

ADDITIONAL TERMS AND CONDITIONS:

1. Buyer Added Bid Specific ATC: As enclosed Buyer Added ATC document



Request for Proposal (RFP) for Procurement of Colocation Service for DRS Expansion.

PUNJAB NATIONAL BANK

Date:26/11/2024

Centralised Procurement & Partnership 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 of 125 Rack space with a future provisioning of another 50 racks for initial period of 3 years with extending the same for 2 years at Co-Location site near Mumbai/Navi Mumbai for DRS Expansion. This RFP may be downloaded by the bidders free of cost from the GEM Portal (www.gem.gov.in). All the documents and process related information's are also published on the Bank's 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.	AES	Advanced Encryption Standard
3.	ATS	Annual Technical Support
4.	API	Application Programming Interface
5.	AV	Anti-Virus
6.	ACL	Access Control List
7.	Audit	Audit refer to any Audit/ Observation/ Examination/ Report/ Inquiry, etc. by any authority.
8.	BFSI	Banking, Financial Services, and Insurance
9.	BG	Bank Guarantee
10.	BOM	Bill of Material
11.	BCP	Business Continuity Planning
12.	CBS	Core Banking Solutions
13.	CLI	Command Line
14.	CUG	Closed User Group
15.	DD	Demand Draft
16.	DI	Delivery Instructions
17.	DIT	Department of Information Technology
18.	DC	Data Center
19.	DR Site	Disaster Recovery Site
20.	EMD	Earnest Money Deposit
21.	EOL	EOL
22.	End of Life	End of Life
23.	EBP	External Business Partners
24.	GST	Goods and Service Tax
25.	GRE	Generic Routing Encapsulation
26.	GUI	Graphical User Interface
27.	HO	Head Office
28.	HHMD	Handheld Metal Detector
29.	HTTPS	Hyper Text Transfer Protocol Secure

30.	HCI	Hyper converged infrastructure
31.	IDRBT	The Institute for Development & Research in Banking Technology
32.	ISO	International Organization for Standards
33.	LD	Liquidated Damage
34.	LAN	Local Area Network
35.	LDAP	Lightweight Directory Access Protocol
36.	LLDP-MED	Link layer discovery Protocol Media endpoint discovery
37.	LOI	Letter of Intent
38.	MSE	Micro and Small Enterprises
39.	MSME	Micro Small Medium Enterprises
40.	MOP	Method of Procedure
41.	NEFT	National Electronic Funds Transfer
42.	NI Act	Negotiable Instruments Act
43.	NDA	Non-Disclosure Agreement
44.	NDR	Near Data Center
45.	NMS	Network Management System
46.	NOC	Network Operation Center
47.	OEM	Original Equipment Manufacturer
48.	PSB	Public Sector Bank
49.	P&L	Profit and Loss
50.	P2P	Peer to Peer
51.	PBG	Performance Bank Guarantee
52.	PO	Purchase Order
53.	PSB	Public Sector Bank
54.	PSU	Public Sector Undertaking
55.	POST	Power ON Self-Test
56.	QoS	Quality of Service
57.	QSFP	Quad Small Form Factor Pluggable
58.	RTGS	Real Time Gross Settlement
59.	RCA	Root Cause Analysis
60.	RFP	Request For Proposal
61.	RRB	Regional Rural Bank
62.	SOC	Security Operation Center
63.	SLA	Service Level Agreement
64.	SNMP	Simple Network Management Protocol
65.	SRTP	Secure Real Time Transport Protocol
66.	SSH	Secure Shell
67.	SSL	Secure Sockets Layer
68.	STP	Spanning Tree Protocol
69.	SWIFT	Society for Worldwide InterBank Financial Telecommunications
70.	TCO	Total Cost of Ownership

71.	TCP	Transmission Control Protocol
72.	TLS	Transport Layer Security
73.	ToS	Type of Service
74.	TOR	Top of Rack
75.	UAT	User Acceptance Testing
76.	WAN	Wide Area Network

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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, Bidders may visit to Bank's website 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. cppd.processing@pnb.co.in
2. buycon404@gembuyer.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
Centralised Procurement & Partnership Division,
Punjab National Bank,
Head Office, 5 Sansad Marg,
New Delhi 110 001

The communication sent should contain 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. In case signature of authorised signatory of the bid is not authorised by Company Secretary/ Director in the Board Resolution, Bidder must provide Authorisation letter as per **Annexure-23** along with Board Resolution.

