



**REQUEST FOR PROPOSAL (RFP) FOR  
SUPPLY, IMPLEMENTATION AND  
MAINTENANCE OF VIRTUAL DESKTOP  
INFRASTRUCTURE (VDI) SOLUTION.**

**Date: 06/04/2024**

**PUNJAB NATIONAL BANK**

**Information Technology Division**

Head Office, 5, Sansad Marg,

New Delhi - 110 001

Tel: (011) - 23724596

## Invitation for Request for Proposal (RFP)

PNB invites proposals from reputed bidder for procurement for Supply, Implementation and Maintenance of Virtual Desktop Infrastructure (VDI) Solution. This RFP may be downloaded by the bidders free of cost from the GEM Portal ([www.gem.gov.in](http://www.gem.gov.in)). All the documents and process related information are also published on the PNB Website

## Common Terms of Reference / Definition

### ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below:

| S No. | Abbreviations | Description / Full form                    |
|-------|---------------|--|
| 1.    | AMC           | Annual Maintenance Contract                |
| 2.    | ATS           | Annual Technical Support                   |
| 3.    | API           | Application Programming Interface          |
| 4.    | BFSI          | Banking, Financial Services, and Insurance |
| 5.    | NMS           | Network Monitoring Solution                |
| 6.    | BG            | Bank Guarantee                             |
| 7.    | BOM           | Bill of Material                           |
| 8.    | DD            | Demand Draft                               |
| 9.    | DI            | Delivery Instructions                      |
| 10.   | DIT           | Department of Information Technology       |
| 11.   | EMD           | Earnest Money Deposit                      |
| 12.   | OEM           | Original Equipment Manufacturer            |
| 13.   | GST           | Goods and Service Tax                      |
| 14.   | HO            | Head Office                                |
| 15.   | EBP           | External Business Partners                 |
| 16.   | LD            | Liquidated Damage                          |
| 17.   | MSE           | Micro and Small Enterprises                |
| 18.   | MSME          | Micro Small Medium Enterprises             |
| 19.   | NEFT          | National Electronic Funds Transfer         |
| 20.   | NI Act        | Negotiable Instruments Act                 |
| 21.   | OEM           | Original Equipment Manufacturer            |
| 22.   | PSB           | Public Sector Bank                         |
| 23.   | EOL           | End of Life                                |
| 24.   | EOSL          | End of Support life                        |
| 25.   | UAT           | User Acceptance Testing                    |
| 26.   | RTGS          | Real Time Gross Settlement                 |
| 27.   | POST          | Power ON Self-Test                         |
| 28.   | MOP           | Method of Procedure                        |

|     |          |  |
|-----|----------|--|
| 29. | RCA      | Root Cause Analysis  |
| 30. | AES      | Advanced Encryption Standard                                   |
| 31. | AV       | Anti-Virus   |
| 32. | ACL      | Access Control List  |
| 33. | BCP      | Business Continuity Planning                                   |
| 34. | CBS      | Core Banking Solutions   |
| 35. | CLI      | Command Line   |
| 36. | CUG      | Closed User Group  |
| 37. | DC       | Data Center  |
| 38. | DR Site  | Disaster Recovery Site   |
| 39. | EMD      | Earnest Money Deposit  |
| 40. | GRE      | Generic Routing Encapsulation                                  |
| 41. | GUI      | Graphical User Interface                                       |
| 42. | HTTPS    | Hyper Text Transfer Protocol Secure                            |
| 43. | IDRBT    | The Institute for Development & Research in Banking Technology |
| 44. | ISO      | International Organization for Standards                       |
| 45. | LAN      | Local Area Network   |
| 46. | LDAP     | Lightweight Directory Access Protocol                          |
| 47. | LLDP-MED | Link layer discovery Protocol Media endpoint discovery         |
| 48. | LOI      | Letter of Intent   |
| 49. | NDA      | Non-Disclosure Agreement                                       |
| 50. | NDR      | Near Data Centre   |
| 51. | NMS      | Network Management System                                      |
| 52. | NOC      | Network Operation centre                                       |
| 53. | P&L      | Profit and Loss  |
| 54. | P2P      | Peer to Peer   |
| 55. | PBG      | Performance Bank Guarantee                                     |
| 56. | PO       | Purchase Order   |
| 57. | PSB      | Public Sector Bank   |
| 58. | PSU      | Public Sector Undertaking                                      |
| 59. | QoS      | Quality of Service   |
| 60. | QSFP     | Quad Small Form Factor Pluggable                               |
| 61. | RFP      | Request For Proposal   |
| 62. | RRB      | Regional Rural Bank  |
| 63. | RTGS     | Real Time Gross Settlement                                     |
| 64. | HCI      | Hyper converged infrastructure                                 |
| 65. | SOC      | Security Operation Centre                                      |
| 66. | SLA      | Service Level Agreement  |
| 67. | SNMP     | Simple Network Management Protocol                             |
| 68. | SRTP     | Secure Real Time Transport Protocol                            |

|     |       |   |
|-----|-------|---|
| 69. | SSH   | Secure Shell  |
| 70. | SSL   | Secure Sockets Layer  |
| 71. | STP   | Spanning Tree Protocol  |
| 72. | SWIFT | Society for Worldwide InterBank Financial Telecommunications                            |
| 73. | TCO   | Total Cost of Ownership   |
| 74. | TCP   | Transmission Control Protocol   |
| 75. | TLS   | Transport Layer Security  |
| 76. | ToS   | Type of Service   |
| 77. | TOR   | Top of Rack   |
| 78. | WAN   | Wide Area Network   |
| 79. | VDI   | Virtual Desktop Interface   |
| 80. | Audit | Audit refer to any Audit/Observation/Examination/Report/Inquiry, etc. by any authority. |
| 81. | DAM   | Database Activity Monitoring  |
| 82. | TCO   | Total Cost of Ownership   |
| 83. | OTS   | Onsite Technical Support  |

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# 1 PART – A – GENERAL TERMS AND CONDITIONS

## 1.1 Introduction

Punjab National Bank is one of the leading Nationalized Banks, headquartered in New Delhi. The Bank started its operations on 12th April 1895. Throughout the journey of more than 125 years of existence, the Bank has expanded its network across the country and marked its presence outside India and at present the Bank has more than 10,000 branches and 13500 ATMs (onsite and offsite) all over the country and various offices at Dubai, Bhutan, UK etc. The Bank has 22 Zonal Offices and 139 Circle Offices controlling these Branches/ ATMs besides specialized service branches, DC, DRS, training establishment and other offices. The Bank also has various Subsidiaries, Associates and Joint Ventures including 9 RRBs (Regional Rural Banks).

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

## 1.2 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English language.

## 1.3 Contact to Bidders

Interested Bidders are requested to send their queries and representations, if any, related to the said tender, only on the below mentioned email IDs:

1. buycon404.pnb.dl@gembuyer.in
2. tarun@pnb.co.in

or the officials may be contacted on the following Contact Number: 011-23311452 from 10AM - 5PM on Bank's working days

Alternatively, any correspondence in writing maybe also be sent to the following address:

3. The Assistant General Manager  
Punjab National Bank,  
IT Procurement Department,  
I.T. Division, HO: 5 Sansad Marg,  
New Delhi 110 001

The communication sent should contain the containing following information of the Bidder, so that in case of any clarification the same may be share with them:

- (a). Name of Bidder
- (b). Contact person
- (c). Mailing address with Pin Code,
- (d). Contact Number.
- (e). e-mail etc.

Bidders shall contact/correspond/communicate only on the aforementioned contact details and any communication received on any other email-id/address and /or through any other mode/medium other than the one mentioned above, will not be attended.

#### **1.4 Board Resolution Copy with Authorization Letter/ Power of Attorney**

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

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

**In case the OEM is unable to submit the above document, Letter of Authorization as per Annexure-24 issued by the Competent Authority of the Company is to be submitted.**

#### **1.5 Performance Bank Guarantee**

The successful bidder shall submit a performance Bank guarantee of **5%** of the total contract value. The PBG should have validity of at least 66 months with a claim period of additional 6 months. In case due to any reason, the validity of the PBG expires before the completion of the contract period, the same shall have to be extended by the Bidder with the same terms and conditions. In case Bank extends the contract, the PBG shall have to be extended till the period of extension with same terms and conditions.

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

1. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank
2. The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.
3. The Performance Bank Guarantee shall act as a security deposit and either in case the Successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.
4. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Successful bidder is not able fulfil any or all material conditions specified in the Agreement or is unable to complete the project within the stipulated time.
5. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD AND/OR Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract / to comply with the terms and

condition of RFP, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.

6. In case the contract is getting extended, the Vendor shall submit the Performance Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period. The Successful bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.
7. No interest on PBG will be paid by Bank.

### **1.6 Bid Earnest Money**

Bidder has to submit the Bid Earnest Money of Rs.6,18,000/- (Rupees Six Lakhs and Eighteen Thousand only) (EMD) (Registered MSE and Startup-India bidder is exempted from payment of Earnest Money Deposit as per Gol and GeM Guidelines, 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) favouring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Annexure-10. The BG should have a validity of **at least 6 months from the date of submission of the bid with claim period of another 3 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 30 days of disqualification (Technically/Commercially) or within 30 days 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: PUNB0015300

Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110001

Account No. 0153002100572949 (16 digits) EMD account – HO IT Division

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

### **1.7 Modification and /OR withdrawal of Bids**

The bidder, after submitting the bid, is permitted to withdraw, substitute or modify the bid without forfeiture of Bid Security/ EMD as per terms and conditions of GeM, provided these are received, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and imposition of other sanctions.

### **1.8 Contacting the Bank or Putting Outside Influence**

Bidders are forbidden to contact Bank and its officials 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, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

### **1.9 Revelation of Prices**

The prices in any form or by any means should not be disclosed in the technical or other parts of the bid except in the commercial bid and/ or Financial Document/Excel Upload on GeM. Failure to do so will make the bid liable to be rejected.

### **1.10 Terms and Conditions of the Bidding firms**

The bidder must 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.

### **1.11 Local Conditions**

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

### **1.12 Terms and Conditions**

#### **1.12.1 Bank's Right to accept or Reject any Bid or all Bids.**

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

#### **1.12.2 Service Level Agreement**

The Bidder shall have to enter into an agreement with Bank as per the terms and conditions of this RFP and it's subsequent Corrigendum/ Corrigenda.

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.

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

only. Bank expects that the Bidder shall be bound by the Service Levels described in this document. The SLA will be monitored and reviewed on a monthly basis.

### **1.12.3 Opening of Bids**

The Date, time and location of bid opening shall be as published on GeM. Bidders need to check the details on GeM for any change in Date/time of bid opening. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

### **1.12.4 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the Bank 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.

### **1.12.5 Authentication of Erasures/ Overwriting etc.**

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

### **1.12.6 Arithmetical errors**

Arithmetical errors will be rectified as follows:

- a. If there is any discrepancy in total amount with (multiplication of unit rate and Multiplication factor), unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- b. If there is any discrepancy between words and figures, the amount will be recalculated as per point 'a' mentioned above.
- c. AMC, ATS and any other amount, if asked for to be quoted specified range, and quoted under or beyond the specified range, would also be recalculated to the nearest value within the range.

### **1.12.7 Bid Currency**

Prices shall be expressed in Indian Rupees only.

### **1.12.8 Validity of Contract in Case of Amalgamation/Merger/Acquisition of The Bank**

The contract shall remain valid in case of amalgamation/ merger/ acquisition of the Bank with any other entity or vice-verse. In case of change of name of the new entity prior to the execution of SLA and all necessary agreements/ documents, the SLA shall have to be signed with the new entity with the same rates, terms and conditions as per the existing contract.

## **1.13 Additional Terms and Conditions**

Following additional terms and conditions shall apply to the evaluation process:

### **1.13.1 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-45021/2/2017-PP(BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 and further revisions, if any. 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.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product, services and works.

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, details of the location(s) at which the local value addition is made, etc.

#### **1.13.2 Purchase Preference to MSE**

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. Purchase preference shall be applicable to all registered MSE as per Govt. of India guidelines.

#### **1.13.3 Cancellation of Bid/ Bidding Process**

Bank 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.

#### **1.13.4 Land Border Clause**

Any bidder (including their subcontractor, if any), OEM, OSD from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority in India. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Govt. of India, Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance.

### 1.13.5 Recognition of Prior Learning

For the onsite resources: - It is mandatory requirement of formally certified skilled workforce or commitment by the bidder's/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the service provider/vendor.

### 1.13.6 Indemnity

1. Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Successful bidder's obligations under (a) this Agreement for which the Bidder has assumed responsibilities including those imposed under any Agreement, (b) local or national law or laws, or (c) in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the Successful bidder in connection with the performance/discharge of its obligations under this Agreement. The Successful 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, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Successful bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the Successful bidder under this Agreement or uses thereof, the Successful bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the Successful bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
3. Successful 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, Successful 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 Successful 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.

### **1.13.7 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 defense 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 does 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.

### **1.13.8 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 non-infringing. 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 endeavours 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.

### **1.13.9 Incidental Services**

The successful bidder shall be required to provide all the following services, including additional service, if any relating to:

- I. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
- II. furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
- III. Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable, without any additional cost to the Bank.

### **1.13.10 Patent Rights**

The supplier shall indemnify the Bank 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.

1. 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.
2. 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.
3. 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.
4. 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 in perpetuity.

### **1.13.11 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 the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. Any appeal dispute pertaining to above will be subject to the exclusive jurisdiction of courts at Delhi.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

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

The bidder/ vendor shall continue to 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. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder/vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

The venue of the arbitration shall be Delhi and the language of the arbitration will be English.

### **1.13.12 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.

### 1.13.13 Termination of Contract

1. Bank will have the right to terminate the contract after giving 30 Days advance notice including 15 days curing period to VENDOR in case of unsatisfactory services, non-capable resources or non-initiation of services as per RFP timelines. Decision of the Bank regarding quality of services will be binding on the Vendor.
2. The Bank shall have the right to terminate/cancel the contract with the vendor at any time during the contract period, by giving a written notice of 30 days including 15 days curing period, for any valid reason, including but not limited to the following:
  - a. Non-capable resources or non-initiation of services as per RFP timelines.
  - b. Delay in execution of order placed by the Bank.
  - c. Discrepancies / deviations in the agreed processes and/or products.
  - d. Failure of Vendor to complete implementation of appliance within the time as specified in the Purchase Order/under this Agreement.
  - e. Violation of terms & conditions stipulated in the Purchase Order to the extent not inconsistent with the terms and conditions laid out in Agreement.
  - f. In case of data breach, security breach, breach of trust, denial of service, service unavailability, change of Bidder's ownership, liquidation, merger, acquisition, undesirable changes due to change in regulatory requirement affecting the Bidder, regulatory action on Bidder, etc.
  - g. Change in Bank Policy.
  - h. Unsatisfactory services/poor quality of product/services.
  - i. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.
  - j. The Bidder/ vendor unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
  - k. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder/ vendor and such appointment continues for a period of twenty-one (21) days;
3. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending 30 days - notice period to the Vendor without bearing any consequences.
4. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

5. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.
6. In case of termination due to reasons attributable to the vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the Bank incurs on this account, shall be payable by the Vendor.
7. The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.
8. Before expiry / Termination of the Agreement, vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.
9. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory or subject of a court order for its winding up) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
10. Distress, execution, or other legal process being levied on or upon any of the vendor's goods and / or assets.
11. If the vendor shall assign or attempt to assign his interest or any part thereof in the contract. Bank will not pay any additional amount after surrendering.

Notwithstanding above, in case of change of statutory laws which affect the main objective of this Agreement, Bank reserve the right to terminate this Agreement or any subsequent amendment and / or any particular order, in whole or in part by giving Bidder/ vendor at least thirty (30) days' prior notice in writing.

The Bidder/ vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder/ vendor for the tenure of this contract and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Agreement and subsequent agreement for any reason whatsoever would be a process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Bidder/ vendor shall continue to provide the Deliverables and the services in accordance with this Agreement and subsequent amendment and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of this Agreement, if

any, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

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

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

The Bank will provide the Bidder/ vendor a remedy period of thirty (30) days to rectify a material default. The Bank will provide in writing the nature of the default to the Bidder/ vendor through a letter or mail correspondence. The thirty (30)-day time period will commence from the day the Bank have sent such correspondence to the Bidder/ vendor.

12. In case of termination of contract, the Bank shall immediately take possession and control of all documents, record of transactions, information and assets and also reserves its right to destroy the data, hardware and all records (digital and physical) relevant to the service being provided by the Bidder. The Bank reserves the right to purge Banks information from Bidder's access.

13. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.

#### **1.13.14 Privacy & Security Safeguards**

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

#### **1.13.15 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.

### **1.13.16 Data Protection**

Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder shall comply with the Information Technology Act, 2000, Digital Personal Data Protection Act, 2023, and shall comply with all applicable privacy and data protection provisions and applicable laws enforced from time to time. 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.

### **1.13.17 Conflict of Interest**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Bank's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process including but not limited to, if:

1. They have controlling partner (s) in common; or
2. They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
3. They have the same legal representative/agent for purposes of this bid; or
4. They have relationship with each other, directly or through common third parties, which puts them in a position to have access to information about or influence on the bid of another Bidder; or
5. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
6. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

### **1.13.18 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 RFP and shall entitle the bank to take appropriate actions as available to it in law and this document.

### **1.13.19 Entire Assignment**

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.

### **1.13.20 Non-Exclusivity**

Notwithstanding anything contained in the present document, 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 contract.

### **1.13.21 Delay in Vendor Performance**

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

### **1.13.22 Notices and Other Communications**

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

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within five (05) working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

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

### **1.13.23 Audit**

All records with respect to any matters covered under this RFP/SLA shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems

necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

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

Vendor shall allow the Bank, its authorized personnel, its auditors (internal and external) and/or other statutory authorities an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records will be out of the scope for the purpose of audit conducted by the Bank. If Vendor is outsourcing any portion of the above activity, it will be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.

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

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

Outsourcing agreement shall also include clause to recognize the right of the Reserve Bank to cause an inspection to be made of a service provider of a Bank and its books and account by one or more of its officers or employees or other persons.

The outsourcing agreement shall provide for the preservation of documents and data by the service provider in accordance with the legal/regulatory obligation of the Bank in this regard.

#### **1.13.24 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.

### **1.13.25 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).

### **1.13.26 Amendment**

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

### **1.13.27 Intellectual Property Rights**

1. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
2. Bank Data: Bank owns the original data or information, in any form, that is provided to Bidder by or on behalf of Bank (including Bank's personal data) ("Bank Data"). Except for the rights expressly granted in the Agreement, all rights, title and interest in and to any and all proprietary rights in Bank Data will remain with and be the exclusive property of Bank. Bank provides Bidder an appropriate license to use/ process the Bank Data only for the purpose of the Agreement and solely as required to provide the Services and Deliverables. Bank will obtain all rights necessary and permissions relevant or necessary for such purposes, and to the extent required, notify any individuals or entity who own or have an interest in Bank Data, to ensure that Bidder can access and use Bank Data for the purposes of the Agreement. Bank acknowledges and agrees that Bidder may use and upload Bank Data to a secure cloud based solution and/or cloud-based file storage and sharing solutions when providing Services to Bank.
3. Third Party Materials. – Third-Party Material(s)" means any third party content, including networks, equipment, data, managed services, hosted platforms, hardware, software, free software or freeware, and open source software and other technology or services developed, owned, provided or licensed by a third party, other than Bank and/or Bidder
4. 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.

