available by Bank**

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

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

### **UAT Sign-off**

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

Any delay at the part of the bank in conducting the audit will be excluded from the project timeline. **Audit Observations and observations in any other Audits, if any, will have to be complied within 7 days from the date of intimation by the Bank.**

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

Time allowed for implementation shall be firm and binding.

## 8. ACCEPTANCE TESTING

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

## 9. PAYMENT TERMS

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

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

Sr. No	Particular	% of amount
1	<b>One Time Costs</b> <ul style="list-style-type: none"> <li>• SRS Sign-off</li> <li>• UAT Sign-off</li> <li>• Go Live</li> <li>• 3 months post Go-Live after satisfactory performance</li> </ul>	10% 30% 30% 30%
2	<b>Recurring Cost</b>	On quarterly in arrear after receipt of tax invoice

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.

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

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

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

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

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

## 10. PENALTY

If at any time during performance of the contract, the Vendor should encounter unexpected conditions impeding timely completion of the services under the agreement and performance of the services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the Parties in writing, including by amendment of the Agreement, exchange letters or email. The Bidder shall have to enter into a "Service Levels Agreement" with Bank covering all terms and conditions of this tender.

Deliverables	Timelines	Eligible amount for payment	Penalty	Maximum Penalty
<b>SRS Sign-off</b>	T + 15 days	10%	0.5% of License cost for every week delay or part thereof	5% of License cost
<b>UAT Sign-off</b>	H + 90 days	30%		
<b>Go-Live</b>	H + 120 days	30%		
<b>3 months post Go-Live after satisfactory performance</b>	3 months post Go-Live	30%		

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

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

The SLA will be monitored on a quarterly basis.

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

### 10.1 Penalty for Operational/ Functional Issues/ Downtime:

Impact of the issue	Response Time	Resolution Time
High Business Impact Issue	Within 30 Minutes of issue being reported	1 Hour from the time of complaint

Medium Business Impact Issue	Within 30 Minutes of issue being reported	4 Hours from the time of complaint
Low Business Impact Issue	Within 30 Minutes of issue being reported	24 hours from the time of complaint

**High Business Impact Issues:** - These are the issues whereby users of the proposed Internet Banking Solutions are not able to deliver required services. Such as system is not giving output or giving error message, user not able to login to application, application not running/responding, modules not working.

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

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

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

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

Sr No	Item	Penalty in Rs.	Penalty Rate
1	High Business Impact Issues	Day 1: 5000/- Day 2: 6000/- Day 3: 7000/- and so on till 30,000.	Per incident
2	Medium Business Impact Issues	Day 1: 2000/- Day 1: 2500/- Day 1: 3000/- and so on till 20,000.	Per incident
3	Low Business Impact Issue	1000/-	Per incident

1. The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of **99.95** and above per month.
2. Cost of monthly pay-out is the amount calculated per month for all the contracted payment to be due to Vendor for ensuring running of the proposed project under this RFP
- 3.

Level of Uptime Percentage	Penalty Details
99.95% and above	No penalty

99.00% and above but below 99.95%	1% cost of monthly pay-out
98.00% and above but below 99.00%	2% cost of monthly pay-out
97.00% and above but below 98.00%	5% cost of monthly pay-out
Below 97.00%	10% cost of monthly pay-out
Below 90%	No Payment

- Penalties will be applicable due to downtime of software application.
- The bidder shall guarantee 99.95 percentage of uptime.
- Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly.
- Penalties, if any shall be calculated for every month and recovered from the next payment payable to the successful bidder.
- Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
- Calculation of % Uptime =  $(\text{Total uptime of system} - \text{downtime of system} / \text{Uptime of system} * 100)$
- The performance level of Vendor services shall be reviewed on a quarterly basis. If the services are assessed as not satisfactory by Bank, the service agreement may be terminated by Bank at its absolute discretion.

## 10.2 Penalty Due to Delay In Service Delivery

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

Sr.	Resource	Availability	Penalty Amount (Rs)
1	<b>Team Lead</b>	100% on business days and business hours	10%
2	<b>L2</b>	100% on business days and business hours	10%

## 10.2.2 Delay in Resolution of Audit Observations

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



action in consultation with the Bank officials, to mitigate the risks and comply with the observations.

### 10.3 Audit Gaps

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

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

### 10.4 DELAY IN ONBOARDING AND CUSTOMIZATION, IMPLEMENTATION OF UPDATES

For any delay in customization of Software/Solution, Implementation and Deployment of Updates, Patches, Resolution of Bugs, New Version deployments, penalty will be applicable as follows:

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

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

Bank will not pay charges for additional Man day in case the bidder is unable to complete the requirement within the stipulated time. Deployment of Upgrades/Patches/Customized Solution are to be done by Onsite Engineer( Vendor) within the stipulated timeline.

### Other Terms and Conditions:

- The percentage payment mentioned above against each deliverable is against the **100%** amount of that particular deliverable as per the commercial bid, and not the **100%** amount of the entire project.
- Bank reserves its right to recover the penalty amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder or from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off



- In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the
- bidder. If required, Bank may also act against the bidder and blacklist them without any correspondence in this regard.
- Penalty can be deducted from any payment made to the Vendor.
- Bank reserves the right to terminate the contract, forfeit the EMD/PBG and blacklist the Bidder/OSD in case computation of the penalty exceeds **10% of the total Project Cost**.
- In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component/ license shall be treated as delivery date for penalty and other calculation. Bidder shall quote all the figures in numbers followed by total in words enclosed in brackets in all fields of indicative commercial bid.
- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- Any financial loss to the Bank on account of fraud taking place due to Bidder, its employee or their services provider's negligence shall be recoverable from the Bidder along with damages if any with regard to the Bank's reputation and goodwill.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.
- Wherever applicable as stated above while effecting any payment, deduction towards LD(Liquidated Damages) payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
- Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), and NDA by Successful Bidder.

- The payments for ATS shall be made in advance if the bidder submits Bank guarantee of equivalent amount, else the same shall be made in arrears
- Only GST wherever applicable will be borne by the Bank.
- Bank will deduct TDS (Tax deducted at source) as applicable
- All the payments will be made to bidder electronically in Indian Rupees only.
- The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the Punjab National Bank such as termination of contract, invoking performance guarantee and recovery of amount paid etc.

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

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

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

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

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

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

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

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

If there is delay by the Vendor, downtime of the solution or absence of onsite engineer is such that the Penalty deducted for it reaches its maximum value for that stage, **Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.**

## **11. WARRANTY**

Complete solution (software/OS/DB) supplied should be covered under comprehensive on-site BACK-TO-BACK software warranty for **One Year** from the date of implementation(i.e. Go-Live Date). Bidder should make adequate arrangements with OSD (if, applicable) for the same. This includes updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition

update / patch update, upgrade would be done by vendor immediately for critical updates or on monthly basis for normal updates/upgrades.