Further, In Case, the authorized person in Board Resolution delegates authority to another person of the company to sign the Bid documents, Power of Attorney 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 along with certified copy of the latest Board Resolution .

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

1.5 Performance Bank Guarantee

The successful bidder shall submit a performance Bank guarantee of **05%** of the total contract value. The PBG should be deposited within one month of acceptance of purchase order and should have validity of at least 42 months with an additional claim period of 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 6 months additional 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. 1,10,00,000/- (Rupees One Crore Ten Lacs only) (EMD) (Registered MSE and Startup-India bidder is exempted from payment of Earnest Money Deposit as per GoI 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 additional 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 may 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 reasons 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. The Bank reserves the right to accept or reject any technology proposed by any bidder.

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 its 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 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 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. Any amount, if asked for to be quoted in 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. Bidder to 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 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.

1.13.4 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 Bidder.

1.13.5 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.

1.13.6 Indemnification Process:

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

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

In the event of Bidder/ Vendor 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.

1.13.7 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.

1.13.8 Incidental Services

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

1. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
2. furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
3. 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.
4. Signing of pre-contract integrity pact
5. Information Security
6. No right to set off
7. Compliance with Laws
8. Publicity
9. Use of contract documents and information
10. Assignment
11. Contract between Bank and shortlisted Bidder/TSP (technical Service Provider)
12. Principal to principal relationship

1.13.9 Patent Rights

The bidder 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.

1.13.10 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.

1.13.11 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.

1.13.12 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 RFP/Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a notice of 30 days 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.
14. The quality of Services given by the Bidder/ vendor & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving thirty (30) days' notice to the Bidder/ vendor, including fifteen (15) days curing period. The decision of the Bank regarding quality of services shall be final and binding on the Bidder/ vendor.

1.13.13 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.

1.13.14 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.

1.13.15 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.

1.13.16 Conflict of Interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices which is detrimental to 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.

1.13.17 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.

1.13.18 Entire Agreement

This RFP 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.

1.13.19 Assignment

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

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 Bidder(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 speed post 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 and/or any statutory 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/observation 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/Bidder 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 Bidder 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 Bidder 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 of its occurrence) 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.

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 Bidder and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.

1.13.36 Source Code/Escrow Arrangement

Source code of the proposed solution, if any, to be submitted to the Bank. In case Source code cannot be submitted, bidder shall arrange for escrow mechanism for the source code of the proposed Software Solution for rendering the services including customizations done, in order to protect the Bank's interest in an unexpected eventuality. The software should be periodically tested and latest version including customizations done is to be kept under Escrow. Cost of the escrow arrangement to be borne by Bidder. Contract will be signed on mutually acceptable terms with Bank and escrow agent. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.

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 are required to submit the pre-bid queries, through GeM portal. In case any bidder 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@gembuyer.in, cppd.processing@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 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
Centralised Procurement & Partnership Division
Punjab National Bank, Head Office.
5, Sansad Marg, New Delhi 110 001

2.4 Preliminary Examination

Bank 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 Discrepancies between original and scanned copies of bid

Discrepancies can also be observed in responsive bids between the original copy and uploaded scanned copies. In such a case, the text, and so on, of the scanned copy will prevail.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 Taxes and Duties

The rates quoted in Performa for indicative commercial bid-Annexure 15 should be inclusive of all taxes including GST. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

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

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

2.11 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/Statutory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory/statutory 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.