5. 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.
6. 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.
7. Bidder agrees, to the extent permitted by the applicable third party, to assign or transfer the license related to Third-Party Material incorporated into Deliverables.

### **1.13.28 Confidential Information**

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.
2. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture,

improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
  9. 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.
  10. 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.
  11. 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.

### **1.13.29 Non-Disclosure Agreement**

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 including but not limited to the following: -

1. 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.

2. 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.
3. 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.
4. That the vendor will strictly maintain the secrecy of Bank's data.
5. 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.
6. Even if any employee of the vendor leaves the job or his services are terminated/expires, the vendor shall ensure that Banks confidential information is not shared with any third party nor Banks confidential information is used to derive unauthorized 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.
7. The obligation contained in this clause shall survive even after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
8. 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 the Bank against any loss suffered by Bank due to breach of confidential terms as mentioned hereinabove.

### **1.13.30 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 –

1. Non submission of acceptance of order by the bidder within seven (07) working days of placement of Purchase Order.
2. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
3. Non signing of contract within the time specified by Bank.
4. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.
5. Change in Bank's requirement(s)/Policy

### **1.13.31 Force Majeure**

Notwithstanding anything contained in this Agreement, the vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the vendor shall notify within 30 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.

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

### **1.13.32 Not Acceptance/ Non-Execution of Order**

In case the bidder shortlisted through this RFP process (hereinafter called "successful bidder") refuses to accept / execute the order, Bank may invoke the PBG/EMD and terminate the Purchase Order and Contract. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

### **1.13.33 Liquidated Damages**

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

**Liquidated damages for non-delivery/ non-implementation within the prescribed time by the Bank in the RFP, shall be applicable as per the penalty clause for 3.6.1 Penalty due to delay in Services.**

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

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

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

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

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

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

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

### **1.13.34 Limitation of Liability**

Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by Bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: -

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

This clause shall not apply to any law, judicial/ quasi-judicial determination or Government's directions to the contrary, and to the maximum extent permitted by law, the Vendor shall be liable to Bank for any consequential/ incidental, or indirect damages arising out of this agreement.

#### **1.13.35 Data Purging**

The vendor should ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital and physical), if necessary. To ensure the seamless transition, the vendor should cooperate fully with the Bank/the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.

## 2 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.

### 2.1 Late Bid

Any bid received by the Bank after the deadline for submission of bid will not be accepted and liable to be rejected.

### 2.2 Pre-Bid Meeting & Pre-Bid Queries

Bidders/OEMs are required to submit the pre-bid queries, through GeM portal. In case any bidder/OEM is unable to submit the queries through GeM, Bidders/OEMs may raise the queries through the email ID of the buyer as displayed on GeM at buycon404.pnb.dl@gembuyer.in and tarun@pnb.co.in mentioning the GeM Bid number and in the following format in excel file only at least one day before the date of pre-bid meeting:

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

**Queries received on/after the pre-bid meeting date shall not be entertained by the Bank and may not be responded.**

Bidders/OEMs interested to attend the pre-Bid meet should have their authorization letter/email from their competent authority (hardcopy/email) to attend the pre-bid meeting clearly stating the name, designation and contact number. All Bidders should carry their ID card issued by their company. Only two persons per bidder shall be allowed to attend the Pre-Bid meeting.

Pre-requisites for attending pre-bid meeting:

1. Authorization Letter (email or hardcopy)
2. Queries as per the format of the Bank through E-Mail
3. Copy of organization ID card of attending representatives.

In case the Bank issues any Corrigendum, Bidder may raise further queries/representations, if required, within **4 Bank working days** from the date of issue of such Corrigendum. Any query received after **4 Bank working days** from the date of publishing of Corrigendum, shall not be considered by the Bank for issuing response/clarification.

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

### **2.3 Submission of Bid**

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission. All the correspondence should be addressed to Bank at the following address.

The Assistant General Manager  
Punjab National Bank,  
IT Procurement Department,  
I.T. Division, HO: 5 Sansad Marg,  
New Delhi 110 001

### **2.4 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.

Bids that do not meet the basic requirements specified in the bid documents will be disqualified. Some important points (not exhaustive) on the basis of which a bid will be declared as unresponsive and be ignored during the initial scrutiny are:

1. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
2. The required EMD has not been submitted or exemption from EMD is claimed without acceptable proof of exemption.
3. The bidder has not submitted Integrity Pact executed on non-judicial stamp paper of appropriate value as applicable in the state from where the stamp paper is purchased.
4. The bidder is not eligible to participate in the bid as per laid down eligibility criteria.
5. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
6. Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule.
7. Conditional Bid submitted by the bidder shall be summarily rejected.

### **2.5 Minor Infirmary/Irregularity/Non-Conformity**

During the preliminary examination, some minor infirmity and/or irregularity and/or nonconformity may also be found in some tenders. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document, non-submission of requisite number of copies of a document. Wherever necessary, observations on such 'minor' issues may be conveyed to the bidder through GeM portal, and so on, asking him to respond by a specified

date also mentioning therein that, if the bidder does not conform Bank's view or respond by that specified date, his bid will be liable to be rejected. Depending on the outcome, such bidders are to be ignored or considered further.

## **2.6 Consideration of Abnormally Low Bids**

An Abnormally Low Bid is one in which the Bid price appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Bank may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid's document. If, after evaluating the price analyses, Bank determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bank may reject the Bid/Proposal.

## **2.7 Contacting the IEMs (Independent External Monitors)**

The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to contact details mentioned in Bid details.

## **2.8 Acceptance of order (order placement)**

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 7 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 7 working days from the date of order.

## **2.9 Taxes and Duties**

The rates quoted in Commercial offer should be inclusive of all taxes and duties as per terms and conditions of GeM. 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. Bidder shall provide the breakup of the cost in the uploaded commercial file.

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.

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.

## **2.10 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 and after the contract 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.

Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Vendor will be recovered from the Vendor.

## **2.11 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 appropriate value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per (Annexure-9).

## **2.12 No Right to Set Off**

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

## **2.13 Publicity**

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

## **2.14 Compliance with Laws**

The Bidder shall comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, Labor Laws, Anti-Bribery Laws, data protection and all other applicable laws.

## 2.15 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 Bank in Bid document or otherwise except for purposes of performing contract.

## 2.16 Contract Between Bank and Shortlisted Bidder/TSP (Technical Service Provider)

The shortlist bidder/TSP shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank.

## 2.17 Principal to Principal Relationship

1. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Bidder. The relationship is on principal-to-principal basis.
2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
3. Punjab National Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
4. All employees/personnel/ representatives/agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.
5. The Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
6. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Bidder its prior written consent.
7. Bidder would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable The Bidder 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, Contract Labour. (Regulation and Abolition) Act,

1970 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

## **2.18 Waiver**

Any failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## **2.19 Adherence to the Cyber Security Policy**

1. Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
2. The Bidder should be aware about Bank's IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the Bank's data including process performed at the Bank premises.
3. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.
4. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement also.
5. All information /resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
6. Credentials of vendor/third party personnel accessing and managing the Bank's critical assets shall be maintained and shall be in accordance with Bank's policy.
7. The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank will also conduct effective due diligence, oversight and management of third-party vendor's/service providers & partners.

8. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.

### **2.20 Variation of Quantities**

The Bank reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract and during the contract period. The Bank also reserves the right to increase or decrease the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **2.21 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.

### **2.22 Sub-Contracting**

In general, subcontracting is not allowed under this RFP and Bank will only deal with the bidding entity i.e. the Bidder, who will be responsible for delivery of all services. The bidder will be fully responsible to the Bank for execution of the contract in its entirety and compliance of SLA, end-to-end delivery of services and will be a single point of contact throughout the contract period.

### **2.23 Insurance**

The hardware, components, equipment, etc to be supplied under the contract period shall be fully insured by the bidder till installation in the Bank against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and integration. Bank will not be responsible for any loss to the bidder on account of non-insurance to any equipment, goods or services. All expenses towards insurance shall be borne by the successful bidder.

### 3 PART – B – BID SPECIFIC CLAUSES

The Bank intends to implement the Virtual Desktop Infrastructure (VDI) solution as the alternative to traditional desktop computing and removing the desktop operating system from local computer and placing it in a shared and secured hosting environment deployed on centralized server for data protection, archive data, high available and scalable.

#### 3.1 Scope of Work

End users will be accessing various applications hosted in different VLANs using virtualized application delivery of VDI through Thin Clients or existing endpoints / desktop in Bank. The proposed solution should be in line with Government, Regulatory, IT security and Anti Money Laundering requirements as prescribed from time to time.

The scope of work mentioned here is from System Integrator (SI) perspective, who will be implementing and supporting the end-to-end VDI solution as per requirement of Bank and enabling these services on Thin Clients or existing endpoints. The requirement mentioned here in scope of work is for entire contract period and extensions, if any.

As part of this initiative, the bidder shall be responsible for the following key activities related to Virtual Desktop Infrastructure:

1. The scope of work is for supply, implementation and maintenance of VDI solution along with Thin Clients as per specifications detailed under **Annexure-18** and elsewhere in this document.
2. The solution should be capable of functioning on-premises as well as on public cloud as per the requirement of the Bank. Initially, the deployment will be on premise at Bank's DC and DR sites, however, Bank can move the workload from on premise to cloud or vice-versa as and when required.
3. The solution should be compatible with end points (e.g.: thin client, laptop, desktop, etc.) of any make and model.
4. During the warranty period and AMC/ATS period, the Bidder is bound to do any and all maintenance or replacement of any component/ item of the VDI Solution without any additional cost to the Bank covering all parts, licenses and labour from the date of acceptance of the systems by the Bank at the respective locations i.e., on-site comprehensive warranty. The Bank, however, reserves the right to enter into Annual Technical Support (ATS) agreement either location-wise or from a single centralized location.
5. The configuration, features and modules as per the technical and other specifications of the proposed solution must be functional and installed from the day one.
6. Solution installation, integration and configuration for the entire setup including DB, OS and other underlying software and hardware infrastructure shall be through Bidder/OEM resources having prior experience of implementation of the same solution only.

7. During endpoint installation and configuration, if the Bank requires any new Software, OS, Utility, etc. Bidder has to install and integrate the same without any additional cost where the licenses of the software are with the Bank.
8. The bidder has to plan and do patching, minor, major version upgrade, firmware upgrade of all the components of the VDI solution if released by OEM. Bidder also have to ensure proactive monitoring of health of the solution, including the Hardware, Software, application, overall solution on various parameters such as CPU, memory, interface utilizations, etc., monitoring of communication/proper working of the solution with various integrated applications like Active Directory, Anti-Virus, SIEM, ATP, VA/PT tool, DAM, EMS, APM etc. monitoring the threshold of devices' utilization with respect to number of users, concurrent connections, etc. and reporting the same to the Bank on daily basis. Reporting abnormalities to the Bank as and when observed/occurred
9. The selected bidder will have to liaison with different application/hardware vendors of the Bank in order to integrate the new solution to the existing workload or new workloads during contract tenure.
10. Before go-live, the solution and it's architecture should be validated by the respective OEM(s)/OSD(s) of the VDI Solution and they should certify that the solution features and modules and the deployment of the solution is in compliance to Bank's requirement as stated in the RFP.
11. The bidder has to conduct at least one DR Drill in each quarter, for the solution and as and when required by the Bank without any additional cost to the Bank.
12. Bidder shall assign one of its employee, without any additional cost to the Bank, who shall act as the Single Point of Contact(SPOC) for the entire contact duration. The entire implementation team including SPOC should report onsite through the implementation period (i.e. project signoff from Bank) of the solution. Thereafter, the SPOC should report onsite to the Bank atleast once quarterly for review of the Project and as and when required by the Bank during the entire contract period.
13. The Bidder shall be required to perform all tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.
14. The bidder should regularly communicate new features/ upgrades to Bank at regular intervals and ensure bare minimum down-time during planned maintenance and future release upgrades. Downtime, if required, shall be provided with the prior approval of the Bank and only during after-business hours.
15. The bidder shall be required to provide all future updates and upgrades for the proposed Solution and Application software provided free of cost during contract period. If, however, the upgrades/updates are not available then the support for the implemented Solution/ Application software should be available at any point of time.
16. The Bank can perform internal and 3<sup>rd</sup> party audits and the bidder should support for various audits as per need and comply with audit observations within the timelines.

### 3.1.1 Hardware/Software Sizing

- I. The Bidder shall be responsible to size the infrastructure and setting up of the UAT (User Acceptance Test), Production, and DR (Passive Disaster Recovery) Environments.
- II. Bidder shall be responsible for providing all Software and/or Tool and/or any other required deliverables to complete the solution as per RFP requirement.
- III. Bidder to submit the sizing for all the components of the solution including Hardware and software (such as Server, OS, DB etc). with technical bid document at the time of bid submission.
- IV. Bidder should ensure to size the hardware as per Bank's requirement mentioned in the RFP to adhere the SLA, and Bidder shall ensure that there's no performance issue during the contract period. Bidder should ensure all the CPU utilization of any server/ appliance should not go beyond 50% in the complete tenure of contract.
- V. Bank shall provide the complete hardware as per the BOM shared by the successful Bidder . In addition, Bank will provide Database licenses as per BOM in case solution will be working on Oracle Database.
- VI. Bidder to factor all components of the solution (Software) in the bill of material.
- VII. Bidder should submit the sizing of required infrastructure including server, OS, DB with technical bid document at the time of bid submission. Bidder to factor Database in the Bill of material if the solution will be working on other than oracle database.
- VIII. The AMC/ATS of the hardware and software provided by the Bank to the bidder shall also be provided by the Bank. However, Bidder shall be responsible for installation, management, re-installation, maintenance, trouble shooting, vendor coordination/management etc. for overall solution in all the setups (as per RFP) including Bank supplied components

### 3.1.2 Design, Development and Implementation

- I. The bidder shall propose plan & design/architecture services through the OSD/OEM. The entire installation, configuration, implementation, and integration of the VDI solution including all components such as OS, DB etc. must be overseen by OEM/OSD only. The bidder has to make necessary arrangement for the same without any additional cost to the Bank.
- II. The bidder, shall be responsible for requirement gathering, analysis, and the creation of a high-level and low-level design and simulation of the solution that would be scalable and flexible, OEM/OSD shall vet all these details and certify them prior to implementation.
- III. OEM/OSD certificates related to VDI setup and design must be issued prior to implementation and ensure those are meeting all compliances and industry best practices.
- IV. . Bidder to arrange yearly health check report from OSD/OEM for the entire VDI solution considering all aspects of the solution such as infra, solution, usage, applications, compliance, capacity planning, scope for improvements in

architecture/implementation/automation etc. Report of the same shall be provided to Bank by OEM/OSD. During the health check report, the bidder/OSD should also check the solution and upgrade the same to latest version as released by OSD/OEM. The bidder shall be required to inform the Bank in advance (at least 7 days) the health check schedule/plan to enable the Bank to intimate the locations/offices, obtaining downtime approval etc.

- V. New or existing Hardware (Printers, Scanners, etc.) Installation/ Integration/ Configuration.
- VI. Required Application installation and/or configuration as per Bank requirement for all applications (current and future) of Bank. For example, CBS, HRMS, MS Office, etc.
- VII. Bidder has to provide the high level design and low level design of the solution.
- VIII. The Bidder shall provide adequate skilled resources during the implementation period (that is project sign off) and the resources shall be onsite during this period.
- IX. The bidder shall ensure that resources factored for implementation of the solution should be exclusive for the VDI solution implementation in the Bank and they should not be replaced/changed without prior approval of Bank.

### **3.1.3 Testing and deployment**

- I. The selected bidder shall be responsible to perform rigorous testing including unit testing, system integration testing, performance testing etc. Further, the bidder has to ensure to provide support during the testing performed by the Bank.
- II. The bidder must conduct end to end testing of the solution in UAT environment and ensure that the solution is error free and working as expected.
- III. The bidder shall submit the UAT sign off report post UAT completion.

### **3.1.4 Integration**

- I. The solution should integrate with the Bank's existing infrastructure, solutions, applications (such as AD, LDAP, SIEM, NTP server, Antivirus, Bank's MFA, Biometric Solutions, DAM, Bank's monitoring solutions, etc.). Integrations with these solutions should be done without any additional cost to the Bank by the Bidder.
- II. The solution must be capable of integrating Bio-Metric Devices for identity management for all the applications using the existing biometric solution for authentication.
- III. The bidder should integrate proposed VDI solution with PNB existing backup solution at both DC & DR sites.
- IV. As per the requirement of the Bank, any integration of any new solution deployed in the Bank with the VDI Solution shall be without any additional cost throughout the contract period.

### 3.1.5 Security and Compliance

- I. The solution should comply with all security certifications and regulatory requirements of the Bank (VAPT, Process Audit, EAPT, DLP, risk assessment etc.) as per policy to ensure data consistency and data security.
- II. The solution should comply with cyber security norms, including access controls, intrusion detection and prevention, and vulnerability management, with regular security assessments and penetration testing.
- III. The bidder has to support and ensure all audit compliance, which is related to the hardware and solution components provided in this RFP.
- IV. The bidder shall be responsible for ensuring that the solution must comply with the IT, Information Security and Cyber Security guidelines of the Bank or any regulatory/statutory/government/non-government body, as applicable and enforced from time to time throughout the contract period without any additional cost to the Bank. The solution should have secure, authorized and privilege based access for solution management console.
- V. The solution should have the capability to allocate static and dynamic IP (both IPv4 and IPv6) to every user.
- VI. The solution should be capable to configure and implement access based (Whitelisting, grant/revoke permissions etc.) security policies as per Bank's requirement.
- VII. The solution must comply with data sharing policies and regulations and ensure data is shared only with authorized parties and departments.
- VIII. The bidder shall ensure the privacy and security of Bank's data or customer's sensitive data processed, stored, or transmitted over the solution and underlying IT infrastructure, including public cloud infrastructures (if involved), as well as provide necessary security and access controls and permissions.
- IX. Solution should comply with Digital Data Protection Act 2023 and Data localization norms/ guidelines issued by Govt of India/RBI/any statutory body.
- X. Solution should support multiple user authorization, authentication and auditing for secure access control.