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

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

- a) Service support should be available on 24 x 7 x 365 basis.
- b) Any issue except hardware failure in the deployed solution should be resolved within 4 hours of receipt of complaint.
- c) Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and ATS.
- d) Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/ bug fixes/ upgrade, if any, for software/solution.
- e) The vendor should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report quarterly. During the preventive maintenance, the bidder should also check the operating system running on the servers and other components and upgrade the same to latest version as released by OSD. The vendor will be required to forward to the Banks well in advance (at least 7 days) the preventive maintenance schedule / plan to enable the Bank to intimate the locations/offices and obtaining downtime etc.
- f) Free of cost version upgrade/customization will be done by bidder whenever new version of software/solution is released or new requirements comes.
- g) The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration after feasibility check by the vendor. The feasibility of same should be informed to the Bank.
- h) The bidder to submit detailed Root Cause Analysis for Software/Solution related issues/failures.
- i) Any coordination with the OSD for support should be carried out by the bidder engineer.
- j) The bidder to note that, only under exceptional conditions remote access for devices would be provided. Under all other circumstances bidder to provide on-site support only.
- k) The OSD must provide technical support. The OSD must provide the dedicated login credentials to Bank with highest level permissions to search knowledge base, downloading of the patches, documents and to manage the device. Bank should be able to raise tickets directly to OSDs.
- l) Bank should have a facility to log a call using web interface wherein all the support contract details should be linked. This interface should provide the incident number for monitoring the progress of the call/support ticket. The Bank should also have flexibility to log the calls using either emails/telephone also.
- m) The OSD should have a comprehensive known error database or knowledge database in the form a web access which is accessible to Bank team for resolving first level issues. This is not a local database maintained to track incidents. This repository is the knowledge base of all the incidents resolved worldwide by the vendor support teams.

### **Annual Technical Support (ATS)**

The On-site, comprehensive BACK-TO-BACK ATS (quoted in percentage) will be valid for a period of 4 years after expiry of One Year warranty period and the quoted %age will be continued for the entire contract period. Bidder should make adequate arrangements with OSD for the

same. The scope of ATS is same as Software Warranty. Payment of ATS will be released on quarterly basis. The ATS may be terminated by the Bank after giving three months' notice in case of deficiency in services. Bank may extend the ATS term for two terms of 1 year each on same rates and same terms and conditions.

The quoted percentage (%) for ATS would be applicable for proactive support on 24 x 7 x 365 basis. ATS would cover all components of the offered appliance without any exceptions.

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

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

## **12.UPGRADES AND UPDATES**

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

## **13.SERVICE LEVEL AGREEMENT**

Bank, during release of any new product/ functionality or post fixing the production issues, perform User Acceptance Testing (UAT).

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

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

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

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

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

The proposed IT Professional shall be on the company roll on the similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resources should clear interview process by Bank officials/ Bank appointed consultants.

#### **14.TAXES**

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

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

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

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

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

#### **16.SIGNING OF PRE-CONTRACT INTEGRITY PACT**

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

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

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

#### **18.INDEMNITY**

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under

any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there

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

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank, Vendor ( successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

## **19.TERMINATION OF CONTRACT**

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

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

The Bank, by a written notice for a period of thirty (30) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for



Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

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

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

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

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

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

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

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

## **20. GOVERNING LAWS AND DISPUTES**

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

Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator shall give a reasoned award. Any dispute/ appeal pertaining to the above will be subject to the exclusive jurisdiction of courts at Delhi. Each party to bear their own costs unless directed otherwise



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

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

## **21.MALACIOUS CODE CERTIFICATE**

The Bidder should upload following certificate in the bid: -

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

21.1.1 Inhibit the desires and designed function of the equipment.

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

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

21.2 The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

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

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

## **23.PATENT RIGHTS**

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

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

## **24. INFORMATION SECURITY**

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

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

## **25. DATA PROTECTION**

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

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

## **26. ASSIGNMENT**

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

## **27. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER**

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

## **28. PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The employees engaged by the Vendor shall be deemed to be the employees of vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there no master-servant relationship between the parties. The relationship is on principal to principal basis.

The Vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act,

1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Vendor's personnel/employees. The vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

## **29. BUSINESS CONTINUITY PLAN**

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

## **30. ESCROW MECHANISM**

The Bank and the Bidder shall agree to appoint an escrow agent in India to provide escrow mechanism for deposit of source code for the software product supplied by the bidder to the Bank to enable bank to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Bidder. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent.

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

## **31. LIMITATION OF LIABILITY**

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

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' and its employees gross negligence/wilful misconduct.
- c) Breach of confidentiality provisions.
- d) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by statutory authorities/government bodies/court/tribunals etc.
- e) This limit shall not apply to third party claim.
- f) Any other breach caused due to non-performance of obligations of bidder

## **32. PUBLICITY**

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making

a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

**UNDERTAKING FROM THE BIDDER**

To,  
Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

We submit our Bid Documents herewith.

We understand that –

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

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

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

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

# ANNEXURE-III

## ELIGIBILITY CRITERIA OF THE BIDDER

Sr.	Eligibility Criteria	Supporting documents to be submitted	Compliance (Yes/No)
1	The bidder should be registered with Registrar of companies/firms in India for at least 5 years from the date of RFP.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	Firm should have all necessary licenses, permissions, consents, No Objections, approvals as required under law for carrying out its business. It should have currently valid GST and other applicable taxes registration certificates /PAN etc.	Undertaking to be submitted	
3	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered	Undertaking to be submitted	
4	The bidder should have Support centres in India. However, support centres at Delhi/NCR/Mumbai are desirable  Escalation matrix also to be submitted.	Undertaking to be submitted with details of support center like address, contact details, no. of Support engineers signed and stamped by authorized signatory <b>AND</b> Escalation Matrix as per Annexure-XIX to be provided.	
5	The bidder should have implemented Internet Banking Solution (IBS) successfully in at least one scheduled commercial bank (including RRBs, Cooperative banks & Small Finance Banks) in India having more than <b>200</b> branches in India  The solution should be currently running, if implemented.	Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI. OR Copy of Work Order/Purchase Order along with Confirmation Mail from the Client stating that the work order has been successfully executed OR Copy Of Work Order/Purchase Order along with Installation Certificate signed & stamped by the Client OR Copy of Work Order along with any other proof of execution (Go-Live sign-off or Reference	

		<p>Letter/Certificate from Schedule Commercial Banks)</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI. In case the supporting documents submitted pertains to period beyond three years, the bidder has to provide Renewal Order or AMC/ATS order or any other document from client which establishes that the bidder was handling the said solution during the last three years.)</p>	
6	<p>The bidder should be the Original Solution Developer OSD of the offered solution or its authorized representative (or partner) in India with presence in India.</p> <p><i>Please note, if OSD participates in the tender process directly, authorized representative will not be permitted to participate in the same tender process.</i></p>	<p>In case of <b>authorized representative</b>, MAF from OSD of the Solution as per Annexure-XI in their letter Head needs to be provided.</p> <p>In case the <b>bidder is itself the OSD</b>, undertaking as per Annexure-XII on their company's letter head should be provided. <i>(clauses in the MAF should be clear and should be as desired in Annexure)</i></p>	
7	<p>The Bidder should have an average annual turnover of INR 50 Crores (Rupees Hundred Crores) for past three Consecutive financial years i.e. FY2020-21, FY2021-22 &amp; FY2022-23) from their Indian Operations.</p> <p>For MSE Bidders, Average annual Turnover should be INR 25 Crores (Rupees Fifty Crore) for past three Consecutive financial years i.e. FY2020-21, FY2021-22 &amp; FY2022-23).</p> <p>It should be company turnover and not of any 'group of companies' and 'turnover of associate companies.'</p>	<p>Provide CA Certificate as per Annexure - X</p> <p><b>AND</b></p> <p>Audited Financial statements (Balance sheet and Profit &amp; Loss statement) for the last three (3) Financial years i.e. FY2020-21, FY2021-22 &amp; FY2022-23.</p> <p><i>(The CA certificate provided in this regard should be without any riders or qualification and should contain UDIN no.)</i></p>	