2.12 Signing of Pre-Contract Integrity Pact

The Bidder shall also submit **Pre-Contract Integrity Pact** along with technical Bid as prescribed in **Appendix-8** duly signed by the Bidder on each page and witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped of appropriate value. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

2.13 Cartelization Among Bidders

In terms of Banks extant guidelines following shall prevail:

	Bids allowed by		Bids not Allowed by
a	Principal / OEM / Solution Provider on a standalone basis.	a	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.
b	Indian Authorised Representative (IAR)/ Agent / System Integrator (SI) on behalf of the Principal / Original Equipment Manufacturer (OEM) / Solution Provider	b	IAR / Agent / SI and the Principal /OEM/ Solution Provider cannot bid simultaneously for the same product in the same tender.
c	-----	c	If an 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.

2.14 No Right to Set Off

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

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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 Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination etc.) of any nature to the employees/personnel/representatives/agent etc. of the bidder.
5. The Bidder shall disclose to 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 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.

2.20 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.

2.21 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/Bidders & 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.

2.22 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. The Bank also reserves the right to increase 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.

2.23 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.

2.24 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.

2.25 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

3.1 Broad Scope of Work

3.1.1 Objective

The Bank invites proposal from co-hosting Service Providers for primarily undertaking inter-alia the following activities for the Bank in respect of co-location for extension of Bank's existing Disaster Recovery Centre located at Belapur, Navi-Mumbai.

This bid is an invitation for bidder's responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the bid process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the bid document. Failure to furnish any information required by the bid document or to submit a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this bid.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

3.1.2 Data Centre co-location requirements

The proposed Centre should meet minimum Tier-III/Rated-3 Data Centre specifications. The bidder shall provide sufficient electrical connections, network communication facilities, Surveillance, access control system, fire suppression system, physical security, Air conditioning, backup power through UPS & Generator, etc. as applicable for Data Centre and as required for the proposed equipment on 24x7x365 basis in order to maintain uptime of all such facilities as per RFP/SLA. Vendor has to ensure no infiltration in Bank setup including its systems, network etc.

3.1.3 General Requirement

1. Bank wants to select a Service Provider to provide minimum Tier-III/Rated-3 Data Centre infrastructure to host the Bank's Disaster recovery Centre IT infrastructure for an initial period of 3 years. Bank may further extend the services for period of 2 years at the same terms and conditions including quoted price. The proposed Data Centre site should comply with the technical requirements specified in **Annexure-17** of this RFP.
2. Bank will hire 125 rack space with minimum 30 sq ft. rack space for each rack and 25 seating space with minimum 30 sq ft. for each seating space. Bank may require additional 50 rack space in same dedicated area for all servers for future requirement during the contract period.

3. Racks other than for engineered systems are to be provided by Bidder preferably of 42U 800*1200. IPDU is also to be provided by the Bidder with minimum 24 C13/C19 combi sockets. Additional power sockets if required also to be provided by Bidder. Space between two rows and between cage and rows should be minimum 1200mm.
4. Out of 125 Racks, approximately 25 racks will be of high-density racks for which power requirement may go up to 12-15 KVA per rack. Bidder has to provide the cooling, power, tiles strength, etc. accordingly for high density rack. Power requirement will be 6-8 KVA per rack for other remaining racks. However, total power requirement for 125 Racks will be approximately 800 KVA. In case of more power requirement during the contract period, Bidder need to provide the same
5. There will be some racks of proprietary systems OEM like IBM, HP, Oracle etc. Dimension of these racks are larger than usual 42U Racks. Bidder need to provision the rack space keeping view of the same. The details of OEM Racks will be shared with successful Bidder as and when requirement arises during the contract period.
6. Proposed DC colocation should be within 50 Kms of Bank's Existing Disaster Recovery site located at Belapur, Navi Mumbai.
7. The power should be available from two different power sources to all racks. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.
8. Entry and exit at the Data Centre premise (Building), Server room / Hall area, server cage area, and network communication room should be restricted and monitored. Security for the building should be made available 24x7x365 at the entry / exit levels and having adequate access control mechanism in place.
9. Bidder to provide Server area, Seating space and Storage area in same floor with exclusive access to Bank team for allocated space.
10. If Server area, storage and seating area are provided on the same floor, a separate and dedicated manned security personal with HHMD should be made available on 24x7 basis by the bidder at the floor entrance of the Banks Cage/ server hall. The access procedure will be defined by Bank.
11. The doors for the server room, communications room, and other critical areas should be fire rated for minimum 2 hours.
12. The entire facility should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
13. Minimum 99.982% Uptime on monthly basis is required for the DC Environmental Infrastructure and services.
14. The Proposed colocation facility building should be designed and constructed to withstand Earthquakes in accordance with designated seismic zone and should be away from hazardous chemical materials.
15. The proposed colocation Centre should be fully redundant in terms of electrical circuits, cooling and network.