### 3.1.6 High Availability

- I. Both the setup and DC and DR should be deployed in active-active High Availability mode at each site. In case of failure of DC or DR site, the setup at either site should be capable to handle the entire load of the solution without any performance degradation. However, the solution will be running from one site only (either DC or DR) at a time.
- II. The solution must minimize the impact of solution failure in the production environment. It must ensure that the system can continue to operate without any significant disruption or downtime in the event of such failures. The solution should have a minimum monthly uptime of **99.99%**. Breach of uptime shall lead to penalty as applicable.

- III. The solution shall be design with redundancy in mind to ensure zero impact by the failure of one or more components /servers or software in the production environment.
- IV. The Solution should have a fail-over mechanism to ensure uninterrupted operations and manage DC-DR switchover with no business impact.
- V. The solution should have proper version control mechanism for the source code and can share code as and when required for auditing purpose.
- VI. The bidder must take the backup of logs, audit trails etc. as per Banks policy.

### **3.1.7 Scalability**

The VDI solution must be scalable to adapt to cater increasing number of end users, addition and/or integration of new applications, hardware (printers, scanners etc.) as per future requirements of the Bank. The solution should be designed to scale as per the requirement of the Bank to support all the users of the Bank distributed across various offices of the Bank having diversified profile.

### **3.1.8 Centralized platform**

- I. Desktop Virtualization management console: The solution should provide a web and/or mobile app based view of all users and virtual machines, allow monitoring of system availability, management of individual nodes and performance with capability of extracting the same as report. The proposed solution must have single Console to Manage and Monitor VDI, Session Based Server and Thin Client.
- II. The proposed solutions shall provide Desktop virtualization management console for managing the following: Provisioning/De-provisioning desktop pools and individual desktops, Administration of Virtual Desktops, Desktop Image creation, maintenance, and deployment, manage connections to physical client & server, terminal server session, set user entitlements of desktops and assignment of applications, online virtual desktop management, Performance Management (CPU/Disk/Memory/ Network) etc.

### **3.1.9 Licenses**

- I. The Bidder to provide perpetual enterprise licenses for the VDI Solution. All the procured licenses and any other components of the solution must be in the name of the Bank. Bank shall be entitled to use these licenses even after the expiry of the contract between the Bank and bidder without any commercial obligation
- II. The bidder shall be responsible for procuring all the licenses for the VDI solution including all components required for implementing the solution and furnish the Bank with all the licensed software/ applications/ components developed or procured during the contract period. The licenses provided should be in the name of the Bank.

- III. The bidder will be responsible for managing the licenses and ensuring compliance and tracking the license expiry dates and renewal requirements of the VDI solution licenses during the contract period.
- IV. Bank shall procure the licenses as per their requirement during the contract period. The same license should be re-usable on premise or on cloud any time as per bank requirement without any additional cost to bank.
- V. The bidder shall assume full responsibility for any legal consequences that may arise from infringement of patents, trademarks, copyrights related to the solution and/or licenses supplied by the bidder to the Bank.

### 3.1.10 Deliverables

The bidder should provide the below deliverables but not limited to:

|    |  |  |
|----|--|--|
| 1. | Discovery assessment report including POA (Plan of action) | A detailed report containing the user groups/ profiles and offices to be covered for deployment including benefits, feasibility, timelines etc. This report should also contain detailed Plan of Action for all the user groups/ profiles and offices identified during the initial discovery phase.   |
| 2. | Yearly Review Report                                       | This report shall contain the plan of action for remaining user groups/ profiles and offices (where VDI is not implemented yet) at the end of every year during the contract period along with assessment of changes and feasibility and priority for these user groups/ profiles and offices.<br>The report shall also elaborate the business benefits realized from implementation of VDI for these user groups/ profiles and offices at the end of every year along with views on continuation or discontinuation of VDI for any user groups/ profiles and offices. |
| 3. | Implementation plan  | The Implementation Plan must encompass key milestones, timelines, resource allocation, and a detailed execution roadmap for the solution as well as for all the user groups/ profiles and offices.   |
| 4. | Design and Integration document                            | This Document shall provide an in-depth overview of the VDI Solution Architecture and its integration into existing business processes including detailed technical specifications, high level diagram, low level diagram, system requirements, complete work flow diagrams, roles and responsibilities, etc.<br><br>This document shall also elaborate the integration mechanisms used for integrating with various interfaces like AI/ML Models etc.   |
| 5  | Testing and deployment report                              | This report should contain the test plan, test cases, details of Testing Done for the solution like unit   |

|     |                          |   |
|-----|--------------------------|---|
|     |                          | <p>testing, system integration testing, performance testing, etc. and the test results.</p> <p>This report should also contain details of test cases performed by the Bank and the corresponding test results, solution deployment architecture both for UAT and Production Environments.</p> |
| 6.  | Project Status Report    | This report should contain the details of various user groups/ profiles and offices vis-à-vis plan of action and implementation timelines and shall be provided on Monthly basis.   |
| 7.  | Project Support Report   | This report should provide details of MIS related to the day-to-day operations, failure of deployed processes with reasons and action taken, backup reports, periodic restorations reports etc. This report shall be provided on Monthly Basis.   |
| 8.  | Risk Management Plan     | This document should outline the strategy for identification and mitigation of various type of risks like technical risks, security risks, confidentiality and privacy risks.   |
| 9.  | Performance Metrics      | This document should include key performance indicators and metrics employed to evaluate the performance of the various user groups/ profiles and offices and solution as whole.  |
| 10. | Security Plan            | This document should include details of the security standards and security mechanisms deployed in the solution for ensuring the security of the solution and underlying data.  |
| 11. | Business Continuity Plan | This document should have a detailed plan for recovery of critical operations/processes of the solution in the event of a disaster. The plan should encompass complete backup and restoration procedures to minimise downtime and data loss.  |

### 3.1.11 Scope of Work related to Thin Clients

- I. Delivery of VDI Solution on Thin Clients and testing of multiple and single applications with Display as per Bank's requirement.
- II. Installation and Configuration of Thin Clients at user Location
- III. The thin client should be OS agnostic, i.e. Bank may place the order of thin client of any OS (eg: Windows 11, Linux, etc.) as per its discretion during the contract period.
- IV. Tagging of Thin Clients
- V. Display Configuration as per Bank's application requirements.
- VI. Mounting of Thin Clients at each user desk.
- VII. Ensure proper troubleshooting and functioning of Thin Clients using VDI Solution.
- VIII. Hardening of Thin Client as per Bank's policy.
- IX. Firmware up gradation whenever required.

- X. Installation/Reinstallation of Thin Clients as and when required.
- XI. Installation, usability and compatibility of existing and future peripheral devices and hardware on the thin clients (eg: printers, scanners, passbook printers, etc.).
- XII. Bidder to ensure that the thin client should be supplied with Operating System installed

### **3.1.12 Delivery & Installation Location**

- I. Bank shall provide a supplementary Purchase Order mentioning the delivery and installation location of the End user licenses and thin clients.
- II. Out of the total quantity of the thin clients, Bank intends to place order for 50% of the quantity in the 1<sup>st</sup> year of the contract and the remaining quantity in the 2<sup>nd</sup> year of the contract. However, Bank, as per it's requirement, may place the order for the entire quantity of the thin clients in the 1<sup>st</sup> year itself.

### **3.1.13 End-of-Sale and End-of-Support of the Solution**

The Proposed solution (software/Application Software and Thin Client) provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared end of sale within 3 years of sign off of the project. In addition, the solution provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared end of support during the contract period and extension period, if any. If at all the solution or any Application Software provided by the bidder is declared end of sale within the 3 years of sign off of the project and/or end of support during the contract period of 5 years or during the extension period, if any, as per the discretion of Bank, the successful bidder has to provide & implement the upgraded version (software/solution) free of cost, to the Bank.

## **3.2 Onsite Technical Support**

- I. The Bidder shall assign a Project Manager, Solutions Architects (with relevant VDI Certification) for the bank during the contract period. They should be available onsite as and when required by the bank without any additional cost.
- II. The bidder shall provide for three (3) L1 and one (1) L2 resources to be present onsite for onsite technical support during the contract period. The bank may change the count of support engineers as and when required.
- III. The alternate resource(s) for L1 and L2 with similar skill and experience will be made available to the Bank if assigned resource(s) goes on leave, relevant certificates and documents should be submitted for alternate resources as well.
- IV. The bidder needs to inform 1 month in advance and obtain concurrence from bank if they wish to replace any dedicated resource. Bidder has to provide replacement resource with similar skill set & experience within 2 weeks from the date of intimation to the Bank. At any time during the contract period, if Bank is not satisfied with the performance of any Onsite Technical Support Engineer, Bidder/OSD has to change the resource and provide replacement resource with the similar skill set & experience within 2 weeks from the date of intimation by the Bank. Additional Resource provided

- during the interim period/handover period will be without any additional cost to the Bank. Bidder shall be responsible to ensure proper handover to the replacement engineer.
- V. The bidder shall provide for at least three (3) L1 in 365x24x7 shift (8 hours each shift per resource per day) and One (1) L2 resource (in General Shift) for One year from Go-Live date. Bank's at it's discretion may change the shift timings as per it's requirement. The resources deployed should have knowledge and experience required for management and monitoring of the overall VDI solution and its processes.
  - VI. After one year of go-live, the Bank may avail the onsite technical support services of L1 and L2 resources (at Bank's DC or DR or any other site as per Bank's requirement) 8 hour shifts on all days as per respective unit cost given in commercial for OTS. Separate purchase order shall be issued for the OTS. However, it will be at the sole discretion of the Bank to place any order for the OTS, the duration of the support and number of resources to be deployed, as per Bank's requirement.
  - VII. The bidder to ensure that the resources should be present on all working days of the Bank in shift timings as per the requirement of the Bank during the implementation period. Bank may ask resources to work on Sunday/Public holidays and/or beyond working hours as per Bank requirement.
  - VIII. The on-site resource should provide production support (i.e., troubleshoot issues, identify root cause and perform bug fixes etc.) for all processes including the processes developed by Bank team.
  - IX. The on-site resource should perform daily monitoring and submit status reports and other reports as per Bank's requirements.
  - X. Onsite Resource should also monitor overall health of the VDI Solution and analyze all events and logs.
  - XI. Onsite Resource should maintain activity tracker.
  - XII. The onsite resources must be on bidder's payroll, subcontracting shall not be allowed for any resource(s) in this project.
  - XIII. For resources being provided as part of onsite technical support, bidder has to provide background verification certificate for each resource
  - XIV. Bidder has to arrange for providing police clearance certificate before assigning the resources at bank premises

| <b>Role/ Description</b> | <b>Experience</b> | <b>Educational Qualifications/Certifications/ Skills</b>   |
|--------------------------|-------------------|--|
| L2                       | 5 years and above | a. Engineering Graduate / MCA / M.Sc. (IT).<br>b. Resource should have hands-on experience on VDI solution<br>c. Resource should have min. 3 years of operation, management and issue/bug troubleshooting exposure on VDI at BFSI environment. |

|    |                   |  |
|----|-------------------|--|
|    |                   | <ul style="list-style-type: none"> <li>d. Resource should have implemented VDI complete solution at least one BFSI organization.</li> <li>e. Excellent Communication skills</li> </ul>   |
| L1 | 2 years and above | <ul style="list-style-type: none"> <li>f. Engineering Graduate / MCA / M.Sc. (IT).</li> <li>g. Resource should have daily operation activities like but not limited report extraction, ticketing follow-up, daily &amp; weekly status updates etc. experience on VDI solution</li> <li>h. Resource should have min. 1 year of daily operation exposure on VDI at BFSI environment.</li> <li>i. Excellent Communication skills</li> </ul> |

### 3.3 Training

- a. Bidder has to arrange for providing advance hands-on training by OSD/OSD Authorized Training Partner to the Bank officials for day to day troubleshooting, configuration, customization and maintenance of proposed VDI Solution before Go-Live as a part of project implementation without any additional cost to the Bank.
- b. Further, post implementation bidder has to arrange similar advanced hands on training including troubleshooting, configuration, customization atleast once per year for batch of 5 participants each to enable Bank resource to deploy (administrative users) and operate (end users) the VDI solution efficiently as well as troubleshooting and administration of the deployed solution.
- c. Training material shall be provided by the bidder. All training material should be in English and should include Specific architecture and layout done for Bank
- d. Travel, boarding and Lodging cost of Bank officials identified for the training, as applicable, shall be borne by the Bank, if training is planned at OEM's or Bidder's premises or other location.

### 3.4 Solution Functional/Technical Specifications

The augmented or newly supplied solution should meet all the Technical & Functional requirements as mentioned in **Annexure – 18**.

### 3.5 Timelines and delivery schedule

Bidder shall be responsible for the complete delivery, installation, implementation and maintenance of the solution as per the timelines mentioned in the table below. Any breach in the timelines shall lead to imposition of penalty.

| S.No. | Milestone | Timeline |
|-------|-----------|----------|
|-------|-----------|----------|

|    |  |  |
|----|--|--|
| 1. | Delivery of licenses, other components and all software required for setting up complete solution as per RFP   | Within <b>4 weeks</b> from date of Purchase Order  |
| 2. | Discovery and assessment to set up the complete VDI solution as per RFP and Finalization as well as acceptance of Design Document along with Plan of action (POA) by Bank  | Within <b>6 weeks</b> from the date of Purchase Order  |
| 3. | Delivery of required hardware (thin clients) as per RFP including all components   | Within <b>6 weeks</b> from the date of Purchase Order  |
| 4. | Installation, configuration, implementation of VDI Solution of desired setups (UAT, DC and DRS) and Migration (if any) including UAT sign-off which includes:<br>a) Setup of Infrastructure i.e., OS, DB and other components installation and implementation<br>b) Installation, Configuration and Setup of solution<br>c) Integration with other solutions, as applicable<br>d) User Acceptance Testing through various devices, i.e., desktops, laptops, thin clients, tablets, etc.<br>e) UAT Sign-Off | Within <b>8 weeks</b> from the date of Purchase Order  |
| 5. | Go Live of VDI solution and thin client setup for production in DC and DR:<br>a) Pre Go-Live Audit observation closure report submission<br>b) <b>Go-Live Sign-Off</b> for finalized POA<br>c) Go-Live of VDI Solution   | Within <b>12 weeks</b> from the date of Purchase Order   |
| 6. | Project Sign Off   | Project sign-off will be given after resolution/closure of all post go-live issues raised within 2 months of go-live of the solution or three months from the go-live of the solution whichever is later |
| 7. | Deployment of Onsite Resources   | From the date of <b>Go-Live of the Solution</b>  |

1. The delivery will be deemed complete when all equipment/ components/ software is received in good working condition. The date on which the complete system (solution, hardware, system software, etc.) is delivered will be taken as the date of delivery. In

case of part delivery of the system, the date of last items delivered will be taken as the date of delivery.

2. The installation and implementation will be deemed to be complete, when the product including all the firmware/system software, and other software, applications, tools etc. have been supplied, installed, and operationalised as per the Scope of Work, Technical specifications of the RFP, and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Bank shall provide the final signoff post complete implementation of all the components of the solution as per the Purchase Order.
3. The bidder should submit a POA (Plan of Action) for all the user groups/ profiles and offices identified during the discovery phase and ensure to develop, test and implement within 12 weeks from the date of submission of POA. If the implementation for any user group/ profile and office identified during the discovery could not be done or completed due to reason attributable to the bank the bidder shall provide the same in written with reasons thereof. Bank may consider and agree on a mutually agreed timeline for that user group/ profile and office.
4. The bidder should intimate bank for the UAT at least 2 weeks in advance and bidder needs to ensure that UAT sign-off must not go beyond the timeline mentioned in Table-A point-5.
5. The go live date shall be considered as the start date of warranty for all applicable licenses and components of the solution, including thin clients.
6. Replacement/ Repair of Thin Clients should be done within 24 hours from the time of call lodge.

### 3.6 Service Levels & Penalties

Penalty shall be levied as follows:

**Reference: Annexure 16**

**A**-Total Software/License and other software Infra Cost

**B**-Total Cost of thin clients

**C**-Total Installation and Implementation

**D**-Total cost of resources

**E**: Total cost of ATS & AMC of solution (including all additional software's/applications if any)

**TCO=A+B+C+D+E**

#### 3.6.1 Penalty due to delay in Services

| S.No. | Phase  | Timeline  | Penalty  | Max. Penalty |
|-------|--|---|--|--------------|
| 1.    | Delivery of licenses, other components and all software required for | Within <b>4 weeks</b> from date of Purchase Order | 1% of TCO for every week or part thereof delay | 10% of TCO   |

|    |  |  |  |            |
|----|--|--|--|------------|
|    | setting up complete solution as per RFP  |  |  |            |
| 2. | Assessment to set up the complete VDI solution as per RFP and Finalization as well as acceptance of Design Document along with Plan of action (POA) by Bank  | Within <b>6 weeks</b> from the date of Purchase Order  | 1% of TCO for every week or part thereof delay | 10% of TCO |
| 3. | Delivery of required hardware (thin clients) as per RFP including all components   | Within <b>6 weeks</b> from the date of Purchase Order  | 1% of TCO for every week or part thereof delay | 10% of TCO |
| 4. | Installation, configuration, implementation of VDI Solution at DC and DRS and Migration (if any) including UAT sign-off which includes:<br>f) Setup of Infrastructure i.e., OS, DB and other components installation and implementation<br>g) Installation, Configuration and Setup of solution<br>h) Integration with other solutions, as applicable<br>i) User Acceptance Testing<br>j) UAT Sign-Off | Within <b>8 weeks</b> from the date of Purchase Order  | 1% of TCO for every week or part thereof delay | 10% of TCO |
| 5. | Go Live of VDI solution and thin client setup for production in DC and DR:<br>d) Pre Go-Live Audit observation closure report submission<br>e) <b>Go-Live and it's Sign-Off</b> from identified user   | Within <b>12 weeks</b> from the date of Purchase Order | 1% of TCO for every week or part thereof delay | 10% of TCO |

|    |  |                               |   |   |
|----|--|-------------------------------|---|---|
|    | groups/ profiles and offices<br>f) Go-Live of VDI Solution through various devices, i.e., desktops, laptops, thin clients, tablets, etc. |                               |   |   |
| 6. | Replacement/Repair of thin clients   | Within 24 hours of call lodge | 1% of respective device cost for each 24 hours of delay or part thereof | 10% of Respective Device Cost per instance. |

Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Successful bidder in case the Successful bidder exceeds the expected timeline for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Successful bidder, in such circumstances.

### 3.6.2 Penalty due to Downtime or due to performance issues

Below the expected Turnaround time of any application integrated with the Solution, which may impact Banks business.

After implementation of the complete solution, Penalty will be deducted for partial or complete downtime of the system (hardware or software failure) as below.