	The bidder should have positive net worth during the last three consecutive financial years for which CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) to be submitted.		
8	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/ statutory auditor, as per Annexure- VIII	
9	Bidder should not have been black listed by the Government / Government agency / Banks / Financial Institutions in India during last 2 years. Self-Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-IX	
10	Labour Law Compliance	Undertaking to be submitted as per Annexure-XVII	
11.	Software(s)/Solution(s) to be deployed are the latest bug free version and free from all know vulnerabilities.	Undertaking to be submitted as per Annexure-XVIII	
13	The bidder must be CMMI level 3 or above Certified Company and the certificate should be valid as on date of bid submission.	Copy of certification depicting CMMI level 3 or above Certified Company or its equivalent.	
14	The bidder should be <b>ISO 27001</b> certified organization and <b>SOC2</b> certified.	Copy of certification depicting ISO 27001 and SOC2 or above Certified Company or its equivalent.	

**NOTE:**

1. For a particular Solution, only the OSD or its authorized representative in India having IP Rights of Customization can bid. If both the OSD and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Software/Solution of Principal / Original Software Developer (OSD) is being quoted in the tender through its Authorized Representative, the OSD Company cannot bid for any other OSD's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Software Developer (OSD) / Solution Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.

5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
9. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OSD/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
10. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.
11. The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.
12. Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## TECHNICAL AND FUNCTIONAL EVALUATION

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

Sr.	Evaluation Parameter	Maximum Score	Evaluation Criteria
1	Technical Competence	70	Qualifying Score: Minimum 40
2	Presentation & Product Competence*	30	Qualifying Score: Minimum 20
<b>Overall evaluation Score</b>		<b>100</b>	Qualifying Score: <b>Minimum 60</b>

In case, there is a smaller number of bidders qualify or none of the participating bidders qualify in **overall evaluation score** and reach or exceed the cut-off (Qualifying) score of 60, then the Bank may, at its sole discretion may relax the Qualifying Score to qualify the bidders on the basis of their scores (merit).

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

### EVALUATION OF TECHNICAL COMPETENCE:

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

## TECHNICAL COMPETENCY - SCORING CRITERIA

Sr.	Evaluation Parameters	Max. Marks	Scoring	Supporting Documents
1	Internet Banking Solution is implemented in Schedule Commercial Banks (SCB*) in India.  *SCBs including Regional Rural Banks, Small Finance Banks, Public & Private Banks, Co-operative Bank)	20	<ul style="list-style-type: none"> <li>Four(4) Marks each for implementation in SCB in India</li> </ul>	Purchase Order/ Invoice mentioning all the required details <u>along with</u> Email from the client containing all the required information. <i>(Kindly note that Client's Email should be from their official Email IDs only, containing their name, designation &amp; Mobile number)</i>  <b>OR</b> Copy of Work Order/Purchase Order <u>along with</u> any other proof of execution (Go-Live sign-off or Reference Letter/Certificate from Bank, Installation Certificate signed & stamped by the Client)

2	<ul style="list-style-type: none"> <li>Satisfactory Services Certificate as per prescribed in Annexure – VII format only</li> </ul>	<ul style="list-style-type: none"> <li>9</li> </ul>	<ul style="list-style-type: none"> <li>Three (3) marks for each Satisfactory Services Certificate from Client</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Satisfactory Performance Certificate from the Clients as per Annexure-VII.</li> <li></li> </ul>
3	CMM Certification Compliant	6	<ul style="list-style-type: none"> <li>Three (3) marks – if CMM Level 4 compliant</li> <li>Six (6) marks – if CMM Level 5 compliant</li> </ul>	Valid Certificate / Documentary evidence.
4	Proposed Solution Compliance to Technical Specification mentioned in Annexure-XIII	20	<ul style="list-style-type: none"> <li>20 marks- If Score is greater than or equal to 95 in Technical Specifications Annex XIII</li> <li>15 marks- If Score is greater than or equal to 85 in Technical Specifications Annex XIII</li> <li>10 marks- If Score is greater than or equal to 75 in Technical Specifications Annex XIII</li> <li>0 marks- if Solutions is not meeting above criteria.</li> </ul>	Annexure-XIII on bidder's letter head duly signed and stamped by authorized signatory.
5	Average number of Monthly IBS transactions	10	<ul style="list-style-type: none"> <li>10 marks – X <math>\geq</math> 8,00,000 transactions</li> <li>08 marks – X <math>\geq</math> 6,00,000 and X &lt; 8,00,000 transactions</li> <li>06 marks – X <math>\geq</math> 4,00,000 and</li> </ul>	Certificate from the clients mentioning Average number of Monthly IBS transactions for the year 2022-23

			<p>X&lt;6,00,000 transactions</p> <ul style="list-style-type: none"> <li>• 04 marks – X <math>\geq</math> 2,00,000 and X&lt;4,00,000 transactions</li> <li>• 02 marks – X <math>\geq</math> 1,00,000 and X&lt;2,00,000 transactions</li> </ul> <p>Where X denotes Average number of Monthly IBS transactions for the year 2022-23.</p>	
5	Bidder experience in project domain	05	<ul style="list-style-type: none"> <li>• 05 marks – If experience is &gt; 2 Years</li> <li>• 03 marks – If experience is <math>\geq</math>1 year and <math>\leq</math> 2 Years</li> <li>• 00 marks – If experience &lt; 1 Year</li> </ul>	Reference Letter from SCBs

\*Any credential letter from the Bidders subsidiary or associate or holding company or companies having common promoter director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners will not be considered for evaluation process in this RFP process.

### **PRESENTATION & PRODUCT COMPETENCE - SCORING CRITERIA**

Sr.	Evaluation Parameter	Max Marks	Marks Obtained
1	<b>Proposed Internet Banking Solution's Technical Architecture*</b> (Retail Internet Banking, Corporate Internet Banking, Functional & Technical Requirements)	4	
2	<b>Implementation Plan of IBS Solution in RRBs</b>	4	
3	<b>Integration capability with different channel/ applications of bank</b>	4	
4	<b>Reports and Analytical Component</b>	4	
5	<b>Data Security</b>	4	

6	<b>Demo of IBS solution clearly demonstrating all the technical functionalities and deployment architecture</b>	10	
	Total Marks	30	

\*Note: Technical Architecture Diagram should be part of Technical Bid. Should have clarity for the job work flow/BRE/processing etc. Should earmark deployment of servers/devices requirement including RAM/CPU, N/W interface, & on prem module infra, API etc. and any other application for proposed Solution.