#### Uptime Calculation

Uptime % = ((Number of Minutes in month – Number of minutes Impacted in month) x100)/Total Number of minutes in month)

| Monthly applicable liquidity damages for non-maintenance of uptime of the solution, thin clients and other components would be as under:<br><b>Uptime% (U)</b> | <b>Penalty</b> |
|--|----------------|
| U >=99.99  | No Penalty     |
| 99.50<=U< 99.99  | 0.25 % of TCO  |
| 99.00<=U< 99.50  | 0.5% of TCO    |
| 98.50<=U< 99.00  | 0.75 % of TCO  |
| 98.00<=U< 98.50  | 1 % of TCO     |

|            |  |
|------------|--|
| And so, on | Below 98.00% Uptime, for every 0.25 % drop in the Uptime %, Penalty @ 0.5% of TCO shall be applicable. |
| Max. Limit | 10% of TCO, beyond which Bank may terminate the contract   |

SLA will be monitored on Monthly basis.

Penalty due to downtime, during contract period will be deducted from any subsequent payment to be made to the Successful bidder.

Penalty due to downtime, during AMC/ATS period will be deducted from AMC/ATS and OTS payment.

### 3.6.3 Penalty Due to non-availability of Onsite support resources

#### 1. During Implementation:

- a. SPOC is required to be present Onsite as and when required by the Bank. Failure to do so will attract a penalty of **1%** of Implementation Cost (**C**) for each day of absence or part thereof up to a maximum of **10%** of the Implementation cost.

#### 2. During Onsite Support period post implementation: Rephrase this clause

| Service(s) Details                                    | SLA Measurement                                 | Penalty  | Max Penalty                        |
|---|---|--|------------------------------------|
| Delay in Onsite Technical/Support Resource Deployment | From the date of <b>Go-Live of the Solution</b> | In case of temporary absence of resource(s) for any type of leaves (when no substitute is provided), no payment for the day(s) of absence of the respective resource(s) shall be made and Bidder shall raise the invoices based on the actual number of resources present on each day. In addition, penalty @ 1% of the per day cost of the respective resource(s) subject to 100 shall be deductible for each day of absence of any resource. Cost of each day shall be | <b>100 %</b> of Quarterly OTS Cost |

|  |  |  |  |
|--|--|--|--|
|  |  | <p>calculated based on final yearly cost of the resource for respective year.</p> <p>In case of replacement of resource(s) and non-provisioning of suitable replacement within stipulated timelines as per RFP, penalty @ 10% of the per day cost of the respective resource(s) to be replaced shall be deductible. Cost of each day shall be calculated based on final yearly cost of the resource applicable for respective year</p> <p>For Example:<br/>         Yearly Cost: Rs. 3,60,000<br/>         Monthly Cost: Rs. 30,000<br/>         (Yearly Cost / 12)<br/>         Daily Cost: Rs. 1000 (Monthly Cost / no of days in the month)<br/>         Days of Absence of resource: 2<br/>         Penalty on absence: <math>500 \times 2 =</math><br/>         Rs. 1000 (@50% of Daily Cost)</p> <p>Payment to be made = 30000<br/>         – (2X1000+1000) i.e.<br/>         (Monthly Cost – (Days of absence* Daily Cost+Penalty on absence)) = Rs. 27000</p> <p>Days of Non provision of replacement resource: 2<br/>         Penalty on Non Provision:<br/> <math>1500 \times 2 =</math> Rs. 3000 (@150% of Daily Cost)</p> <p>Payment to be made = 30000<br/>         – 3000 i.e. (Monthly Cost –</p> |  |
|--|--|--|--|

|                |        |   |   |
|----------------|--------|---|---|
|                |        | Penalty on non-replacement))<br>= Rs. 27000   |   |
| During Support | Onsite | <p>1. In the absence of the resource during shift or less no. of support resources due to any type of leaves (as asked by the Bank) during any point of time of contract, suitable substitute (having similar skill set) is to be provided on immediate basis.</p> <p>2. For the replacement of any resource(s) during the contract period, suitable replacement (having similar skill set) is to be provided within stipulated timelines as per RFP.</p> | <p>In case of temporary absence of resource(s) for any type of leaves (when no substitute is provided), no payment for the day(s) of absence of the respective resource(s) shall be made and Bidder shall raise the invoices based on the actual number of resources present on each day. In addition, penalty @ 10% of the per day cost of the respective resource(s) subject to 100 shall be deductible for each day of absence of any resource. Cost of each day shall be calculated based on final yearly cost of the resource for respective year</p> <p>In case of replacement of resource(s) and non-provisioning of suitable replacement within stipulated timelines as per RFP, penalty @ 10% of the per day cost of the respective resource(s) to be replaced shall be deductible. Cost of each day shall be calculated based on final yearly cost of the resource applicable for respective year.</p> <p>For Example:<br/>Yearly Cost: Rs. 3,60,000<br/>Monthly Cost: Rs. 30,000<br/>(Yearly Cost / 12)<br/>Daily Cost: Rs. 1000 (Monthly Cost / no of days in the</p> <p><b>100 % of Quarterly OTS Cost</b></p> |

|  |  |  |  |
|--|--|--|--|
|  |  | <p>month)Days of Absence of resource: 2<br/> Penalty on absence: <math>500 \times 2 =</math> Rs. 1000 (@50% of Daily Cost)<br/><br/> Payment to be made = 30000 – (2X1000+1000) i.e. (Monthly Cost – (Days of absence* Daily Cost+Penalty on absence)) = Rs. 27000<br/> Days of Non provision of replacement resource: 2<br/><br/> Penalty on Non Provision: <math>1500 \times 2 =</math> Rs. 3000 (@150% of Daily Cost)<br/><br/> Payment to be made = 30000 – 3000 i.e. (Monthly Cost – Penalty on non-replacement)) = Rs. 27000</p> |  |
|--|--|--|--|

### 3.6.4 Penalty due to erroneous behaviour of the Solution

If the solution 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.

### 3.6.5 Penalty Levied by Regulators related to the Solution

If any penalty is levied by any regulator on the Bank which is attributed to the solution or any of its components, then the entire amount of such loss shall be recovered from the bidder on actual basis.

### 3.6.6 Penalty due to Audit and Compliance Gaps

#### 1. Pre Go-Live Audit

Bidder to ensure to close all the pre Go-Live audit reports and submit their compliance report related to the VDI solution within one week from the date of respective audit report shared by the bank. In case of delay beyond one week, Penalty @ Rs. 5,000 per day per report shall be applicable for the delayed period

#### 2. Regulatory Audit

Bidder to ensure to close all the regulatory audit observations related to the VDI solution within the timeline defined by the regulatory authority or Bank. In case of delay in compliance and/or closure of individual audit observations, beyond defined closure timelines, penalty would be levied @ Rs. 5000 per day per audit observation.

### 3. Regular Audit

| Service                             | Gaps/ Issue Categorization | Resolution Timelines                        | Penalty  |
|-------------------------------------|----------------------------|---|--|
| Audit Gaps/<br>Issues<br>Resolution | Critical                   | Within 5 Days of receipt of observations. * | Rs 7,500 per day per observation or part thereof post resolution timelines till issues/gaps closure date |
|                                     | High                       | Within 9 Days of receipt of observations. * | Rs 5,000 per day per observation or part thereof post resolution timelines till issues/gaps closure date |
|                                     | Medium                     | Within 15 Days of receipt of observations.  | Rs 2,000 per day per observation or part thereof post resolution timelines till issues/gaps closure date |
|                                     | Low                        | Within 20 Days of receipt of observations   | Rs 1,000 per day per observation or part thereof post resolution timelines till issues/gaps closure date |

\*Immediate remedial action should be taken upon flagging of observations / vulnerabilities having critical and high rating without waiting for final report.

Bidder must be submitting the compliance document confirming that the identified gaps have been closed.

#### 3.6.7 Penalty due to delay in Response and Resolution of any issue raised

Incident Priority is derived from assessment of Impact and Urgency criteria. Incident Priority levels ("Severity Levels") shall be determined in accordance with the classifications and descriptions as set out below:

| Impact          | Description  | Priority |
|-----------------|--|----------|
| <b>Critical</b> | 1. Such class of errors will include problems, which prevent users from making operational and functional use of | P1       |

|               |  |    |
|---------------|--|----|
|               | <p>solution including audit observations categorised as <b>Critical</b> Impact.</p> <ol style="list-style-type: none"> <li>Any problem due to which the solution is not available to the Bank users.</li> <li>Any issues due to which the solution does not perform according to the defined performance and query processing parameters required as per the RFP like response slowness or no response of the solution and due to which the Bank users will not be able to perform their task in time.</li> <li>No work-around or manual process available</li> <li>Financial and business impact on Bank</li> <li>Any issue in Production Setup (i.e. DC &amp; DR) which impacts the end users</li> </ol> |    |
| <b>High</b>   | <ol style="list-style-type: none"> <li>Any incident which is not classified as “Critical” for which an acceptable workaround has been provided by the Bidder including audit observations categorised as <b>High</b> Impact.</li> <li>Users face severe functional restrictions in the application irrespective of the cause.</li> <li>Key business systems and support services</li> </ol>  | P2 |
| <b>Medium</b> | <ol style="list-style-type: none"> <li>Any incident which is not classified as “Critical” and “High Priority” for which an acceptable workaround has been provided by the Bidder including audit observations categorised as <b>Medium</b> Impact.</li> <li>Moderate functional restrictions in the application irrespective of the cause.</li> <li>No impact on processing of normal business activities</li> <li>Equipment/system/Applications issues and has no impact on the normal operations/day-to-day working</li> </ol>   | P3 |
| <b>Low</b>    | <ol style="list-style-type: none"> <li>All other residuary issues not defined in” Critical”, “High Priority” and “Medium Priority” including audit observations categorised as <b>Low</b> Impact.</li> <li>Any issue at any setup other than production setup that may impact bank’s user business hours.</li> </ol>   | P4 |

**TAT (Turn Around Time) to resolving Incident (P1, P2, P3, P4)**

| Priority | Target Time | Response | Target Resolution Time | Route Cause Analysis | Service Hours |
|----------|-------------|----------|------------------------|----------------------|---------------|
|----------|-------------|----------|------------------------|----------------------|---------------|

|           |            |         |           |               |
|-----------|------------|---------|-----------|---------------|
| <b>P1</b> | 30 minutes | 4 hours | 48 hours  | 24x7          |
| <b>P2</b> | 60 minutes | 8 hours | 72 hours  | 24x7          |
| <b>P3</b> | 90 minutes | 1 day   | 96 hours  | 09:00 – 18:00 |
| <b>P4</b> | 90 minutes | 2 day   | 120 hours | 09:00 – 18:00 |

**Penalty:**

**Quarterly OTS & ATS & AMC Cost = (Total OTS, ATS & AMC Cost for the respective year)/4.**

| <b>Service</b>           | <b>Service Level</b>  | <b>Penalty</b>  | <b>Max Penalty</b>                               |
|--------------------------|---|---|--|
| <b>Incident Response</b> | <p>24x7 monitoring of all in- scope solution.</p> <p>Categorization of events into P1, P2, P3 and P4 shall be carried out in consultation with the Bank during the contracting phase.</p> | <p>All Critical, High, and Medium priority incident should be logged as incident tickets and responded as per below SLAs:</p> <p>Incident Response along with action plan/ mitigation steps should be provided to designated Bank personnel as per the below SLA:</p> <ul style="list-style-type: none"> <li>• P1 incidents within 30 minutes of the incident being identified/ notified. Update should be provided every 30 minutes till the closure of the incident.</li> <li>• P2 incidents within 60 minutes of the incidents being identified/ notified. Update should be provided every 1 hour till the closure of the incident.</li> <li>• P3 incidents within 90 minutes of the incidents being identified/ notified. Update should be provided every 2 hours till the closure of the incident.</li> <li>• P4 incidents within 90 minutes of the incidents being identified/ notified. Update should be provided</li> </ul> | <p>100% of Quarterly OTS, ATS &amp; AMC Cost</p> |

|                                   |  |   |   |
|-----------------------------------|--|---|---|
|                                   |  | <p>every 4 hours till the closure of the incident.</p> <p><b>Penalty:</b></p> <p>SLA is measured on a Monthly basis and the penalty shall be levied on Quarterly Basis as follows:</p> <ul style="list-style-type: none"> <li>• <b>P1 incidents:</b><br/>For any violation in meeting the SLA requirements for P1 incident, Penalty shall be levied @1% per hour, or part thereof of, the Quarterly OTS , <b>ATS &amp; AMC Cost</b></li> <li>• <b>P2 incidents:</b><br/>For any violation in meeting the SLA requirements for P2 incident, Penalty shall be levied @0.50% per hour, or part thereof, of the <b>Quarterly OTS, ATS &amp; AMC Cost</b></li> <li>• <b>P3 incidents:</b><br/>For any violation in meeting the SLA requirements for P3 incident, Penalty shall be levied @0.25% per hour, or part thereof, of the <b>Quarterly OTS , ATS &amp; AMC Cost</b></li> <li>• <b>P4 incidents:</b><br/>For any violation in meeting the SLA requirements for P4 incident, Penalty shall be levied @0.15% per hour, or part thereof, of the <b>Quarterly OTS &amp; ATS &amp; AMC Cost</b></li> </ul> |   |
| <p><b>Incident Resolution</b></p> | <p>Resolution of the identified incidents.</p> | <p>The timelines required for resolution of Critical, High, Medium and Low priority incidents is mentioned below:</p> <ol style="list-style-type: none"> <li>1. <b>P1 incidents</b> within 4 hours of the incident identification.</li> <li>2. <b>P2 incidents</b> within 8 hours of the event identification.</li> <li>3. <b>P3 incidents</b> within 1 day of the event identification.</li> </ol>   | <p>100% of Quarterly OTS , ATS &amp; AMC Cost</p> |

|                                   |   |  |  |
|-----------------------------------|---|--|--|
|                                   |   | <p>4. <b>P4 incidents</b> within 2 days of the event identification.</p> <p><b>Penalty:</b></p> <p>SLA is measured on a Monthly basis and the penalty shall be levied on Quarterly Basis as follows:</p> <ul style="list-style-type: none"> <li>• <b>P1 incidents:</b><br/>For any violation in meeting the SLA requirements for P1 incident, Penalty shall be levied @1% per hour, or part thereof, of the <b>Quarterly OTS, ATS &amp; AMC Cost</b></li> <li>• <b>P2 incidents:</b><br/>For any violation in meeting the SLA requirements for P2 incident, Penalty shall be levied @0.50% per hour, or part thereof, of the <b>Quarterly OTS, ATS &amp; AMC Cost</b></li> <li>• <b>P3 incidents:</b><br/>For any violation in meeting the SLA requirements for P3 incident, Penalty shall be levied @0.25% per hour, or part thereof, of the <b>Quarterly OTS, ATS &amp; AMC Cost</b></li> <li>• <b>P4 incidents:</b><br/>For any violation in meeting the SLA requirements for P4 incident, Penalty shall be levied @0.15% per hour, or part thereof, of the <b>Quarterly OTS, ATS &amp; AMC Cost</b></li> </ul> |  |
| <p><b>Root Cause Analysis</b></p> | <p>Identifying and documenting the root cause of the incident</p> | <p>The timelines required for RCA of Critical, High, Medium, and Low priority incidents is mentioned below:</p> <ul style="list-style-type: none"> <li>• P1 incidents within 48 hours of the incident resolution.</li> <li>• P2 incidents within 72 hours of the incident resolution.</li> </ul>   | <p>100% of Quarterly OTS, ATS &amp; AMC Cost</p> |

|  |  |  |  |
|--|--|--|--|
|  |  | <ul style="list-style-type: none"> <li>• P3 incidents within 96 hours of the incident resolution.</li> <li>• P4 incidents within 120 hours of the incident resolution</li> </ul> <p><b>Penalty:</b></p> <p>SLA is measured on a Monthly basis and the penalty shall be levied on Quarterly Basis as follows:</p> <ul style="list-style-type: none"> <li>• <b>P1 incidents:</b><br/>For any violation in meeting the SLA requirements for P1 incident, Penalty shall be levied @1% per day, or part thereof, of the Quarterly <b>OTS, ATS &amp; AMC Cost</b></li> <li>• <b>P2 incidents:</b><br/>For any violation in meeting the SLA requirements for P2 incident, Penalty shall be levied @0.50% per day, or part thereof, of the <b>Quarterly OTS, ATS &amp; AMC Cost</b></li> <li>• <b>P3 incidents:</b><br/>For any violation in meeting the SLA requirements for P3 incident, Penalty shall be levied @0.25% per day, or part thereof, of the <b>Quarterly OTS, ATS &amp; AMC Cost</b></li> <li>• <b>P4 incidents:</b><br/>For any violation in meeting the SLA requirements for P4 incident, Penalty shall be levied @0.15% per day, or part thereof, of the <b>Quarterly OTS, ATS &amp; AMC Cost</b></li> </ul> |  |
|--|--|--|--|

**Note:**

- If performance issues (P1 and/or P2) continues for more than one month due to any reason at application/solution side, bank may choose any or all of the options like Review the contract, Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder.
- All penalties can be applied simultaneously.
- Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount. Penalty for Onsite resources shall be applicable upto 100% of the overall resources cost for the duration of the contract.
- SLA will be monitored on Monthly basis. Penalty due to downtime/service unavailability/disruption and any clauses mentioned above during contract period will be deducted from any subsequent payment to be made to the bidder.
- Penalty(s) during contract period will be deducted from any subsequent payment to be made to the Successful bidder.
- Penalty as mentioned above can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All types of penalties can be levied up to their maximum limit simultaneously.
- Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder, in case the bidder exceeds the threshold limit of Delay for any of the items above and/or penalty amount exceed as mentioned above. Bank, at its sole discretion, may exercise any or all of the options against the bidder, in such circumstances.