^Note: Valid copy certificate is to be mandatorily submitted with the bid.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## ANNEXURE-V

### BIDDER'S INFORMATION

Sr.	Information	Particulars / Response			
1	Company Name				
2	Constitution				
3	Date of Incorporation				
4	Company Head Office Address				
5	Registered office address				
6	GST No.				
7	Whether MSE(quote registration no. and date of registration, copy to be attached)				
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – <a href="http://www.deity.gov.in/esdm/pmn">www.deity.gov.in/esdm/pmn</a> as applicable to the Bank.				
9	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name				
10	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
11	Specimen Full signature and initials	Full Signature <div></div>		Initials <div></div>	
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
13	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
14	Whether company has been blacklisted for service deficiency in last 2 years. If yes, details thereof.				
15	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
16	Please mention Turnover, Net Profit/Loss and Net-worth for last two financial years and must include the copies of <u>Audited Balance Sheet</u> in support of it.	Fin Ye ar	Turnov er Rs. (in Cr)	Net Profit/ Loss Rs. (in lacs)	Net Worth Rs. (in Cr)
		202 0- 21			



		202 1- 22			
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Date: \_\_\_\_\_

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## ANNEXURE VI

### COMPLIANCE STATEMENT

#### **Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

#### DECLARATION

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

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

Labour Law Compliance	We undertake that we are complying to 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.	
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**Date:** \_\_\_\_\_

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

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

Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

This is to certify that M/s \_\_\_\_\_ has supplied/implemented Complete \_\_\_\_\_ (**Internet Banking Solution**) originally developed by \_\_\_\_\_ (OSD name) to our organization since \_\_\_\_\_ (no. of years) for \_\_\_\_\_ (No. of users) and successfully running since \_\_\_\_\_ (no. of years).

- M/s \_\_\_\_\_ has successfully developed & implemented \_\_\_\_\_ Internet Banking Solution.

The services provided by the M/s \_\_\_\_\_ are satisfactory.  
The certificate has been issued on the specific request of the company.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Bank/NBFC**

**LITIGATION CERTIFICATE**

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

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

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

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

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

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

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

Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

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

Thanking You,  
Yours faithfully,

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

### TURNOVER CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

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

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

This information is based on the Audited Financial Statements for FY2020-21, FY2021-22 and FY2022-23.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
<b>2020-21</b>			
<b>2021-22</b>			
<b>2022-23</b>			

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

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

**Signature of CA/ Statutory Auditor**

**Name of CA/ Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UDIN:**



**MANUFACTURER'S (OSD) AUTHORIZATION FORM (MAF)**

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

Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

Reg.: **RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

We hereby submit the following: -

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

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Telephone/Mobile No:**

**Seal of Company:**

**UNDERTAKING FOR BEING THE OSD OF THE OFFERED  
PRODUCT/SOFTWARE/SOLUTION**

To,  
Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services  
to customers of Sponsored RRBs**

We hereby submit the following: -

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

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Telephone/Mobile No:**

**Seal of Company**

## ANNEXURE-XIII

### TECHNICAL SPECIFICATION OF THE OFFERED SOLUTION

(To be submitted in Original on letter head of OSD & signed by OSD)

Bidder has to comply with all the given requirements of Functional and Technical Requirements under this Part. Bidder has to mark "Yes" as compliance, and "C" as Customizable to each point mentioned below. All technical specifications are mandatory.

Minimum eligibility criteria = 80% (Bank has the right to change minimum eligibility criteria as +/- 5% at any time).

The Customizable technical specifications, if any, should be done within one month from purchase order, if customizable items are not completed within given time line the penalty will be charged as per clause or Bidder may be blacklisted and Bank may refloat the RFP as per the Bank's discretion.

At Bank's discretion, Bidder shall have to demonstrate few/all of the technical specification in the Product Demonstration during presentation within the allotted time. Bank may increase or decrease the score in case the same is found not in order during the Presentation.

The bidder needs to fill up the response column according to the criteria given below:

Description	Response
Required functionality is readily available (Complied)	'Y' = 1 Mark
Required functionality will be made available with customization (Customization) **Score obtained will be re-evaluated and normalized as from total of 20 marks	'C' = 0.5 Mark

Sr.	Module	Technical Specification (Functionality or Screen Names )	Compliance (Complied / Customizable)	Remarks , if any
<b>Retail Internet Banking</b>				
1	Widgets on Dashboard window	Dashboard		
2	A/c Details, Balance & Statement	Account Summary Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft inquire Lien View Nominee details View or stop issued cheques View Clearing instrument - Inward/Outward (including Cheque Image) Request Cheque Book		

3	Operative Accounts	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft Inquire Lien View Nominee details View or stop issued cheques View Clearing instrument Request Cheque Book		
4	Deposit Accounts	Inquire Lien View Nominee details View Account Statement View Deposit schedule		
5	Loan Accounts	View Account Statement View Disbursement schedule View Repayment schedule		
6	FD/RD	Premature FD Closure Open Fixed Deposit (FD) A/c Open Recurring Deposit (RD) A/c		
7	Transfer to PNB Accounts	Own Accounts Other PNB Accounts		
8	Transfer to Other Bank Accounts	NEFT IMPS P2A (24*7 Instant Transfer)		
9	Manage Beneficiary	Add Within PNB Payee Add Other Bank Payee View/Modify Beneficiary Details/Limits Confirm New/Modified Beneficiary		
10	Manage Template	Manage template as product feature		
11	Transaction Status	Completed Transactions Saved Transactions Recurring Transactions Scheduled Transactions All Transactions		
12	Mobile Banking Services	Register for Mobile Banking Reset Passwords for Mobile Banking		
13	Emergency Services	Debit Card Hotlisting Mobile Banking User Blocking Stop Cheques Last Ten SMS		
14	Tax Related Services	Income Tax e-Filing Login Tax Credit (View Form 26 AS) Apply for 15G/15H BBPS		

15	Card Related Services	Debit Card Personalization - Update Card Limit ATM Limit POS/E Comm Limit Set/Reset Debit Card PIN		
16	Register for Govt. Initiatives	Pradhan Mantri Jeewan Jyoti Bima Yojana Reprint PMJJBY Acknowledgement Reprint PMSBY Acknowledgement Pradhan Mantri Jeewan Suraksha Bima Yojana Atal Pension Yojana		
17	Service Request and Tracking	Service Requests FD A/c Opening - Status Tracking		
18	Mails & Messages	Internet Banking Mails View Broadcast Messages		
19	VPA Management	Manage VPA Add Payee VPA Confirm VPA Payee View/Delete Payee VPA Deregister		
20	VPA Management	Send Money Collect Money Collect Money Approval Complaint Management Transaction History		
21	Personal Details & Preferences	Merge Mobile Banking User ID/Beneficiaries Change Account Access Set Preferences Set Account Nick Name Update IBS user Id View Personal Details View Registered Mobile Number		
22	Security Settings	Set Limits Enable Transaction Password Change Login Password Change Transaction Password Set Login Time Restriction Set Second Factor Authentication Voice OTP Login SMS Alert for every login		
23	SCSS Accounts	Link SCSS Account Make Payment View Account Statement		
24	Shopping Mall	Internet Banking Integration for online shopping		