### 3.7 Terms of Payment

Charges will be billed as per the Table below:

1. Only GST, wherever applicable, will be borne by the Bank
2. Bank will deduct TDS (Tax deducted at source) as applicable.
3. Payment will be made as per the following schedule: -

**A**-Total Software/License and other software Infra Cost

**B**-Total Cost of thin clients

**C**-Total Installation and Implementation

**D**-Total cost of resources

**E**-Quarterly - AMC and ATS Cost

| S.No. | Milestones  | Timeline  | Payment Terms  | Payment Amount    |
|-------|---|---|--|-------------------|
| 1.    | Delivery of licenses, other components and all software required for setting up complete solution as per RFP including all components | Within <b>4 weeks</b> from date of Purchase Order | After submission of PBG, delivery of ordered goods/licenses and sign off | <b>20% of A+C</b> |

|    |  |  |   |                     |
|----|--|--|---|---------------------|
| 2. | Assessment to set up the complete VDI solution as per RFP and Finalization as well as acceptance of Design Document along with Plan of action (POA) by Bank  | Within <b>6 weeks</b> from the date of Purchase Order  | from the Bank.  |                     |
| 3. | Delivery of required hardware (thin clients) as per RFP including all components   | Within <b>6 weeks</b> from the date of Purchase Order  | In arrears are completion of milestone and sign off from the Bank | <b>20% of B</b>     |
| 4. | Installation, configuration, implementation of VDI Solution at DC and DRS and Migration (if any) including UAT sign-off which includes:<br>a) Setup of Infrastructure i.e., OS, DB and other components installation and implementation<br>b) Installation, Configuration and Setup of solution<br>c) Integration with other solutions, as applicable<br>d) User Acceptance Testing<br>e) UAT Sign-Off | Within <b>8 weeks</b> from the date of Purchase Order  | In arrears are completion of milestone and sign off from the Bank | <b>30% of A+B+C</b> |
| 5. | Go Live of VDI solution and thin client setup for production in DC and DR:<br>g) Pre Go-Live Audit observation closure report submission<br>h) <b>Go-Live and it's Sign-Off</b> from identified user groups/ profiles and offices<br>i) Go-Live of VDI Solution through various devices, i.e., desktops,   | Within <b>12 weeks</b> from the date of Purchase Order | In arrears on completion of milestone and sign off from the Bank  | <b>40% of A+B+C</b> |

|    |  |  |  |                                    |
|----|--|--|--|------------------------------------|
|    | laptops, thin clients, tablets, etc.         |  |  |                                    |
| 6. | Project Signoff                              | Post successful implementation and closure of all audit observations | In arrears on completion of milestone  | <b>10 % of A+B+C,</b>              |
| 7. | OTS Cost                                     | At the end of each quarter in arrears                                |  | <b>100% of Quarterly Cost of D</b> |
| 8. | AMC/ATS Cost of Devices/Solution/ Components | At the end of each quarter   | Quarterly in arrears and on submission of requisite documents from the OEM/OSD indicating the ATS/AMC coverage for the said period from the OEM/OSD. | <b>100% of quarterly cost of E</b> |

**Note:**

- I. TDS on payments will be deducted as applicable.
- II. All the payments will be made to bidder electronically in Indian Rupees only. Payment will be made against delivery invoices and challans duly acknowledged by Bank officials.
- III. Quarterly AMC/ATS shall be paid in arrears on production of invoice & certificate/confirmation from respective OEM that applicable AMC/ATS support has been renewed in line with the RFP requirements. Quarterly AMC/ATS maybe paid in advance on production of Bank Guarantee of equivalent amount (invoice amount for AMC and ATS) with validity of 15 months and claim period of additional 3 months.
- IV. Further, the above payments will be released only after submission of Performance Bank Guarantee, signing of SLA (including Dos & Don't) and NDA by Successful Bidder.
- V. The Bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the daily/weekly/monthly reports for which payment is being claimed.
- VI. All the payments to the Bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the Services to the satisfaction of Bank for this purpose.

- VII. Penalties if any, on account of non-compliance of Service Requirements/ liquidated damages, if any, shall be deducted from the invoice value/ EMD amount.
- VIII. Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- IX. Bank shall not have any liability whatsoever in case of any third-party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
- X. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
- XI. Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- XII. It is clarified that any payments of the charges made to and received by Successful Bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.
- XIII. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted in TCO 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.
- XIV. Penalties / liquidated damages, if any, shall be deducted from the invoice value.
- XV. In case Bank extends Contract period, the tenure of the existing Performance Bank Guarantee shall have to be extended accordingly for the duration of contract extension and claim period of an additional 6 months. In case the same is not feasible due to any reason, Bidder shall have to submit a Performance Bank Guarantee of the same amount (10% of the Total Cost of Ownership) as submitted previously for the duration of contract extension and claim period of an additional 6 months.
- XVI. \* **PROJECT SIGN-OFF:** Project sign-off will be given after resolution/closure of all post go-live issues raised within 2 months of go-live of the solution or three months from the go-live of the solution whichever is later.

### 3.8 Warranty & Maintenance

- I. Software & Hardware Acceptance: - Bank will carry out the acceptance tests for testing of software, hardware and verification that the supplied components are as per bill of material through Bank or Bank appointed third party auditor. The Bidder shall assist Bank in all acceptance tests to be carried out by Bank. Bidder needs to rectify all the gaps highlighted in the Acceptance testing without any additional cost to Bank.

- II. Solution Go-Live and final sign-off: - The final sign off shall be provided by the Bank after complete installation and implementation of all the components as per the Purchase Order and to the satisfaction of the Bank. Warranty period of 3 years and License period shall start from the date of Go live of Solution . AMC and ATS shall start post completion of warranty period.
- III. Bidder should provide comprehensive onsite warranty for all supplied components, and Support/Subscription for all software products OS, etc, as applicable. The warranty will start from the date of Go Live of Solution. During the warranty period and AMC/ATS period, bidder is required to install upgrades, new releases and handle the faults/problems at no extra cost to Bank.
- IV. The Bidder shall be responsible to provide an onsite comprehensive **3 (Three) Years** Warranty from the date of Go-live and sign-off by Bank and AMC and ATS (BACK-TO-BACK with OEM) for next **2 (two) years** after expiry of warranty period for all supplied Hardware, Software, etc at the respective delivered locations of the Company as provided in the Purchase Order / Contract for Supply.
- V. The Bidder shall provide patches, updates, and upgrades throughout the contract period and implement the same.
- VI. Hardware part replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

### 3.9 Signing of Contract

- I. The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA) 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 Service Level Agreement/ Purchase Order 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 or till such period as extended by the Bank), the EMD will be forfeited after a grace period of 15 working days.
- II. Bank reserves the right to blacklist/debar the said successful bidder after a grace period of 15 working days.
- III. 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.

**Note:** Working days in the RFP refers to Bank's working days.

### 3.10 Duration of Contract

- I. Bank will enter into a contract with the successful bidder initially which shall start from the date of signing the contract and will be valid for a period of 5 years.

- II. 'Service Level Agreement' to be signed between Bank and the Service Provider following the completion of selection process and will continue until end of the contract period or terminated whichever is earlier.
- III. After expiry of the contract period of five (05) years, contract may be extended for a period of one (01) year each or part thereof with maximum for two (02) years at the same rates and terms & conditions of initial contract, subject to satisfactory performance of successful bidder, except ATS/ AMC and OTS rates.
- IV. AMC/ATS and OTS: - In case contract is extended beyond 5 years, ATS/AMC & OTS rates applicable for 5<sup>th</sup> year will be applicable for extended contract period at the same terms & conditions of initial contract, subject to satisfactory performance of successful bidder.
- V. Bank reserves right to terminate the contract at any time in case successful bidder fails to meet any of the requirements as mentioned in the RFP.

### 3.11 Other Terms and Conditions

- I. The Service Provider shall comply with the directions issued from time to time by Bank and follow the industry and statutory standards related to the security and safety, in so far as it applies to the provision of the Services relating to the Project defined as per RFP.
- II. The Service Provider shall upon prior intimation by the Bank or its nominee(s) participate in regular meetings where safety and information technology security matters are being reviewed.
- III. Consortium Bidding will not be accepted by Bank.
- IV. Location of Onsite technical support person can be changed as per the Bank requirement. It maybe DC and DR and any other site of the Bank.

### 3.12 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned as per **Annexure- 2**. Only those bidders, who satisfy all the eligibility criteria as mentioned in Annexure-2, may respond. Document in support of all eligibility criteria is required to be submitted along with the Bid. Offers received from the bidders who do not fulfil any of the eligibility criteria are liable to be rejected. Any decision of Bank in this regard shall be final, conclusive, and binding upon the bidder.

### 3.13 Bid Submission Process

#### 3.13.1 Documents for Technical Bid

Interested and eligible bidders may submit their proposal in the prescribed format (enclosed here) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the Bank through the GEM Portal. The document checklist is provided under Document Checklist.

### 3.13.2 Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in Annexure 16 – Commercial Bid.

The Commercial Offer should give all relevant price information as per the commercial bid format and should not contradict the Technical Bid document in any manner.

### 3.13.3 Shortlisting of bidders Technical Evaluation

The Bank will evaluate the bidders based on:

I. **Whether tender fees / EMD / Bid security declaration has been submitted**

First of all, the RFP Cost / Tender fees and EMD of all bidders will be verified. If any RFP Cost / EMD / Bid security declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process.

II. **Compliance to Eligibility criteria**

The 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 specifications / parameters.

III. **Compliance to terms and conditions of the RFP, corrigendum (if any)**

- a. Bank 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 Bank will be final in this regard. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. 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 / Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
- b. For responses received within the prescribed closing date and time the Bank will scrutinize the offers received as per the above-mentioned list and to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.
- c. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.
- d. Upon receipt of applications (RFP) the same shall be scrutinized and evaluated by the Bank and the Bank will shortlist /select bidders as per requirement and the same shall be communicated to the bidders. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

- e. During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by PNB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission. In case the OEM is participating in the bid directly, the bids of its authorised resellers will not be considered.
- f. The Bank reserves the right to check / validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the bidder. The Bank may ask for queries on each of the criteria wherein the bidder needs to respond within stipulated timelines.
- g. Demonstration and Capability Presentation -If required, the Bank may ask the bidder to arrange for the demonstration and presentation of the offered products and how the project will be carried out by the bidder. The Bank may ask the bidder to provide the presentation (overall presentation or to cover up any specific area during the presentation).

### 3.13.4 Commercial Evaluation

- I. Technically qualified bidders as per technical evaluation process will participate in commercial bid opening process. The bidder should quote as per Price Format in Indian Rupees as the all-inclusive price for the desired work / services.
- II. In case Bidder opts to augment the existing solution, they need to quote for the cost of additional hardware, software, support renewal of existing hardware and software. Bidder needs to ensure that the contractual support period of both existing and additional hardware and software products are co-termed to have the same support end date. Bidder is also required to include the cost of upgrade of existing hardware and software in case the same is required to deliver the functionalities and features of the solution as required in this RFP.
- III. In case bidder opts to quote for new solution, they need to quote for the complete set of solution including hardware, software, warranty support, AMC /ATS support etc as per the requirements of the RFP.
- IV. While submitting the financial bid, following must be kept in mind:
  - a. The price quoted should include all costs associated with the assignment (support, maintenance, customization etc.). A separate Tax breakup should be provided by the bidder.
  - b. The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
  - c. The financial bid should be submitted in the Price Format given in **Annexure 16** – Commercial Bid format.

### 3.13.5 Reverse auction

#### Guidelines for Reverse Auction

The Bank will select the L1 bidder through reverse auction, the guidelines of GEM portal for reverse auction will be applicable. However, the final L1 bidder will be required to submit the price breakup of the final cost after reverse auction. An undertaking to this effect to be submitted as per **Annexure 17** – Compliance Statement cum Price confirmation letter – Reverse Auction.

### 3.13.5.1 Reverse Auction Process

- I. After opening of the commercial bids, the Bank will carry out Reverse auction process. The qualification criteria for the reverse auction are as mentioned in GEM bid.
- II. The reverse auction process will be carried out as per the terms and conditions of the GEM portal.
- III. The notice for reverse auction will be placed on GEM portal and the bidders will get time to participate in the reverse auction process.
- IV. The bidder with the lowest commercials after reverse auction will be declared commercially L1 bidder.
- V. The L1 bidder has to compulsorily submit the quotes before and after reverse auction in the commercial bid format as per **Annexure 16** – Commercial Bid format. Bidders have to submit price breakup after reverse auction on pro-rata basis to quotes submitted before reverse auction.
- VI. Price breakup after reverse auction need to submit within 48 hours post completion of reverse auction.
- VII. All the bidders are required to give the undertaking along with the technical bid for participating in the reverse auction **Annexure 17** – Compliance Statement cum Price confirmation letter – Reverse Auction.

#### **4 PART C - ANNEXURES**

##### **Annexure 1 – Undertaking from the Bidder**

(To be submitted on Bidder's letterhead)

To

The Assistant General Manager

IT Procurement Department

Punjab National Bank

I.T. Division, Head Office

New Delhi

Sir

##### **REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We submit our Bid Documents herewith.

We understand that:

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
2. 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.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. 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:**

**Contact No:**

**Seal of Company:**

## Annexure 2 – Eligibility Criteria

(To be submitted on Bidder's letterhead)

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office New Delhi

Dear Sir,

We confirm our Compliance of below Eligibility Criteria given in RFP: Supply, Implementation and Maintenance of Virtual Desktop Infrastructure (VDI) Solution

| S. No. | ELIGIBILITY CRITERIA   | SUPPORTING DOCUMENTS TO BE SUBMITTED  | Compliance (Y/N) | Detail along with reference Document Submitted and Page No. |
|--------|--|---|------------------|---|
| 1.     | The solution should have local content of atleast 20%.   | <p>MII Certificate from Competent Authority with calculation of MII % for each line item as per commercial and overall solution, Place of value addition, etc. as per MII guidelines. (refer clause no. 1.13.1 of this document)</p> <p>Supporting documents from OEM(s) as per clause no. 1.13.1 of this RFP document is also to be submitted.</p> |                  |   |
| 2.     | The bidder should be registered as a company in India as per Companies Act 1956 OR Companies Act 2013 OR Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP. | Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc <b>AND</b> certificate for change of name, etc., if any.  |                  |   |

|           |   |   |  |  |
|-----------|---|---|--|--|
| <p>3.</p> | <p>a. The bidder should be either the Original Equipment Manufacturer (OEM) or their authorized representative in India. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.</p> <p>b. If any product of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.</p> <p>c. If an Indian Authorized Representative (IAR) submits bid on behalf of the Principal/OEM, the same IAR shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product</p> <p>d. Joint Bids/ Bids by Consortium are not acceptable.</p> | <p>In case of authorized representative/partner of the primary product, MAF from OEM as per <b>Annexure-19</b> in their letter Head needs to be provided.<br/>(Name, designation, contact no &amp; official mail id of the signing authority must be clearly mentioned in the MAF.)</p> <p style="text-align: center;"><b>OR</b></p> <p>In case bidder itself is OEM of any Item (e.g., App./hardware etc.), undertaking as per <b>Annexure-20</b> on their company's letter head should be provided.</p> |  |  |
| <p>4.</p> | <p>The bidder should have minimum annual turnover of <b>Rs. 12 Crores</b> (Rupees Twelve Crores only) (<b>Rs. 6 Cr-Rupees Six Crores</b> only for <b>MSE Bidders</b>)</p>   | <p>a. CA certificate for the financial years 2020-21, 2021-22 and 2022-23). (As per <b>Annexure-8(A)</b>)</p>   |  |  |

|           |  |  |  |  |
|-----------|--|--|--|--|
|           | <p>from Indian operations in each of the last three financial years i.e., 2020-21, 2021-22 and 2022-2023. This must be the individual company turnover from India Operations and not that of any group of companies.</p> <p>The bidder should have positive net worth during last 3 Financial Years (FY 2020-21, 2021-22 and 2022-23)</p>  | <p>Note: The CA certificate provided in this regard should be without any riders or qualification.</p> <p>b. Copies of last three years' audited balance sheet.</p> <p>c. For MSE relaxation in terms of prior turnover, Bidder should</p> <ol style="list-style-type: none"> <li>1. Be manufacturer of the offered Primary Product (VDI Software) and give specific confirmation through undertaking on Letterhead to this effect at the time of bid submission.</li> <li>2. Claim EMD exemption.</li> <li>3. Credentials should be verifiable online through Udyam Registration website of Ministry of MSME as per the supporting documents uploaded during bidding process</li> </ol> |  |  |
| <p>5.</p> | <p>The Bidder must have successfully supplied &amp; implemented VDI solution in at least Two PSU/Government/BFSI organizations in India, during last Five years which should be successfully running as on date of bid submission and out of the above implementations Atleast one implementation should be any Public/Private Sector Bank with minimum 500 licenses in India.</p> | <p>Bidder has to submit the following documents:</p> <ol style="list-style-type: none"> <li>(i) Copy of Purchase Order/ Work Order/ Agreement signed &amp; stamped by the Client.</li> </ol> <p><b>AND</b></p> <ol style="list-style-type: none"> <li>(ii) Copy of Performance Certificate as per <b>Annexure – 5 (A)</b> in hardcopy/email <b>OR</b> Mail confirmation from client clearly stating the product name, model/version deployed, that the same is successfully running as on date, The date/month of</li> </ol>   |  |  |

|     |   |  |  |  |
|-----|---|--|--|--|
|     |   | commissioning/go-live and that the performance of the Bidder as well as the product deployed is satisfactory.                |  |  |
| 6.  | The bidder should have Support center in India  | Details of Support Centre/ Undertaking on Letterhead of the Organizations per <b>Annexure - 23</b>                           |  |  |
| 7.  | 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 <b>Annexure- 6.</b>                     |  |  |
| 8.  | The Bidder should not have been blacklisted/ debarred /banned by Government / Government agency / Banks / Financial Institutions / PSUs in India during last 3 years as on bid submission date.   | Certificate is to be provided by as per <b>Annexure- 7.</b>  |  |  |
| 9.  | The Bidder and its subsidiaries should not have been engaged with Punjab National Bank for any consultancy services.  | An undertaking to this effect must be submitted on company letterhead with duly signed & sealed as per <b>Annexure - 25.</b> |  |  |
| 10. | The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any | Self-undertaking to be submitted on company letter head.   |  |  |

|     |                                   |   |  |  |
|-----|-----------------------------------|---|--|--|
|     | Director or Employee of the Bank. |   |  |  |
| 11. | Labour Law Compliances            | Undertaking on Bidders letterhead as per <b>Annexure- 13.</b> |  |  |

**ELIGIBILITY CRITERIA FOR OEM(s)**

|    |  |  |  |  |
|----|--|--|--|--|
| 1. | OEM's VDI solution proposed must be deployed in at least Two PSU / Government / BFSI organizations in India for minimum 500 Users each, during last Five years which should be successfully running as on the date of bid submission and out of these 2 implementations, atleast 1 implementation should be of Public/Private Sector Banks in india. | <p>Bidder has to submit the following documents:</p> <ul style="list-style-type: none"> <li>(iii) Copy of Purchase Order/ Work Order/ Agreement signed &amp; stamped by the Client. <b>AND</b></li> <li>(iv) Copy of Performance Certificate as per Annexure – 5 (B) in hardcopy/email <b>OR</b> Mail confirmation from client clearly stating the product name/model/version deployed, that the same is successfully running as on date, The date/month of commissioning/go-live and that the performance of the product deployed is satisfactory.</li> </ul> |  |  |
| 2. | OEM/OSD of primary product (VDI) should have annual average turnover of <b>Rs. 12 Crores</b> (Rupees Twelve Crores only) for last three financial years  | <p>Provide CA/Self Certificate as per <b>Annexure- 8(B).</b></p> <p><b>AND</b></p>   |  |  |

|    |  |  |  |  |
|----|--|--|--|--|
|    | i.e., 2020-21, 2021-22 and 2022-23   | Audited Balance Sheet for the FY2020-21, FY2021-2022, FY2022-2023<br>The Document should be sufficient enough to suffice the Bank requirement. |  |  |
| 3. | The OEM and OSD should not have been blacklisted / debarred / banned by Government / Government agency / Banks / Financial Institutions / PSUs in India during last 3 years as on bid submission date. | Certificate is to be provided by the chartered accountant /statutory auditor/ self-certification as per <b>Annexure- 7.</b>                    |  |  |

**NOTE:**

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.

1. 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.
2. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
3. Bidders to submit relevant documentary evidence for all parameters mentioned.
4. 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.
5. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original (No Photocopies will be acceptable).
6. 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. The document providing the authorization of the signatory should be submitted to the Bank for all parties.
7. 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.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 3 – Bidder’s Information**

(To be submitted on Bidder’s letterhead)

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

| <b>S.N</b> | <b>Information</b>   | <b>Particulars / Response</b>   |
|------------|--|---|
| 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          | Bank Account Detail: Account Number, Account Name, IFSC, Bank Name   | Account Number:<br>Account Name:<br>IFSC:<br>Bank Name:                                     |
| 9          | Name, Designation, Tel. No/Mobile, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution) |   |
| 10         | Specimen Full signature  |   |
| 11         | Contact person’s name, address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact person’s details)     |   |
| 12         | Details of Service Support Center in India   | Complete Address:<br>No. of Support Engineers:<br>Contact Person (Name & No.):<br>Email ID: |

|     |   |                                      |                   |                           |                    |
|-----|---|--------------------------------------|-------------------|---------------------------|--------------------|
| .13 | Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.   |                                      |                   |                           |                    |
| .14 | Any pending or past litigation (within three years)? If yes, please give details  | Yes/No/Comments (if option is 'Yes') |                   |                           |                    |
| .15 | Please mention turnover* for last three financial years and include the copies of Audited Balance Sheet in support of it.<br><br>*Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures) | FY                                   | Turnover (in Rs.) | Net Profit/ Loss (in Rs.) | Net Worth (in Rs.) |
|     |   | 2020-21                              |                   |                           |                    |
|     |   | 2021-22                              |                   |                           |                    |
|     |   | 2022-23                              |                   |                           |                    |

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

## Annexure 4 – Compliance Statement

(To be submitted on Bidder's letterhead)

### **REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

#### DECLARATION

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

| Compliance   | Description  | Compliance (Yes/No) |
|--|--|---------------------|
| <b>Terms and Conditions</b>  | <p>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).</p> <p>We understand &amp; agree that in event of being successful in the bid and being empanelled, we shall comply to the terms &amp; 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 noncompliance 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.</p> |                     |
| <b>Scope of work and/ Technical Specification</b>                  | <p>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).</p>   |                     |
| <b>RFP, Clarifications &amp; subsequent Corrigendum/s, if Any.</b> | <p>We hereby undertake that we have gone through RFP, clarifications &amp; 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).</p>  |                     |

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

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

**Signature of Authorized Signatory**

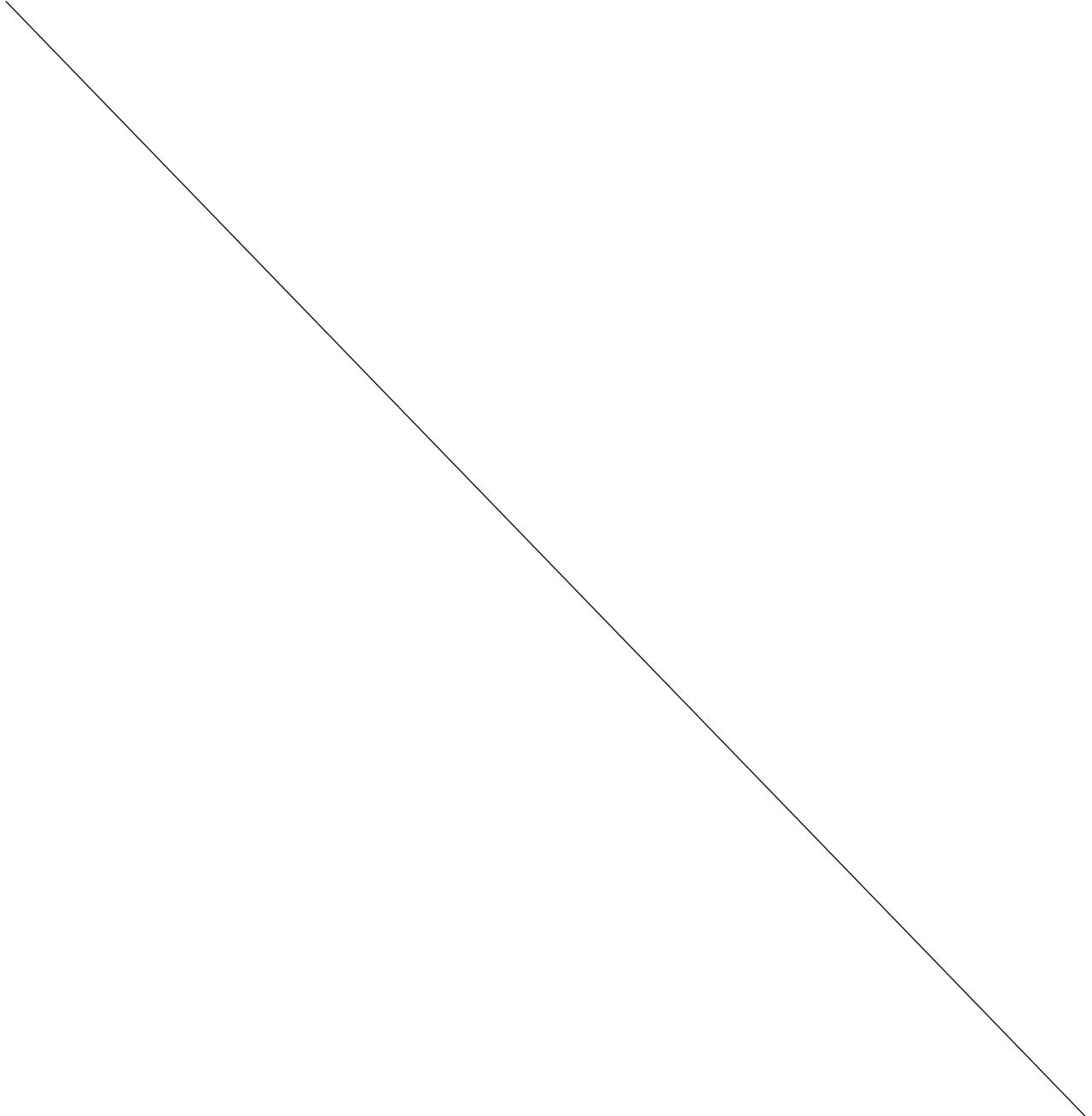
**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**



**Annexure 5 (A) – Performance Certificate for Bidder**

(To be provided on letter head of the issuing client)

To  
The Assistant General Manager  
IT Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi  
Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

This is to certify that M/s \_\_\_\_\_ has supplied and implemented the below listed devices/components/services and is working as our Implementer/ Integrator.

| <b>Name of the OEM of the Product &amp; Model/ Services Offered</b> | <b>Date of go-live/ sign-off</b> |
|---|----------------------------------|
|   |                                  |

The services provided by the M/s \_\_\_\_\_ and the products supplied by them are satisfactory and working as per the requirement of our organization since the date of go-live/ sign-off till date.

The project is successfully running till date.

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 5 (B) – Performance Certificate for OEM**

(To be provided on letter head of the issuing client)

To  
The Assistant General Manager  
IT Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi  
Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

This is to certify that M/s \_\_\_\_\_ has supplied and implemented the below listed devices/components/services and is working as our Implementer/ Integrator.

| <b>Name of the OEM of the Product &amp; Model/ Services Offered</b> | <b>Date of go-live/ sign-off</b> |
|---|----------------------------------|
|   |                                  |

The services provided by the M/s \_\_\_\_\_ and the products supplied by them are satisfactory and working as per the requirement of our organization since the date of go-live/ sign-off till date.

The project is successfully running till date.

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 6 - Litigation Certificate**

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 OR 2013 OR Partnership Bidder registered under LLP Act, 2008 with its headquarters at, \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

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

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

**Signature of CA/Statutory Auditor**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**UDIN No:**

**Annexure 7 – Undertaking for Non - Blacklisted**

(To be submitted on Bidder's letterhead)

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office New Delhi

Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 OR Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008 with its \_\_\_\_\_ headquarters \_\_\_\_\_ at,

\_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred /banned by the Government / Government agency / Banks / Financial Institutions / PSUs 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:**

**Contact No:**

**Seal of Company:**

**Annexure 8 (A) – Turnover Certificate for Bidder**

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 OR Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008 with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY20\_\_-\_\_, FY20\_\_-\_\_ and FY20\_\_-\_\_ (to be submitted for years as per Eligibility Criteria – Annexure 2).

| Financial Year | Annual Turnover (in Rs.) | Annual Turnover from India Operations (in Rs.) | Net Profit (in Rs.) | Net Worth (in Rs.) |
|----------------|--------------------------|--|---------------------|--------------------|
| 2020-21        |                          |  |                     |                    |
| 2021-22        |                          |  |                     |                    |
| 2022-23        |                          |  |                     |                    |

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

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

**Note:** Only Bidder Company's / Firm's figures need to be mentioned from its operations in India. (Not to include subsidiary, consortium, affiliate or group entities figures)

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

**Annexure 8 (B) – Turnover Certificate for OEM/OSD**

(To be provided by Statutory Auditor/Chartered Accountant/Self Certification on their Letterhead)

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

This is to certify that M/s \_\_\_\_\_, a company incorporated under \_\_\_\_\_ with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth. This information is based on the Audited Financial Statements for FY20\_\_-\_\_, FY20\_\_-\_\_ and FY20\_\_-\_\_ (to be submitted for years as per Eligibility Criteria (ANNEXURE-2) point no. 4).

| <b>Financial Year<br/>(for Three Consecutive FY)</b> | <b>Annual Turnover<br/>(in Rs.)</b> | <b>Net Profit/Loss<br/>(in Rs.)</b> | <b>Net Worth<br/>(in Rs.)</b> |
|--|-------------------------------------|-------------------------------------|-------------------------------|
| <b>2020-21</b>                                       |                                     |                                     |                               |
| <b>2021-22</b>                                       |                                     |                                     |                               |
| <b>2022-23</b>                                       |                                     |                                     |                               |

**Note: Only OEM/OSD Company's / Firm's figures need to be mentioned from its operations. (Not to include subsidiary, consortium, affiliate or group entities figures)**

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 9 – Performa for Integrity Pact**

To

The Assistant General Manager

I T Procurement Department

Punjab National Bank

I.T. Division, Head Office New Delhi

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

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**

(On Stamp paper of appropriate value)

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: -
2. 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.
3. 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.
4. The Principal will exclude from the process all known prejudiced person.
5. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the 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 IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

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

1. The principal appoints competent and credible Independent External Monitor (IEM) Sh. Madhusudan Prasad (IAS-Retd.), (email ID: mprasad23@gmail.com), (Mob no. 9717585556) 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. The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to the Bank Officials.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/

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

### **Section 09- Pact Duration**

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

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

### **Section 10- Other provisions**

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 invalid, 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)

**Annexure 10 – Performa for the Bank Guarantee**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To  
The Assistant General Manager  
IT Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi

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 **Request For Proposal (RFP) For Supply, Implementation And Maintenance Of Virtual Desktop Infrastructure (VDI) Solution** An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

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

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period

on receiving instructions in writing, from \_\_\_\_\_, 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 \_\_\_\_\_ 2024 at \_\_\_\_\_

**Name of signatory**

**Designation**

**Email ID:**

**Contact No.**

**Bank Common Seal**

**Annexure 11 – NDA (Non-Disclosure Agreement)**

(on Stamp paper of appropriate value)

This Confidentiality –cum- Nondisclosure Agreement is entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, between \_\_\_\_\_ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (herein after called 'Service Provider'), which expression shall, unless repugnant to the context, includes its successors and assigns.

**AND**

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Corporate Office at Sector 10, Dwarka Delhi – 110 075 and inter-alia, its Information & Technology Division at 5, Sansad Marg, New Delhi – 110 001 (herein after referred to as 'PNB'), which expression shall, unless repugnant to the context, includes its successors and assigns.

The Service Provider and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Agreement dated \_\_\_\_\_ (hereinafter referred to as 'Agreement').

In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witness the: -

**1) Proprietary Information:**

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute

proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers 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.

**The Proprietary Information**” shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties’ actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

## **2) Confidential Information:**

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.

Confidential information shall also include, without limitation, software programs, technical data, methodologies, knowhow, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’. Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession

of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

### **3) Confidentiality:**

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) Each party may disclose the confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

### **4) Non-Disclosure of Proprietary and Confidential Information:**

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

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

### 5) Limit on Obligations:

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

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

### 6) Return of Documents:

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary **and Confidential** Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary **and Confidential** Information of the other party.

### 7) Communications:

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) Punjab National Bank, Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

1.....

2.....

M/s \_\_\_\_\_ Attn: \_\_\_\_\_

1.....

2. \_\_\_\_\_

**8) Term:**

The Agreement is valid from \_\_\_\_\_ to \_\_\_\_\_. Either party may terminate the Agreement by giving prior written notice of 30 days to other party. The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive even after termination of the agreement dated \_\_\_\_\_. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non- Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement

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

**9) Damages:**

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire direct loss and damages on account of such disclosure..
- (c) Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in

breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

- (e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

#### **10) Arbitration & Governing Law:**

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

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

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

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

The venue of the arbitration shall be Delhi.

#### **11) Permitted Disclosure**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such

requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

## **12) Ownership of Information**

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

## **13) No Representation**

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

## **14) No Assignment**

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

## **15) Severability**

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

## **16) Delay or Waiver**

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

## **17) Governing Law**

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

## **18) Indemnity**

Each party shall indemnify the other party from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

### **19) Modification**

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

### **20) Remedies and Relief:-**

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost, expenses and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

### **21) Notices:**

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

### **22) Miscellaneous**

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.
- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. .

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s\_\_\_\_\_

**Authorized Signatory**

**Shri** \_\_\_\_\_

**Designation**\_\_\_\_\_

**For Punjab National Bank**

**Authorized Signatory**

**Shri** \_\_\_\_\_

**Designation**\_\_\_\_\_

**Annexure 12 (A) – Escalation Matrix of Bidder**

(To be submitted on company letterhead of bidder)

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office New Delhi  
Sir

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We hereby submit the escalation matrix of our organization (M/s \_\_\_\_\_) for Information Technology Manage Service Provider for Punjab National Bank related issues as following: -

| Sl. No. | Escalation Level   | Name | Designation | Contact No. | Email ID |
|---------|--------------------|------|-------------|-------------|----------|
| 1       | Escalation Level 1 |      |             |             |          |
| 2       | Escalation Level 2 |      |             |             |          |
| 3       | Escalation Level 3 |      |             |             |          |

(\*Add as many rows as required)

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

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

**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Contact No:****Seal of Company:**

**Annexure 12 (B) – Escalation Matrix of OEM**

(To be submitted on company letterhead of OEM)

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office New Delhi  
Sir

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We hereby submit the escalation matrix of our organization (M/s \_\_\_\_\_) for Information Technology Manage Service Provider for Punjab National Bank related issues as following: -

| Sl. No. | Escalation Level   | Name | Designation | Contact No. | Email ID |
|---------|--------------------|------|-------------|-------------|----------|
| 1       | Escalation Level 1 |      |             |             |          |
| 2       | Escalation Level 2 |      |             |             |          |
| 3       | Escalation Level 3 |      |             |             |          |

(\*Add as many rows as required)

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

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

**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Contact No:****Seal of Company:**

**Annexure 13 – Undertaking for Labour Law Compliance**

(To be submitted on Bidder's letterhead)

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office New Delhi

Sir

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We, M/s\_\_\_\_\_ undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 14 – Self declaration for compliance to RBI master direction on outsourcing of it services**

(To be submitted on Bidder's letterhead)

To  
The Assistant General Manager  
I. T. Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi

Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We, M/s \_\_\_\_\_ hereby state that we have gone through the RBI Master Circular: RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 and subsequent circular /guidelines regarding Master Direction on Outsourcing of Information Technology Services and we hereby state that we comply to all the directions and clauses as stated in the aforesaid circular. We along with the resources deployed by us and services provided by us, will also ensure compliance of all the clauses and directions of the aforesaid circular throughout the period of the contract.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No.:**

**Seal of Company**

### Annexure 15 –Bill of Material of Offered Solution/ Hardware (BOM)

(To be submitted on Bidder's letterhead)

#### **REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

Bidder needs to provide the compliance on below Bill of Materials and Also share the details of Infrastructure sizing with the proposed VDI solution.

**Table-1: Below is the infrastructure sizing required to be shared by the bidder:**

| SERVER FOR DC & DR & UAT                  |  | Remarks/ Specification Supplied |
|---|--|---------------------------------|
| <b>Make &amp; Model:</b> (Please mention) |  |                                 |
| <b>CPU</b>                                | <b>Physical Processor Count:</b><br><b>Core Count:</b><br><b>Processor Base Frequency:</b><br><b>Processor Turbo Frequency:</b><br><b>L3 Cache memory:</b> |                                 |
| <b>Memory</b>                             |  |                                 |
| <b>Hard Disk Storage</b>                  |  |                                 |
| <b>Harddisk Type</b>                      |  |                                 |
| <b>Ports</b>                              |  |                                 |
| <b>Others</b>                             |  |                                 |

**Table-2: Software Bill of Material**

| Solution     | Software           | Details (Make/Version / Release etc.) | No. of Licenses | Type of Licenses | Compliance & Remarks |
|--------------|--------------------|---------------------------------------|-----------------|------------------|----------------------|
| VDI Solution | VDI Application    |                                       |                 |                  |                      |
|              | Operating System   |                                       |                 |                  |                      |
|              | Database Software  |                                       |                 |                  |                      |
|              | Any Other Software |                                       |                 |                  |                      |

| S.No | Items   | Quantity | Make/Model/Remarks | Compliance (Yes/No) |
|------|---|----------|--------------------|---------------------|
| 1    | VDI Software with Microsoft Windows RDS CALs - Concurrent Users With 3 years Support /Warranty. | 500      |                    |                     |
| 2    | Thin client with 3 years Support/ Warranty  | 100      |                    |                     |

**Configuration of Endpoints:**

|                               |  |
|-------------------------------|--|
| <b>CPU</b>                    |  |
| <b>RAM</b>                    |  |
| <b>Hardisk Space required</b> |  |
| <b>Network Bandwidth</b>      |  |
| <b>(Others)</b>               |  |

**Note:** The above mentioned Quantity of 500 licenses may vary as per Bank' requirement. In order to arrive at cost of Licenses, unit price of license quoted by the Bidder will be considered.

Bidder may add as many rows and columns as required.