25	pre- Login	Registration Forgot Password Green PIN Forgot User Id Enable Transaction		
<b>Corporate Internet Banking</b>				
26	Widgets on Dashboard window	Dashboard		
27	View Mini Statement	View Mini Statement		
28	Transaction History	Detailed Statement		
29	View Flexi fixed Deposit Links	View Flexi fixed Deposit Links		
30	Inquire on temporary OverDraft	Inquire on temporary OverDraft		
31	Inquire Lien	Inquire Lien		
32	View Nominee details	View Nominee details		
33	View Clearing Instrument Details	View Clearing Instrument Details		
34	New checkbook Request	New checkbook Request		
35	Transaction support Services	Modify Transaction Limits		
36	Apply Limit for Shopping mall	Modify Transaction Limits		
37	Self linked Account Transfer	Own Accounts		
38	Account Summary	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft inquire Lien View Nominee details View Clearing instrument		



39	Operative Accounts	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft inquire Lien View Nominee details View Clearing instrument		
40	Loan Accounts	Inquire Lien View Nominee details View Account Statement View Deposit schedule		
41	Deposit Accounts	View Account Statement View Deposit Schedule View Nominee Details General- Transaction Approval Self Linked Account Transfer Third party Transfers		
42	Transaction Management	Initiate NEFT/RTGS Save as Template General- NEFT/RTGS Scheduled Payment General- Standard instructions for Loan EMI Payment Shopping mall Payments Initiate from Template		
43	Transaction support Services	Add/Modify Beneficiary Self Confirmation Manage Template		
44	Transaction Enquiry	View Saved Transaction View Scheduled Transactions View Completed Transactions View Recurring Instructions View All Transactions		
45	NFT/RTG/IM P/WIB Transactions	General		
46	Tax related Services	Income Tax e-filing Log in		
47	General Services	Raise a complaint/FeedBack		
48	Change Password	Change Login Password Change Transaction Password		
49	Change Image/Phrase	Change Image/Phrase		
50	Set Preferences	Set Preferences		

51	View Personal Details	View Personal Details		
52	Approve Request	Approve Request		
53	Recall Request	Recall Request		
54	Query On Request	Query On Request		
55	Workflow	Approval hierarchy Work delegation		
<b>Functional Requirements</b>				
56	Functional Requirement s	Bank User Administrative Module		
57	Functional Requirement s	Corporate Administrative Module (Only For Multi User Corporate Application)		
58	Functional Requirement s	Account Summary Module		
59	Functional Requirement s	Funds Transfer Module		
60	Functional Requirement s	Customer Service Requests Module		
61	Functional Requirement s	Loan Request & Management Module		
62	Functional Requirement s	Business Network Management / Supply Chain Module (Only For Corporate Application)		
63	Functional Requirement s	Bill Payments Module		
64	Functional Requirement s	Treasury / Forex Module (Only For Corporate Application)		
65	Functional Requirement s	Trade Finance Module (Only For Corporate Application)		
66	Functional Requirement s	Cash Management Module (Only For Corporate Application)		
67	Functional Requirement s	Personalization, Customization & Ease Of Navigation Module		

68	Functional Requirements	Transaction Security Features Module		
69	Functional Requirements	Update Of Profile Information Module		
70	Functional Requirements	Workflow Support And Division Management Module (Only For Multi User Corporate Application)		
71	Functional Requirements	Charge Module		
<b>TECHNICAL REQUIREMENTS (for both web and mobile channels)</b>				
72	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Interface to core banking system for financial and non-financial transactions / updates in dialect of ISO 8583 format		
73	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Interface for online merchant transaction payment using internet banking		
74	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Support of web services/XML through http/https.		
75	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Support of multi currencies mainly - USD, EUR, GBP, AUD, CAD, JPY, etc.		
76	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Support of multiple languages including English, Hindi, Punjabi, etc. (Indian languages)		

77	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Compatible with all major browsers (including but not limited to different versions of IE, Chrome, Firefox, Opera and Safari)		
78	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Integration with existing database structure & its schema		
79	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The solution should integrate with bank's security solutions like WAF, SIEM, etc.		
80	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The solution should support 3rd party Enterprise Backup Solution of all leading OSD's, and there should not be any negative performance impact on the VM's during the Backup even if Bank takes the Backup in business hours. Currently Bank have Dell EMCs Data Protection Suite with Backup Appliance: DD9300.		
81	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The solution should offer creation of Corporate level admin users for different corporate with Focused administrator powers related to Corporate like User Creation, set password, enable disable, etc.		
82	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The solution should support the following security features: i. Username and password for accessing internet banking together with captcha. ii. Auto blocking/locking of internet banking upon reaching maximum number of tries with invalid/incorrect PIN. The maximum number of incorrect tries should be configurable by the Bank. iii. Termination of internet banking session and log off after lapse of configurable time period; Pop-up alert		

		intimating customer that session is about to expire.		
83	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The solution should support the following transaction level security: i. End-to-End encryption of data transmission (symmetric or asymmetric) ii. Minimum two factor authentication (with provision for a second factor like transaction OTP, Digi-token, biometric etc. iii. System should support multiple authentication schemes based on bank's preferences.		
84	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The solution should support the following platform security & reliability: i. Data stored is encrypted in the platform database ii. Audit trails and logging features available in Web Server, application server and database server iii. Possibility to assign specific rights to platform administrators for secure and restricted access at web/app/DB. iv. Ability of the platform to support external certifying authority for certificate. v. Support of standard algorithms like AES with RSA vi. Minimum encryption strength of 256 bit for end-to-end transaction vii. Support of the PKI scheme by the platform.		
85	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The solution should maintain reliability of the transactions. It means that the platform should have the intelligence to handle cases like: i. Internet connection drops during transaction ii. Backend host system down		

86	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	<p>The system should provide the following functionalities with respect to transaction logs and audit:</p> <ul style="list-style-type: none"> <li>i. Should maintain detailed transaction logs to enable processing audit trails to be reconstructed in the event of any disputes or errors.</li> <li>ii. The storage period of logs should be parameterized.</li> <li>iii. Security safeguards should also be implemented to protect the information from unauthorized modification or destruction.</li> <li>iv. System should facilitate maintaining a log of the reasons for unsuccessful transactions.</li> </ul>		
87	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Application to support integration with the mail messaging system of the bank to generate alerts with respects to transaction, login etc.		
88	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	An audit trail of all the registrations done with details of the mode of request, who activated, date and time of registration should be stored in the database.		
89	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Provision to generate detailed reports, logs, audit trails regarding all transactions		
90	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The internet banking solution should be scalable to meet future enhancements/upgrades.		

91	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The following processes to be supported through backend batches and should be automated with minimal manual intervention – i. Processing of bulk payment file. ii. CBS data syncing with internet banking application iii. All kind offline requests. iv. Processing of scheduled and recurring transactions.		
92	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The Solution should cover all existing internet banking features presently in PNB and also the features which are under customization/ Pipeline.		
93	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Solution should service requests through an API gateway for routing requests to appropriate micro services with request routing, composition, and protocol translation and should support both stateful and stateless API calls.		
94	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The Solution should provide a portal for end to end monitoring and management of all user requests at the micro service level, which includes flow of request through various micro services, highlighting of requests in unhealthy states, capability to introduce and deploy new micro services with zero downtime and to route specific request to new modules.		
95	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The Solution should support Multi-factor authentication methods other than OTP.		
96	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The Solution should have the capability to provide the end user to set separate limits for internet and mobile channels.		