- The quantity mentioned by the Bidder should be as per the requirement of the Bank
- *This is merely for understanding the hardware & software sizing and Bidder to mention all Other Information Related to all the Items of the complete solution (Please provide in tabular Format). If any item mentioned in the BoM is not a part of the commercial format, the same shall be treated as part of the overall solution which the Bidder has to provide without any additional cost to the Bank.*

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No.:**

**Seal of Company**

**Annexure 16 – Performa of the indicative Commercial Bid**

(To be submitted on Bidder's letterhead)

**Ref: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

**Table A: Software/License Cost**

| S.No                  | Items                                  | Quantity (A) | Unit Price (B) | Total Amount (A*B) |
|-----------------------|--|--------------|----------------|--------------------|
| 1.                    | Cost of VDI Solution/ License per User | 500          |                |                    |
| 2.                    | Cost of any other software/tool        | 1*           |                |                    |
| <b>TOTAL COST (A)</b> |  |              |                |                    |

**Table A1: Indicative Price Breakup Table for S.No. 2 in Table A**

| S.No                  | Items                              | Quantity (A) | Unit Price (B) | Total Amount (A*B) |
|-----------------------|------------------------------------|--------------|----------------|--------------------|
| 1.                    | Database (with SA)                 | 1*           |                |                    |
| 2.                    | Add lines for any other components |              |                |                    |
| <b>TOTAL COST(A1)</b> |                                    |              |                |                    |

**Table B: Hardware Cost**

| S.No                 | Items                                      | Quantity (A) | Unit Price (B) | Total Amount (A*B) |
|----------------------|--|--------------|----------------|--------------------|
| 1.                   | Cost for Thin client with 3 years Warranty | 100          |                |                    |
| <b>TOTAL COST(B)</b> |  |              |                |                    |

**Table C: Implementation Cost**

| S.No                 | Items   | Quantity (A) | Unit Price (B) | Total Amount (A*B) |
|----------------------|---|--------------|----------------|--------------------|
| 1.                   | One time Implementation cost of VDI Solution including all components | 1            |                |                    |
| 2.                   | Cost of Per thin client installation and implementation cost          | 1            |                |                    |
| <b>TOTAL COST(C)</b> |   |              |                |                    |

**Table D: Resource Cost**

| S.No      | Items | Quantity(A) | Unit Price(B) |            |            |            |            | Total Amount<br>((A*B1) +(A*B2)<br>+(A*B3)<br>+(A*B4) +(A*B5)) |
|-----------|-------|-------------|---------------|------------|------------|------------|------------|--|
|           |       |             | Y1<br>(B1)    | Y2<br>(B2) | Y3<br>(B3) | Y4<br>(B4) | Y5<br>(B5) |  |
| Component |       |             |               |            |            |            |            |  |

|                      |   |   |  |  |  |  |  |  |
|----------------------|---|---|--|--|--|--|--|--|
| 1.                   | Onsite Technical Support (OTS) Cost of Three L1 Resource year wise during the contract period | 1 |  |  |  |  |  |  |
| 2.                   | Onsite Technical Support (OTS) Cost of one L2 Resource year wise during the contract period   | 1 |  |  |  |  |  |  |
| <b>TOTAL COST(D)</b> |   |   |  |  |  |  |  |  |

**Table E: ATS and AMC Cost**

| S.No                  | Items   | Quantity (A) | Unit Price (B) in INR | Total Amount (A*B) INR |
|-----------------------|---|--------------|-----------------------|------------------------|
| 1.                    | Solution ATS cost for 4 <sup>th</sup> year for S.No 1 in Table A    | 1*           |                       |                        |
| 2.                    | Solution ATS cost for 5 <sup>th</sup> year for S.No 1 in Table A    | 1*           |                       |                        |
| 3.                    | ATS / Support for 4th year for S.No. 2 in Table A                   | 1*           |                       |                        |
| 4.                    | ATS / Support for 5th year for S.No. 2 in Table A                   | 1*           |                       |                        |
| 5.                    | Thin Client AMC cost for 4 <sup>th</sup> year for S.No 1 in Table B | 1*           |                       |                        |
| 6.                    | Thin Client AMC cost for 5 <sup>th</sup> year for S.No 1 in Table A | 1*           |                       |                        |
| <b>TOTAL COST (E)</b> |   |              |                       |                        |

**Table E1: Indicative Price Breakup Table for S. No. 1 and 2 in Table A1**

| S.No | Items   | Quantity (A) | Unit Price (B) | Total Amount (A*B) |
|------|---|--------------|----------------|--------------------|
| 1.   | ATS / Support for 4th year for Database (with SA) at S. No. 1 in Table A1 | 1*           |                |                    |
| 2.   | ATS / Support for 5th year for Database (with SA) at S. No. 1 in Table A1 | 1*           |                |                    |

|                       |   |    |  |  |
|-----------------------|---|----|--|--|
| 3.                    | Add lines for ATS/ Support for any other components | 1* |  |  |
| <b>TOTAL COST(E1)</b> |   |    |  |  |

**Table F: Summary**

| S.No | Items                          | Total Cost | GST% | GST Amount | Total Cost Including GST |
|------|--------------------------------|------------|------|------------|--------------------------|
| 1.   | TOTAL COST(A)                  |            |      |            |                          |
| 2.   | TOTAL COST(B)                  |            |      |            |                          |
| 3.   | TOTAL COST(C)                  |            |      |            |                          |
| 4.   | TOTAL COST(D)                  |            |      |            |                          |
| 5.   | TOTAL COST(E)                  |            |      |            |                          |
| 6.   | <b>GRAND TOTAL (1+2+3+4+5)</b> |            |      |            |                          |

**Table G: Optional Items**

| SI No. | Items  | Total Cost |
|--------|--|------------|
| 1.     | <b>Per Migration Cost from Cloud to On-premises or vice versa or from cloud to cloud</b> |            |

**Notes:**

The rates of the devices discovered through RFP shall be valid for a period of Two years from the date of release of the PO. The rates for AMC, ATS and OTS shall remain valid for the entire contract period of 5 years and an additional 2 years (in case the contract is extended at the discretion of the Bank.)

1. The rates quoted in Commercial offer should be inclusive of all taxes and duties as per terms and conditions of GeM. 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. Bidder shall provide the breakup of the cost in the uploaded commercial file.
2. Commercial Bid Evaluation shall be on GRAND TOTAL COST and Reserve Auction will be conducted on GRAND TOTAL COST of above table.
3. Any column left blank by the bidder shall have default value of Rs. 0 (zero) and Bidder shall have to supply the same at the default value.

4. Price of the devices quoted should be inclusive of 3-year warranty with all licenses/subscriptions and OEM's premium support.
5. \* means Bidder to mention details and price breakup of items, if any with the Commercial quote.
6. ATS and AMC will be applicable after expiry of warranty period of three years.
7. ATS, AMC and OTS should be quote in the specified range only.
8. Delivery and installation location of thin clients and end user licenses will be communicated through supplementary PO.
9. The cost for Optional Items as per **Table G** shall be subject to negotiation with the Bank. Bank is not bound to place any minimum order for the items as per Table G and the same shall not be included in calculating the TCO or considered in the total contract value being entered on GeM by the Bidder.
- 10. Note: The above mentioned Quantity of 500 licenses may vary as per Bank' requirement. In order to arrive at cost of Licenses, unit price of license quoted by the Bidder will be considered.**

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Annexure 17 - Compliance Statement cum Price confirmation letter – Reverse Auction**

(To be submitted on Bidder's letterhead)

(To be submitted by all the bidders participating in Reverse Auction)

To

The Assistant General Manager  
I. T. Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi

**DECLARATION**

1. We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab National Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by PNB on GEM Portal and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by GEM portal.
5. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. \_\_\_\_\_ who is the holder of POA and designated as \_\_\_\_\_ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## Annexure 18 – Technical Functional Specification Compliance Virtual Desktop Infrastructure (VDI) Solution.

(To be submitted on Bidder's and OEM/OSD letterhead)

The technical specifications specified in this document are minimum and the bidder can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations. Compliance to all the criteria is mandatory.

| SNO      | Minimum Technical and Functional Specification  | Compliance (Yes/No) |
|----------|---|---------------------|
| <b>A</b> | <b>Virtual Desktop - General Requirement</b>  |                     |
| 1        | The solution must support atleast 1000 concurrent users from day 1; however solution should be scalable across all the users of the Bank.   |                     |
| 2        | The solution should have built-in load balancing and high availability.   |                     |
| 3        | The proposed solution should be implemented identically for DC & DRC site, which may be used with the option of business continuity. Bank will use the DRC setup compulsorily during DR Drills. |                     |
| 4        | The solution should support a Traditional three tier architecture.  |                     |
| 5        | The solution should support all types of hypervisors (eg: VMWare, Nutanix AHV, Hyper-V, etc.) to avoid vendor lock-in.  |                     |
| 6        | The proposed VDI solution must be hardware agnostic and compatible with any type of virtual/ HCI enabled IT infrastructures.  |                     |
| 7        | The software must support concurrent, device based and Named User license.  |                     |
| 8        | The proposed solution should be able to record a user's session and replay it when required.  |                     |
| 9        | The solution shall have multi-tenant function to support creation of multiple organizations with their own authentication server, resources, applications, and administrative domains           |                     |
| 10       | The solution should support publishing internal web apps, cloud apps, SaaS apps, client-server application and other legacy apps  |                     |

|          |   |  |
|----------|---|--|
| 11       | The proposed solution should support multiple application access on dual display screen connected to single end point, user will use same Keyboard and Mouse to work on both applications side-by-side however no data can be copy/paste in either of the application.                              |  |
| 12       | The proposed solution should support dual monitors from a single end point - with a choice for launch of desired application on the designated monitor wherein the applications are on separate VLANs.  |  |
| 13       | The proposed solution must support industry standard load balancing solutions to enable scalability and should support high availability to maintain 99.99% uptime. This high availability feature should also be extended to and aware of the applications running inside of the virtual machines. |  |
| 14       | The proposed solution shall automatically support provision of desktops, snapshot-based virtual desktop deployment.   |  |
| 15       | The proposed VDI solution should not suffer from boot storm issue because of any design or configuration issue or lack of IT resources.   |  |
| 16       | The proposed VDI solution should have provision to integrate with Bank's SIEM, NTP server, Active Directory, MFA solution, EMS, APM, etc.   |  |
| <b>B</b> | <b>Virtual Desktop - Application Specifications.</b>  |  |
| 1        | The solution must support desktop virtualization with support for all types of OS like Windows, Linux, etc.   |  |
| 2        | The solution must support all the versions of OS and any subsequent OS versions released.   |  |
| 3        | The solution must support application virtualization for all types of OS and for all versions of OS.  |  |
| 4        | The solution must support multiple users sharing single Windows & Linux Server in case of Server OS based application virtualization  |  |
| 5        | The solution must support static mapping of user to a desktop class OS machine.   |  |
| 6        | The Solution must support pooled concept for desktop class OS VM wherein users are assigned dynamically the desktop class OS VM from free pool of VM  |  |

|          |  |  |
|----------|--|--|
| 7        | Support Desktop provisioning services by using a single image of the OS to thin-provision VDI desktops, saving on storage and management costs.  |  |
| 8        | Solution must support automation of virtual desktop provisioning by creating a policy to automatically deploy full or linked clones upon user logins or deploy in full                         |  |
| 9        | The solution should secure the data within data centre unless allowed by administrator based on policy.  |  |
| 10       | The solution should support all browser based and installer-based applications for use in the virtual application and virtual desktops.  |  |
| 11       | The solution must support specific application functions that require unique IP address for each user. The same must be supported in RDS (Remote Desktop Services) environment.                |  |
| 12       | The solution must support persistent and non-persistent virtual desktops.  |  |
| 13       | The solution must support time bound provisioning and de-provisioning of virtual desktops.   |  |
| 14       | The proposed solution must be able to support on-demand horizontal scaling of the infrastructure for Virtual Desktops and Application Hosting.   |  |
| 15       | The solution must support personal one-to-one assigned virtual desktops as well as floating virtual desktops.  |  |
| 16       | The solution must support Windows server based personal and floating virtual desktops.   |  |
| 17       | The proposed solution shall provide access to desktops and / or applications via one of the commonly used remote access protocols like SLIP/PPP/PPTP/HDX/ICA/PCOIP/BLAST Extreme/RemoteFX etc. |  |
| 18       | The software must have Built-in redundancy. Redundancy of server roles configurable within the central management console.   |  |
| 19       | Solution should have the capability of generating logs for the activities performed which can be utilized by the Bank in case of exceptions and errors.  |  |
| <b>C</b> | <b>Virtual Desktop - Peripheral Support</b>  |  |

|          |  |  |
|----------|--|--|
| 1        | The Solution should support all the peripheral like all types of printers, scanner, biometric device, webcam and any other USB or COM port devices used by Bank, without compatibility issues, bandwidth restraints or complex user setup.   |  |
| 2        | The solutions should support Windows, Mac, Linux, IOS, Android, Chromebooks, and any browser as endpoint.  |  |
| 3        | The proposed solution must support printing Redirection from direct attached printers, network printers, shared printers.  |  |
| 4        | The solution should support biometric based authentication devices within user session.  |  |
| 5        | The solution should allow limiting number of instances of an application running at the same time to comply with application licensing   |  |
| 6        | The Solution should allow users to plug and play a webcam or USB drives during an active application or desktop session with instant recognition and activation without the need to close the virtual published applications, virtual shared desktops, virtual dedicated desktops & virtual pooled desktops. |  |
| <b>D</b> | <b>Virtual Desktop - Security Settings</b>   |  |
| 1        | The solution must support non-AD environment using internal database for local group management.   |  |
| 2        | The solution must integrate with directory services like Microsoft AD, LDAP for user authentication and authorization  |  |
| 3        | The proposed solution shall integrate with Bank's Active Directory for all authentication requirements without making any changes to Active Directory or LDAP schema.  |  |
| 4        | The solution should have internal database and should be able to support the whole solution without need of Microsoft Active directory for all or subset of the users  |  |
| 5        | The solution should be able to support and manage the VM and RDS servers which are not part of the AD domain and shall support seamless authentication using the local database users  |  |
| 6        | The proposed solution shall integrate with ADFS or other 3rd party SSO solutions for identity federation   |  |

|                                |  |  |
|--------------------------------|--|--|
| 7                              | The solution must be able to allow or restrict access to applications or desktops based on all or set of combinations of following parameters:   |  |
|                                | a. User identity   |  |
|                                | b. User's role (group/OU)  |  |
|                                | c. Device IP address   |  |
|                                | d. User's Network IP address   |  |
|                                | e. Device MAC address  |  |
|                                | f. Browser used by user  |  |
|                                | g. OS of user device   |  |
|                                | h. Type of login: Browser, client software, mobile app   |  |
|                                | i. Status of Windows OS updates  |  |
|                                | j. Status of Anti-virus update   |  |
|                                | k. Geo-location  |  |
|                                | l. Domain membership of the user device  |  |
|                                | m. Wi-Fi networks with dynamic IP address  |  |
| n. Presence of custom software |  |  |
| 8                              | The solution should allow limiting the number of instances of an application running at the same time in order to comply with application licensing.                                       |  |
| 9                              | The solution should be able to allow or restrict copy-cut-paste of data between virtual application/ desktop and the endpoint used to access the environment for individual or group user. |  |
| 10                             | This solution should have the ability to restrict access to applications and desktops based on the network the user is connecting from   |  |
| 11                             | The solution should be able encrypt end to end traffic from end user to network to controller/broker.  |  |
| 12                             | The proposed solution shall have two factor authentication features based on policy, which can be applied based on LDAP Users or Group.  |  |
| 13                             | The solution should have capability to integrate with Bank MFA Solution.   |  |
| 14                             | The proposed solution shall provide the ability to push updates and patches out to any number of virtual desktops and applications without affecting user settings, data or preferences.   |  |
| 15                             | The solution should support password change and password reset function as self-service portal.  |  |

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| 16 | <p>The Solution should provide on demand and policy-based endpoint control features to restrict individual or group user from copying or downloading data from Organization's application to local PC. The feature must include:</p> <p>a) allow or restrict copy-cut-paste of data between virtual application/ desktop and the endpoint, including unidirectional.</p> <p>b) allow or restrict print screen for entire system.</p> <p>c) allow or restrict all screen recording software</p> <p>d) allow or restrict any software that can take snapshot of the user PC.</p>       |  |
| 17 | <p>The solution must support auditing of each process run by user and each file uploaded or downloaded by user.</p>  |  |
| 18 | <p>The solution must support file upload and download function without enabling drive mapping.</p>   |  |
| 19 | <p>The solution must provide ability to restrict file upload or download and based on file types.</p>  |  |
| 20 | <p>The solution must support assigning a fixed virtual desktop to an endpoint rather than user.</p>  |  |
| 21 | <p>The solution should be able to record a user's session and replay it when required.</p>   |  |
| 22 | <p>The solution should provide detailed logs and shall integrate with SIEM servers.</p>  |  |
| 23 | <p>The proposed solution must have capability of assignment of Static Virtual IP for every user in LAN based on the session this is to ensure that the user is uniquely identified.</p>  |  |
| 24 | <p><b>The proposed solution must have below Logging capabilities for audit and review purpose.</b></p> <p>1. User login and logout events</p> <p>2. App &amp; desktop access</p> <p>3. Session reconnects</p> <p>4. Applications accessed within each session and length of time for which app was used.</p> <p>5. Telemetry data from clients</p> <p>6. Password change events</p> <p>7. All user account management activity should be logged.</p> <p>8. Every access control related event should be logged. Changes to application configuration settings should be tracked.</p> |  |

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|          | 9. Logs of application access by all users must be maintained.   |  |
|          | 11. The security and other logs should be archived periodically.   |  |
|          | 12. Logs should be generated in standard formats so that the same can be analyzed using popular log analyzer tools.  |  |
|          | 13. The application should provide a log analysis console to view the logs and analyze them.   |  |
| 25       | The solution shall provide facility to keep the logs for more than a year.   |  |
| 26       | The proposed solution shall be able to provide access to different client based and web-based applications on two or more different LANs and VLANs without bridging any security gap as per Bank guidelines.                   |  |
| 27       | The software must be able to restrict and provide access to applications over LAN, WAN, MPLS, Internet, data-card and other networks.  |  |
| 28       | The proposed solution should support white listing the processes that can run inside a VDI session so that the state of the guest OS is maintained always.   |  |
| <b>E</b> | <b>User Experience</b>   |  |
| 1        | The solution should provide a single portal for users to access their cloud-based apps, internal web applications, internal client-server applications, virtualized windows and Linux based apps and virtual desktops.         |  |
| 2        | The solution should provide a single unified client for users to access their cloud-based apps, internal web applications, internal client-server applications, virtualized windows and Linux based apps and virtual desktops. |  |
| 3        | The integrated workspace portal should customize itself based on capability of the endpoint to minimize the security risks and support calls   |  |
| 4        | The solution should support client as well as clientless mode to access for end users.   |  |
| 5        | The users' documents and data content should be available at all times, and it should be stored centrally on a NAS storage or users own workstation\desktop.   |  |
| 6        | The solution must support easy file upload and download functionality from virtual desktop if enabled.   |  |