97	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The Solution should have captcha authentication module.		
98	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The Solution should have end-to-end delivery of SMS with one or more aggregators.		
99	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The administrator of the platform should have: -The capability to add new products and services easily as per bank's need - The capability to create/generate various types of alerts such as bulk SMS campaign, system down alert, customized advertising campaign management, etc.		
100	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	The solution should support 5G mobile and internet banking services.		
101	TECHNICAL SCOPE & REQUIREMENTS (for both web and mobile channels)	Mobile Banking and mobile payments are to be feasible through voice, data and multimedia using IMPS, AEPS, NEFT and UPI Modes of data formats and APIs.		
102	Onsite Support (Mandatory to comply if required by Bank)	24x7x365 online support facility through phone and email. The bank also has discretion to avail onsite support services whenever required without any additional cost.  Bidder shall provide onsite support having One Team Lead and two L2 support engineers post go-live along with (if required)Offsite/Onsite L2 & L3 support to meet the requirements, SLA & terms of the RFP for entire contract duration. Bidder to ensure at least 3-		

	<p>month KT is provided to PNB team before handing over the activity to PNB for performing L1 team if bank decides. Bank's /L1 team will log the ticket and bidder's L1, L2 and L3 to provide the required resolution within the defined timelines, SLA, and terms of the RFP. The Bidder is required to provide support and applicable patches as and when released during the contract period. Any observation raised by Regulators/Bank/Other Agencies from time to time should be rectified and fixed by the bidder at no additional cost to Bank post approval from Bank for deploying the same.</p>		
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**NOTE:** All points are mandatorily required to be filled with any one value i.e. 'Complied', 'Non-Complied' or 'Customization'. Non-compliance to any of the above technical specification will make the bid liable for rejection.

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company:**

### PERFORMA FOR INDICATIVE COMMERCIAL OFFER

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

**Table-A - License Cost**

Sr. No.	RRB Name	Total Internet Banking Solution (Retail & Corporate) Cost for each RRB (including OS Licenses cost, Middleware licenses, any other licence required except the licences which will be provided by the Bank as per RFP). (HA at both DC & DR for Production set up & non HA for other setup at DC) with one year warranty		Multiplication Factor (b) (for 5 years)	Total Cost = $c=(a+b)*5$
		Unit Cost - DC (a)	Unit Cost – DR (b)		
1	Prathama UP Gramin Bank, Moradabad			5	
2	Punjab Gramin Bank, Kapurthala			5	
3	Sarva Haryana Gramin Bank, Rohtak			5	
4	Himachal Pradesh Gramin Bank, Mandi			5	
5	Tripura Gramin Bank, Agartala			5	
6	Bangiya Gramin Vikash Bank, Berhampore			5	
7	Assam Gramin Vikas Bank, Guwahti			5	
8	Dakshin Bihar			5	

	Gramin Bank, Patna				
9	Manipur Rural Bank, Imphal			5	
<b>Total License Cost for all RRBs(P)</b>					

**Table B – ATS**

Sr. No	RRB Name	ATS for Internet Banking Solution of License Fee per year for DC & DR (Minimum 10% of Unit Cost provided in License Fee in Table 1 for respective RRB)								Total Cost (Y=Y2a+Y2b+Y3a+Y3b+Y4a+Y4b+Y5a+Y5b)
		Unit Cost for each Year								
		Year 2 (Y2a) ) DC	Year 2 (Y2b) ) DR	Year 3 (Y3a) ) DC	Year 3 (Y3b) ) DR	Year 4 (Y4a) ) DC	Year 4 (Y4b) ) DR	Year 5 (Y5a) ) DC	Year 5 (Y5b) ) DR	
1	Prathama UP Gramin Bank, Moradabad									
2	Punjab Gramin Bank, Kapurthala									
3	Sarva Haryana Gramin Bank, Rohtak									
4	Himachal Pradesh Gramin Bank, Mandi									
5	Tripura Gramin Bank, Agartala									
6	Bangiya Gramin Vikash Bank, Berhampore									

7	Assam Gramin Vikas Bank, Guwahti									
8	Dakshin Bihar Gramin Bank, Patna									
9	Manipur Rural Bank, Imphal									
<b>Total ATS Cost for all RRBs (Q)</b>										

**Table C – Implementation Cost**

Sr. No.	RRB Name	End-to-End Implementation Cost (both for DC & DR) or One Time Set Up Cost		Multiplication Factor (m)	Total Cost $c=(a+b)*m$
		Unit Cost DC (a)	Unit Cost DR (b)		
1	Prathama UP Gramin Bank, Moradabad			1	
2	Punjab Gramin Bank, Kapurthala			1	
3	Sarva Haryana Gramin Bank, Rohtak			1	
4	Himachal Pradesh Gramin Bank, Mandi			1	
5	Tripura Gramin Bank, Agartala			1	
6	Bangiya Gramin Vikash Bank, Berhampore			1	
7	Assam Gramin Vikas Bank, Guwahti			1	
8	Dakshin Bihar Gramin Bank, Patna			1	
9	Manipur Rural Bank, Imphal			1	
<b>Total One Time Set up Cost for all RRBs ( R)</b>					

**Table D – Onsite Technical Support\* (Indicative)**

Sr. No.	Items	Unit Cost (a)	Multiplication Factor (b)	Total Cost (c=a*b)
1	Onsite Technical Support (Yearly cost of Team Leader- resource to be deployed at PNB DC/DRS as per the requirement of Bank.) for one personnel		1	
2	Onsite Technical Support (Yearly cost of Type-1 (L1 Resource) resource to be deployed at PNB DC/DRS as per the requirement of Bank.) for one personnel		1	
3	Onsite Technical Support (Yearly cost of Type-2 (L2 Resource) resource to be deployed at PNB DC/DRS as per the requirement of Bank.) for one personnel.		3	
<b>Total Onsite Technical Support Cost (S)</b>				

\*No of officials required for Onsite Technical Support are indicative and may be increased or decreased as per requirement

**Table E – Customization Cost**

Sr. No.	Items	Unit Cost (a)	Multiplication Factor (b) [100 Man days]	Total Cost (c=a*b)
1	Customization cost per man day*		100	
<b>Total Customization Cost (T)</b>				

\*100-man days are taken only for TCO calculation and does not have any commitment from Punjab National Bank on availing these hours/efforts.