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| 7        | The solution should keep the user session open after the user closes the app, to provide a quick app reconnect or enable the user to open a new app without repeating the logon process. Admin-configurable time-based policy automatically releases a license consumed to improve license management. |  |
| 8        | The solution should have the ability to offload rendering of video and flash content to endpoint when the endpoint is capable  |  |
| 9        | The solution should provide seamless experience in low network bandwidth (100-150 Kbps per desktop or application session)   |  |
| 10       | The solution should have the capability to auto reconnect network terminated session in case network connection resumes.   |  |
| 11       | The solution should support HTML5 based clientless access with printing and peripheral USB devices redirection to support e-Tokens, native printing (not via PDF)  |  |
| 12       | The solutions should provide access from touch-based endpoints. It should allow touch-based inputs to virtual apps or virtual shared desktops or virtual desktops.   |  |
| 13       | The solution should be able to provide a launch and access to a virtual application in less than 5 seconds on LAN environment.   |  |
| 14       | The proposed solution shall have option to provide a gateway server and it should have an inbuilt SSL VPN capability. Using the gateway users should be able to access virtual desktop from internet or home without third party VPN gateways. The gateway should become a single point of Access.     |  |
| 15       | The software must be able to Publish Applications to Active Directory Groups, OUs and Users. Applications can be secured against a specific user account, group or organizational unit so only authorized users can see applications.  |  |
| 16       | The software must support built-in connection settings to manage end user experience applicable based on users, groups, OU, server, endpoint location.   |  |
| <b>F</b> | <b>Management</b>  |  |

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|----|--|--|
| 1  | Desktop Virtualization management console shall provide a web-based view of all virtual machines, allow monitoring of system availability and performance with capability of extracting the same as report. The proposed solution must have single Console to Manage and Monitor VDI, Session Based Server and Thin Client.  |  |
| 2  | The proposed solutions shall provide Desktop virtualization management console for managing the following: Provisioning desktop pools and individual desktops, editing existing Virtual Desktops and pools, Desktop Image creation, maintenance, and deployment, manage connections to physical client & server, terminal server session, set user entitlements of desktops and assignment of applications, online virtual desktop management. |  |
| 3  | The consoles should support granular level of control and provide role-based access  |  |
| 4  | The solution should provide historical reports related to resource utilization of the environment and keep historical data related to same for at least 6 months.  |  |
| 5  | The proposed solution shall provide centralized management capabilities of build, Update, destroy of VM of virtual published applications, virtual shared desktops, virtual dedicated desktops & virtual pooled desktops.  |  |
| 6  | The solution should be able to provide metrics around network latency experienced by the users.  |  |
| 7  | Desktop Virtualization management console shall provide capability to monitor and analyze virtual machines, and server utilization and availability with detailed performance graphs.  |  |
| 8  | The solution should have the ability to scan the endpoint for defined parameters and allow access only when all the criteria are met.  |  |
| 9  | The solution should have single console to manage endpoints, applications and server-side resources and policies   |  |
| 10 | The solution should provide built in tool to take a shadow of the user's session without incurring any additional load on the Network link.  |  |
| 11 | The solution should have the ability to search for session-based metrics using the user's username   |  |

|  |   |  |
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| 12   | The solution should be able to provide detailed metrics around the individual processes running in a user's session   |  |
| 13   | The solution should have ability to generate alerts when resource thresholds are crossed: like CPU, Memory, Disk usage and license utilization.   |  |
| 15   | The solution should provide ability to customize the dashboard and generate custom graphs.  |  |
| 16   | The solution must support automation of user provisioning by importing user accounts and automatically creating the user accounts on appropriate RDS servers and personal virtual desktops. |  |
| 17   | The solution must support multi-department scenario, having their own virtual desktop resources and ability to manage them as separate team or farms.                                       |  |
| 18   | The solution must support load balancing within the team of virtual desktop resources   |  |
| 19   | The solution must be able to generate email notifications for the users whose access is going to expire.  |  |
| 20   | The solution must support providing maintenance and downtime related announcement to users  |  |
| 21   | The solution must support delegated administration assigning admins different role in the system.   |  |
| 22   | The solution must support creating read-only users to configuration management.   |  |
| 23   | <b>The solution should have support to collect, display and create reports based on following parameters:</b>   |  |
|  | 1. Login time events and performance  |  |
|  | 2. App launch time and performance  |  |
|  | 3. Bandwidth consumption  |  |
|  | 4. Network Latency  |  |
|  | 5. Session up time  |  |
|  | 6. Session history  |  |
|  | 7. Logon events   |  |
|  | 8. Time taken for session to launch including timing for AD authentication, GPO execution, shell launch, etc.   |  |
| 9. CPU and memory consumption for each user, each session, and each process within each session. |   |  |

|          |   |  |
|----------|---|--|
|          | 10. Show live user status/ disconnected user/ timeout user status.  |  |
|          | 11. Total CPU, memory, bandwidth and IOPS per server/VM   |  |
| 24       | The proposed VDI solution should be able to maintain Master Image/Golden Copy so that VMS can be restored quickly in case of any issues and also can integrate with existing PNB backup solution at both DC-DR sites. |  |
| <b>G</b> | <b>Endpoints Management</b>   |  |
| 1        | The solutions should support Windows, Mac, Linux, IOS, Android, Chromebooks, and any browser as endpoint.   |  |
| 2        | The solutions should have clients available for Windows, Mac, Linux, IOS and Android  |  |
| 3        | The solution should provide support for converting any PC to compatible thin client.  |  |
| 4        | The solution should provide the visibility into each endpoint including asset info and current status of the device.  |  |
| 5        | The solution should provide controlling settings of endpoint from centralized management console.   |  |
| 6        | The solution should support endpoint configuration in Kiosk mode  |  |
| 7        | The solution should provide option to hide, and password protect end point device settings so that user cannot change the settings of endpoint.   |  |
| 8        | The solution must support categorizing endpoint into groups and configuring common settings on the group of endpoints   |  |
| 9        | The solution shall provide option to update the client-software from central console  |  |
| <b>H</b> | <b>Thin Client</b>  |  |
| 1        | The proposed Thin Client should have hardened enough to restrict any USB storage or serial connect or peripherals as per Bank policy.   |  |
| 2        | The proposed Thin Client should be running embedded Windows IOT Embedded OS   |  |
| 3        | The proposed Thin Client should have the provision to restrict downloading or copying any type of data on local disk.   |  |

|   |   |  |
|---|---|--|
| 4 | The Proposed Thin Client must support reinstalling the firmware using a network server as well as from a USB drive.   |  |
| 5 | <p><b>Thin Client Hardware Specification:</b></p> <p>Processor - Intel/AMD Quad Core 1.5 GHz or higher<br/> Memory Min - 4GB DDR4 RAM or higher<br/> VRAM - Integrated graphics with 32 MB shared RAM<br/> Flash ROM - 32 GB ROM and Higher<br/> NIC - 10/100 / 1000 Mbps Ethernet.<br/> Graphics – Full HD Graphics or Higher<br/> Keyboard - USB Keyboard<br/> Mouse - USB Scroll Mouse<br/> OS – Embedded OS ( Windows 11 or higher /RHEL 7.X or higher/CentOS, Ubuntu, IOS as per Bank’s requirement)</p> |  |

**Annexure 19 - Manufacturer's (OEM) Authorization Form (MAF)**

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi

Dear Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We hereby submit the following: -

We, M/s \_\_\_\_\_ who are the established and reputable manufacturers of the following equipment/components/devices/solution/services (as per table A below) having factories at \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (who is the vendor submitting it's bid pursuant to the Request for Proposal issued by Punjab National Bank) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

**Table-A**

| SL No. | Solution/<br>Component/<br>Software/services<br>Name | Model No./<br>Version No. and<br>Release Date | Software/ component/ services/<br>licenses conforms to all the<br>technical specifications and<br>requirements mentioned in this<br>RFP (Yes/No) |
|--------|--|---|--|
|        |  |   |  |
|        |  |   |  |

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the equipment/component/solution/device and services offered against this invitation by the above mentioned Bidder. In case of default/non-compliance of the IT asset supplied including hardware / software as per the RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

In case the bidder i.e. M/s \_\_\_\_\_ is not able to perform the 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.

With reference to all the 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/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second-hand components, parts, assembly are being supplied.

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

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

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Annexure 20 - Undertaking for Being the OEM of the Offered Product**

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

To  
 The Assistant General Manager  
 I. T. Procurement Department  
 Punjab National Bank  
 I.T. Division, Head Office, New Delhi

Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We hereby submit the following: -

We, M/s \_\_\_\_\_ are the OEM of the devices/components/solution/services (as per Table A) having factories at \_\_\_\_\_ do hereby offer our quotation against the above bid invitation with our products.

| SL No. | Solution/ Component/ Software/Services Name | Model No. and Release Date | Software/ component/ services/ licenses conforms to all the technical specifications and requirements mentioned in this RFP (Yes/No) |
|--------|---|----------------------------|--|
|        |   |                            |  |
|        |   |                            |  |

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the equipment/component/solution/device and services offered against this invitation. In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

With reference to all the 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/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second-hand components, parts, assembly are being supplied.

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

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

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Annexure 21 (A) - Certificate Regarding Land Border Clause by OEM for RFP for supply, implementation and maintenance of Virtual Desktop Infrastructure (VDI) solution**

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

We M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ OEM of \_\_\_\_\_(item), having model No/version no.: \_\_\_\_\_, offered in this RFP, through our authorized Service provider, M/s \_\_\_\_\_, hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(Strike off whichever is not applicable):

We certify that we are not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

**OR**

We are from such a country and are registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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:**



**Annexure 21 (B) - Certificate Regarding Land Border Clause by Bidder for RFP for supply, implementation and maintenance of Virtual Desktop Infrastructure (VDI) solution**

(To be provided on the Letter head of the Bidder duly signed & stamped by their Authorized Signatory.)

We M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ have directly participated in the captioned RFP hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(Strike off whichever is not applicable):

We certify that we are not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

**OR**

We are from such a country and are registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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:**

**Annexure 22 - Undertaking of Information Security**

(To be provided on letter head of Bidder)

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi

Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We hereby undertake that the proposed hardware / 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:**

**Seal of Company:**

**Annexure 23- Undertaking/Declaration for Support Centre**

**(To be submitted on Bidder's letterhead)**

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office New Delhi

Sir,

**REG.: RFP FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION.**

(Strike off whichever is not applicable):

We M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 AND/OR 2013 OR Partnership Bidder registered under LLP Act, 2008 do hereby confirm that we have support centre(s) in India at the following location:

| SI No. | Complete Address of the Support Centre | No. of Technical Staff | No of support staff | Name of the contact person of the support center | Contact Number | E-Mail ID |
|--------|--|------------------------|---------------------|--|----------------|-----------|
|        |  |                        |                     |  |                |           |
|        |  |                        |                     |  |                |           |

(Add as many rows as required)

Thanking You,  
Yours faithfully,

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 24 – Authorization Letter for Authorized Signatory**

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

To  
The Assistant General Manager

I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi  
Sir,

**REG.: RFP FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL  
DESKTOP INFRASTRUCTURE (VDI) SOLUTION.**

I, \_\_\_\_\_(Name of the Director/Company Secretary/Equivalent Authorized Board member), \_\_\_\_\_(Designation) hereby undertake that \_\_\_\_\_(name of the official), \_\_\_\_\_(Designation), is authorized to issue all the required documents under his/her signature as mentioned in this RFP for participation in the captioned RFP process through our authorized partner/service provider M/s \_\_\_\_\_

The signature of \_\_\_\_\_(name of the authorized signatory) is attested herewith

**Signature of Bid Signing Authority**

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

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

**Yours faithfully**

**Signature of Director/Company Secretary/Equivalent Authorized Board Member**

**Name of the Signatory:**

**Designation:**

**Seal of Company:**

**Annexure 25 – Undertaking that Bidder or its Subsidiaries are not engaged with PNB for any Consultancy Services**

(To be submitted on Bidder's letterhead)

To  
The Assistant General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office New Delhi

Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

We M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 OR Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008 with its \_\_\_\_\_ headquarters \_\_\_\_\_ at,

\_\_\_\_\_ do hereby confirm that we our any of our subsidiary have not been engaged with Punjab National Bank for any consultancy services.

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:**

**Contact No:**

**Seal of Company:**

**Checklist**

(To be submitted on Bidder's letterhead)

**REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SOLUTION**

| <b>S No.</b> | <b>Document</b>  | <b>Document to be submitted from</b>   | <b>Compliance (Yes/No)</b> | <b>Page No.</b> |
|--------------|--|--|----------------------------|-----------------|
| 1.           | Proof of EMD   | <b>Proof of EMD submission/ Bank Guarantee in Original</b>   |                            |                 |
| 2.           | Certificate of Local Content – Class I/Class II Local Supplier or Nonlocal supplier <b>as per RFP clause no.: 1.13.1 of this document</b>  | <b>Bidder/CA Certificate</b>   |                            |                 |
|              |  | <b>OEM(s)</b>  |                            |                 |
| 3.           | Certified copy of the latest Board Resolution in favor of Authorized Person(s)   | <b>Bidder</b>  |                            |                 |
|              |  | <b>OEM(s) if applicable</b>  |                            |                 |
|              | Signature of authorized person duly authorized by the Company Secretary/ Director along with validity of the authorization <b>as per Annexure - 24</b>                                     | <b>OEM(s)</b>  |                            |                 |
|              |  | Power of Attorney (preferably in Original), if applicable.   | <b>Bidder</b>              |                 |
|              |  | <b>OEM(s)</b>  |                            |                 |
| 4.           | Copy of Certificate of incorporation   | <b>Bidder</b>  |                            |                 |
| 5.           | Performance Certificate as per <b>Annexure-5(A) or as mentioned in eligibility criteria.</b>   | <b>Bidder</b>  |                            |                 |
|              | Performance Certificate as per <b>Annexure-5(B) or as mentioned in eligibility criteria.</b>   | <b>OEM(s)</b>  |                            |                 |
| 6.           | Turnover Certificate for three (3) consecutive financial years i.e., FY2020-21, 2021-22 and FY 2022-23 as per Annexure 8 (A) along with audited Balance sheet and Profit & Loss statement. | <b>CA Certificate for Bidder along with audited balance sheet and Profit &amp; Loss Statement.</b> |                            |                 |

|     |   |  |  |  |
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| 7.  | Turnover Certificate for three (3) consecutive financial years i.e., FYFY2020-21, FY2021-22 and FY 2022-23 as per Annexure 8 (B) along with audited Balance sheet and Profit & Loss statement.  | <b>CA Certificate for OEM(s) along with audited balance sheet and Profit &amp; Loss Statement.</b> |  |  |
| 9.  | Undertaking to be submitted stating that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. | <b>Bidder</b>  |  |  |
| 10. | <b>Annexure-1</b> Undertaking from The Bidder   | <b>Bidder</b>  |  |  |
| 11. | <b>Annexure-2</b> Eligibility Criteria  | <b>Bidder</b>  |  |  |
| 12. | <b>Annexure-3</b> Bidder's Information  | <b>Bidder</b>  |  |  |
| 13. | <b>Annexure-4</b> Compliance Statement  | <b>Bidder</b>  |  |  |
| 14. | <b>Annexure-5 (A)</b> Performance Certificate for Bidder  | <b>Bidder</b>  |  |  |
| 15. | <b>Annexure - 5 (B)</b> Performance Certificate for OEM   | <b>OEM (s)</b>   |  |  |
| 16. | <b>Annexure-6</b> Litigation Certificate  | <b>CA Certificate</b>  |  |  |
| 17. | <b>Annexure-7</b> Undertaking for Non-Blacklisted   | <b>Bidder</b>  |  |  |
| 18. | <b>Annexure - 8 (A)</b> Turnover Certificate for Bidder   | <b>Bidder</b>  |  |  |
| 19. | <b>Annexure - 8 (B)</b> Turnover Certificate for OEM/OSD  | <b>OEM (s)</b>   |  |  |
| 20. | <b>Annexure-9</b> Integrity Pact  | <b>Bidder in Original</b>  |  |  |
| 21. | <b>Annexure 10 – Bank Guarantee</b>   | <b>Bidder</b>  |  |  |
| 22. | Undertaking for submitting NDA as per <b>Annexure-11</b> Non-Disclosure Agreement   | <b>Bidder</b>  |  |  |
| 23. | <b>Annexure-12 (A)</b> Escalation Matrix of Bidder  | <b>Bidder</b>  |  |  |
| 24. | <b>Annexure-12 (B)</b> Escalation Matrix of OEM   | <b>OEM (s)</b>   |  |  |

|     |  |               |  |  |
|-----|--|---------------|--|--|
| 25. | <b>Annexure-13</b> Undertaking for Labor Law Compliance  | <b>Bidder</b> |  |  |
| 26. | <b>Annexure-14</b> Self declaration for compliance to RBI master direction on outsourcing of IT services   | <b>Bidder</b> |  |  |
| 27. | <b>Annexure-15</b> Complete Unpriced Bill of Material  | <b>Bidder</b> |  |  |
| 28. | <b>Annexure-17</b> Compliance Statement cum Price confirmation letter – Reverse Auction  | <b>Bidder</b> |  |  |
| 29. | <b>Annexure-18</b> Compliance to Technical and Functional Requirements   | <b>Bidder</b> |  |  |
|     |  | <b>OEM(s)</b> |  |  |
| 30. | <b>Annexure-19</b> Manufacturer's (OEM) Authorization Form (MAF)<br><b>OR</b><br><b>Annexure-20</b> Undertaking for being the OEM of the Offered Product                     | <b>OEM(s)</b> |  |  |
| 31. | <b>Annexure-21(A)</b> Certificate Regarding Land Border Clause by OEM for RFP for supply, implementation and maintenance of Virtual Desktop Infrastructure (VDI) solution    | <b>OEM(s)</b> |  |  |
| 32. | <b>Annexure-21(B)</b> Certificate Regarding Land Border Clause by Bidder for RFP for supply, implementation and maintenance of Virtual Desktop Infrastructure (VDI) solution | <b>Bidder</b> |  |  |
| 33. | <b>Annexure 22</b> - Undertaking of Information Security from the Bidder   | <b>Bidder</b> |  |  |
| 34. | <b>Annexure 23-</b> Undertaking/Declaration for Support Centre   | <b>Bidder</b> |  |  |
| 35. | <b>Annexure 24</b> - Authorization Letter for Authorized Signatory   | <b>OEM(s)</b> |  |  |
| 36. | <b>Annexure 25</b> – Undertaking that Bidder or its Subsidiaries are not engaged with PNB for any Consultancy Services   | <b>Bidder</b> |  |  |
| 37. | Signed RFP document along with Corrigendum issued, if any.   | <b>Bidder</b> |  |  |

**Note: Each page of the above documents should be serially numbered and signed by the authorized signatory of the Bidder. Submission of all the above documents are mandatory and failure to submit the same may result in disqualification of the bid.**

**All the Documents submitted by the Bidder should be strictly as per the format specified (wherever specified) by the Bank, failure to do the same may result in disqualification of the bid**