**Table F – Total Cost of Ownership**

Sr.	Description	Total Cost
1	Total License Cost for all RRBs(P)	
2	Total ATS Cost for all RRBs (Q)	
3	Total One Time Set up Cost for all RRBs ( R)	
4	Total Onsite Technical Support Cost (S)	
5	Total Customization Cost (T)	
<b>Total Cost of ownership (Sl. No 1 + Sl. No 2+ Sl. No 3+ Sl. No 4 + Sl. No 5) in Words</b>		
<b>Total Cost of ownership (Sl. No 1 + Sl. No 2+ Sl. No 3+ Sl. No 4 + Sl. No 5) in Figures</b>		

**NOTES:**

1. The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
2. Any column left blank by the bidder will result in disqualification of the bid.
3. ATS will be applicable after expiry of warranty period.
4. Customization cost (in man days) mentioned in above Table will only be applicable after the signoff will be given to the successful bidder. Also, the PO will be given by Bank as and when required during the entire contract period at the unit rates finalized. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
5. The multiplication factor as mentioned in above tables is only indicative and for the purpose of deriving the Total Cost for evaluation of commercial bids. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period, at the unit rate finalized.
6. Bank is not bound to place any minimum order for any item.
7. Tender will be awarded on the basis of Techno Commercial evaluation i.e. 70% Weightage for Technical bid + 30% Weightage for Commercial bid and the bidder who score HIGHEST MARKS will be declared as H1 Bidder. Weightage of technical bid (Max 70%) will be calculated on total marks of technical evaluation scoring parameter.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**



**PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

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 Internet Banking Solution for Sponsored RRBs.

An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

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

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

"Notwithstanding anything contained herein above

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

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2023 at \_\_\_\_\_

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**  
**Designation:**  
**Seal of Company**

**PERFORMA FOR INTEGRITY PACT**

To,  
Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

## INTEGRITY AGREEMENT

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

And

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

### Preamble

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

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

### Section 1- Commitments of the Principal

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

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

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

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

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which

he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

## **Section 5- Previous transgression**

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

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor. Sub-Contractors should adhere to
  - i. Bank's Outsourcing Policy.
  - ii. Compliance of Bank's Acceptable Usage of IT Policy
  - iii. Adhere to confidentiality clause and clear assignment of liability for loss resulting from information security lapse in the vendor contract.
  - iv. Allow review of financial and operational condition of service provider with emphasis to performance standards, confidentiality and security, business continuity preparedness.
  - v. Permit Review of SLA and NDA with sub-contractors.
  - vi. Accept responsibility and liability as defined according to Information Security policy and procedures of the Bank.
  - vii. Ensure compliance with all relevant RBI guidelines
  - viii. Agree for VAPT / EAPT / Network / Infrastructure Audit of outsourced vendors / third party service providers if required by Bank
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

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

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

task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word ‘Monitor’ would include both singular and plural.

## **Section 09- Pact Duration**



This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged. Determined by MD & CEO, PNB.

## Section 10- Other provisions

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

- (1) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

**(Office Seal)**

**(Office Seal)**

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**UNDERTAKING FOR on Premises Implementation**  
(On Company's Letter-Head)

Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075  
Sir,

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services**  
**to customers of Sponsored RRBs**

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

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

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

Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**CERTIFICATE OF THE SOFTWARE(S), TOOL(S), SOLUTION(S) BEING DEPLOYED  
COMPLIANCE***(On Letter-Head of OSD (s))*

Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services  
to customers of Sponsored RRBs**

We M/s \_\_\_\_\_, the OSD for the following  
Solution(s)/Software(s) which is/are being supplied as a part of Internet Banking Solution for  
Sponsored RRBs through our authorized partner M/s \_\_\_\_\_ (name of  
bidder)

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

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**ESCALATION MATRIX**

(To be provided on bidder's letter head)

Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

We hereby submit the escalation matrix of our organization  
(M/s \_\_\_\_\_) for Internet Banking Solution for  
Sponsored RRBs related issues as following: -

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

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

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

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

**CERTIFICATE ON SHAREHOLDING STRUCTURE OF OSD**

(To be provided on letter head of OSD)

Assistant General Manager  
 Punjab National Bank, Procurement Department,  
 Digital Banking Transformation Division,,  
 Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

**Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

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

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

**OSD Name:**
**Registered Address of the OSD:**

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

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

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

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

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

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

**Signature of Authorized Signatory**

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

# **CERTIFICATE ON SHAREHOLDING STRUCTURE OF BIDDER**

(To be provided on letter head of Bidder)

Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir,

## **Reg.: RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

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

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

### **Bidder Name:**

### **Registered Address of the Bidder:**

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

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

### **Registered Address of the Bidder's Parent Company:**

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

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

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

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

### **Signature of Authorized Signatory**

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



**TECHNICAL BOQ**

<b>Sr No</b>	<b>Item</b>	<b>Details required</b>	<b>Details</b>
1.	Internet Banking solution	Make Model Version Edition	
2.	Encryption tool	Make Model Version Edition	
3.	Any other tools/solution proposed	Make Model Version Edition	
4.	Storage at DC	Storage in GB considering Active deployment at DC	
5.	Storage at DR	Storage in GB considering Active Passive deployment at DR	

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## ANNEXURE – XXIII (b)

### HARDWARE BILL OF MATERIAL (BOM)

Kindly include the Oracle licenses also required from the Bank. The Oracle Licenses will be provided by the Bank.

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

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

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

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

### Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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

## ANNEXURE – XXIII (c)

Offered Solution must use the oracle database & should be compatible with Oracle 19c and its future updates throughout the contract period. Bidder to provide the Oracle license product details and no. of Oracle Licenses required for the complete operationalization of the solution clearly in BOM (Bill Of Material) given below. Licenses available with the Bank are as follows:

- a) Oracle Database Enterprise Edition
- b) Oracle Database Real Application Cluster Enterprise Edition
- c) Oracle Database Diagnostic pack enterprise edition
- d) Oracle Database Tuning pack enterprise edition
- e) Oracle Enterprise Golden Gate License
- f) Oracle Database Partition License
- g) Oracle WebLogic enterprise edition.

The above Oracle products must be monitored round the clock via Security Software which would enable real-time Observability, real-time Compliance Check, and real-time Actionable Intelligence of the entire Oracle stack.

Bidders should include the details of these Oracle licenses along with the no. of Cores in the server for which these licenses are required. The same should be provided to the Bank in the Bill of Material as per Annexure XXIII(c).

### SOFTWARE BILL OF MATERIAL (BOM)

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

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

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

### Signature of Authorized Signatory

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

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

**ANNEXURE – XXIII (d)****RESOURCE BILL OF MATERIAL (BOM)**

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

**Date:** \_\_\_\_\_**Place:** \_\_\_\_\_**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company:**

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

**UNDERTAKING OF INFORMATION SECURITY FROM THE BIDDER**

(to be provided on letter head of Bidder)

To  
Assistant General Manager  
Punjab National Bank, Procurement Department,  
Digital Banking Transformation Division,,  
Head Office, Sector 10, Dwarka, New Delhi – 110075

Sir

**Reg.: Our bid for RFP for Selection of Application Services Provider for Internet Banking Services to customers of Sponsored RRBs**

We hereby undertake that the proposed software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

We also undertake that :-

- (a) The Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
  - (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.

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

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

Yours faithfully

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## Appendix I

### Phase-wise implementation - Retail Internet Banking in RRBs

S. No.	Module	Functionality	Phase
1	Widgets on Dashboard window	Dashboard	1
2	A/c Details, Balance & Statement	Account Summary Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft inquire Lien View Nominee details View or stop issued cheques View Clearing instrument - Inward/Outward (including Cheque Image) Request Cheque Book	1
3	Operative Accounts	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft Inquire Lien View Nominee details View or stop issued cheques View Clearing instrument Request Cheque Book	1
4	Deposit Accounts	Inquire Lien View Nominee details View Account Statement View Deposit schedule	1
5	Loan Accounts	View Account Statement View Disbursement schedule View Repayment schedule	1
6	FD/RD	Premature FD Closure Open Fixed Deposit (FD) A/c Open Recurring Deposit (RD) A/c	1
7	Transfer to PNB Accounts	Own Accounts Other PNB Accounts	1
8	Transfer to Other Bank Accounts	NEFT RTGS IMPS P2A (24*7 Instant Transfer)	1



9	Manage Beneficiary	Add Within PNB Payee Add Other Bank Payee View/Modify Beneficiary Details/Limits Confirm New/Modified Beneficiary	1
10	Manage Template	Manage template as product feature	1
11	Transaction Status	Completed Transactions Saved Transactions Recurring Transactions Scheduled Transactions All Transactions	1
12	Mobile Banking Services	Register for Mobile Banking Reset Passwords for Mobile Banking	1
13	Emergency Services	Debit Card Hotlisting Mobile Banking User Blocking Stop Cheques Last Ten SMS	1
14	Tax Related Services	Income Tax e-Filing Login Tax Credit (View Form 26 AS) Apply for 15G/15H BBPS	2
15	Card Related Services	Debit Card Personalization - Update Card Limit ATM Limit POS/E Comm Limit Set/Reset Debit Card PIN	1
16	Register for Govt. Initiatives	Pradhan Mantri Jeewan Jyoti Bima Yojana Reprint PMJJBY Acknowledgement Reprint PMSBY Acknowledgement Pradhan Mantri Jeewan Suraksha Bima Yojana Atal Pension Yojana	2
17	Service Request and Tracking	Service Requests FD A/c Opening - Status Tracking	1
18	Mails & Messages	Internet Banking Mails View Broadcast Messages	1
19	VPA Management	Manage VPA Add Payee VPA Confirm VPA Payee View/Delete Payee VPA Deregister	1

20	VPA Management	Send Money Collect Money Collect Money Approval Complaint Management Transaction History	1
21	Personal Details & Preferences	Merge Mobile Banking User ID/Beneficiaries Change Account Access Set Preferences Set Account Nick Name Update IBS User Id View Personal Details View Registered Mobile Number	2
22	Security Settings	Set Limits Enable Transaction Password Change Login Password Change Transaction Password Set Login Time Restriction Set Second Factor Authentication Voice OTP Login SMS Alert for every login	1
23	SCSS Accounts	Link SCSS Account Make Payment View Account Statement	2
24	Shopping Mall	Internet Banking Integration for online shopping	2
25	Pre- Login	Registration Forgot Password Green PIN Forgot User Id Enable Transaction	1
26	PFMS	Integration with PFMS	1

## Appendix II

### Phase-wise implementation - Corporate Internet Banking

S. No.	Module	Functionality or Screen Name	Phase
1	Widgets on Dashboard window	Dashboard	1
2	View Mini Statement	View Mini Statement	1
3	Transaction History	Detailed Statement	1
4	View Flexi fixed Deposit Links	View Flexi fixed Deposit Links	1
5	Inquire on temporary OverDraft	Inquire on temporary OverDraft	1
6	Inquire Lien	Inquire Lien	1
7	View Nominee details	View Nominee details	1
8	View Clearing Instrument Details	View Clearing Instrument Details	1
9	New checkbook Request	New checkbook Request	1
10	Transaction support Services	Modify Transaction Limits	1
11	Apply Limit for Shopping mall	Modify Transaction Limits	2
12	Self linked Account Transfer	OwnAccounts	1
13	Account Summary	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft inquire Lien View Nominee details View Clearing instrument	1
14	Operative Accounts	Detailed Statement View Mini Statement View Flexi fixed Deposit Links Inquire on temporary OverDraft inquire Lien View Nominee details View Clearing instrument	1
15	Loan Accounts	Inquire Lien View Nominee details View Account Statement View Deposit schedule	1
16	Deposit Accounts	View Account Statement View Deposit Schedule View Nominee Details	1
17	Transaction Management	General- Transaction Approval	1

		Self Linked Account Transfer	1
		Third party Transfers	1
		Initiate NEFT/RTGS	
		Save as Template	1
		General- NEFT/RTGS Scheduled Payment	1
		General- Standard instructions for Loan EMI Payment	1
		Shoppingmall Payments	2
		Initiate From Template	1
18	Transaction support Services	Add/Modify Beneficiary	1
		Self Confirmation	1
		Manage Template	1
19	Transaction Enquiry	View Saved Transaction	1
		View Scheduled Transactions	1
		View Completed Transactions	1
		View Recurring Instructions	1
		View All Transactions	1
20	NFT/RTG/IMP/WIB Transactions	General	1
21	Tax related Services	Income Tax e-filing Login	2
22	General Services	Raise a complaint/FeedBack	1
23	Change Password	Change Login Password	
		Change Transaction Password	1
24	Change Image/Phrase	Change Image/Phrase	1
25	Set Preferences	Set Preferences	1
26	View Personal Details	View Personal Details	1
27	Approve Request	Approve Request	1
28	Recall Request	Recall Request	1
29	Query On Request	Query On Request	1
30	Workflow	Approval hierarchy	
		Work delegation	1
31	PFMS	Integration with PFMS	1

### Abbreviations

Abbreviations	Meaning
RRBs	Regional Rural Banks
DC	Data Centre located at Delhi
DR/DRC/DRS	Disaster Recovery Site located at Mumbai
PNB	Punjab National Bank
GeM	Government e Marketplace (GeM), National Public Procurement Portal by Government of India
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
MSE	Micro & Small Enterprise
OSD	Original Software Developer
IP	Integrity Pact
NDA	Non Disclosure Agreement
OTS	Onsite Technical Support
UAT	User Acceptance Testing
SRS	Software Requirement Specifications
HLD	High-Level Design
LLD	Low-Level Design
ATS	Annual Technical Support
SLA	Service Level Agreement
IPR	Intellectual Property Right
IBS	Internet Banking Solution
NIT	Notice Inviting Tender

### **ADDITIONAL TERMS AND CONDITIONS**

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. Buyer Organization Specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
4. Malicious Code Certificate:  
The seller should upload following certificate in the bid: -
  - (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to: -
    - (i) Inhibit the desires and designed function of the equipment.
    - (ii) Cause physical damage to the user or equipment during the exploitation.
    - (iii) Tap information resident or transient in the equipment/network.
  - (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software. The seller should upload Annexure XXIV in the bid.
5.
  1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy,

such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

7. Dedicated /toll Free Telephone No. for Service Support: BIDDER/OSD must have Dedicated/toll Free Telephone No. for Service Support.
8. The Service Provider is required to have at least 30 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.
9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
10. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.
11. Forms of EMD and PBG:  
Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name in favour of Punjab National Bank, Digital Banking Division payable at New Delhi. BG should be valid up to 12 months from the last date of submission.  
Bank & Branch: Punjab National Bank, Centralised ATM Cell, New Delhi.  
Imprest Account: 0153002200175716 favoring Digital Banking Transformation Division,  
IFSC Code: PUNB0522800
12. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.