16. The proposed colocation Centre should not be in flood prone area.
17. Backup generators should be capable of providing uninterrupted power for minimum 48 hours at any point of time.
18. Proposed DC Colocation site should have ISO27001, ISO22301 and ISO14001 certification. The certificate issuer should be accredited by National Accreditation Board for Certification Bodies (NABCB)
19. Bidder to provide space for installation of minimum 10 numbers of 85-inch monitor.
20. Bidder shall provide reports according to the frequency defined in RFP and upon request whenever required by the Bank.

3.1.4 Server Room Area

1. The proposed co-location Data Centre for hosting Bank's Data Centre should meet specifications of minimum Tier-III (Uptime Institute) /Rated-3 (TIA942) standards.
2. The bidder shall provide a dedicated server cage area with opaque caging using metallic sheet for the Bank in the server room/hall area. The cage area should secure the allocated space to the Bank. Access to server area should be with biometric & face recognition and all access logs should be made available to the Bank officials. Logs should be provided in readable format to the Bank on weekly basis.
3. The server room area entrance should be accessible using biometric authentication. Server room exit can be through access card or any other electronic system.
4. The Server room should have precision air conditioning with redundancy. Cold aisle containment to be installed in the caged area for all the Rack rows.
5. Sufficient cooling failover should be built in the server halls.
6. Cold air should be pumped under the floor and enters through vents to ensure that the temperature is maintained as per RFP. Bidder need to monitor the temperature on real time basis and have to submit the report to Bank on weekly basis.
7. Power efficiency and cooling should be maintained in medium and high-density racks area.
8. The Bank will pay only for consumed power. The Bank requires a dedicated power meter that can measure the exact power consumed by the Bank's equipment in the Bank's server caged area. This consumed power will be payable by the Bank on monthly basis as provided in the commercials throughout the tenure of the contract. Power meter is to be provided by bidder Rack wise /PDU wise also.
9. The bidder shall provide adequate power points/ power connectors / sockets in the Server cage area allocated to the Bank. The bidder shall factor such cost of provisioning the power sockets as a part of site readiness, no separate commercials will be paid by Bank.
10. Single phase and three phase power from two different sources should be made available in the server area. Distribution of the power sockets with their

- types will be made available to the successful bidder; the Bank will provide requirement as and when new server/rack/device installation is planned. Bank will inform no. of racks where three phase power is required to successful bidder.
11. The Bidder must make provision to measure power consumption by the Bank monthly or at any point of time as and when required.
 12. The Bidder will be responsible for extension of links from telecommunication room to server cage area irrespective of whether the communication links are taken from the Bidder or not on the discovered cost during the contract period. The Bidder shall extend such links from their network communication room to the server cage area provided to the Bank as per agreed rate.
 13. The Bidder shall provide LAN cabling with patch panel / LIU from the Network rack to the Server Racks as per the network design finalized with the Bank's network team. LAN cabling should support 10G speed from the first day. Bidder has to use LAN cable, patch card and patch panel of reputed brand acceptable to Bank. At a later date in case of addition of racks, Bidder needs to provide the required LAN cabling at the discovered rate. In case bidder is not able to provide the LAN cabling for additional racks hired in future, Bank will make the arrangement for LAN cabling and bidder need to extend all the support to LAN Service Provider hired by Bank for laying the cable without any cost to Bank.
 14. Bidder to undertake Fibre/SAN cabling between Servers, Network devices, Storage at the agreed commercials. At a later date in case of addition of racks, Bidder needs to provide the required Fibre/SAN cabling at the discovered rate. In case bidder is not able to provide the Fibre/SAN cabling for additional racks hired in future, Bank will make the arrangement for Fibre/SAN cabling and bidder need to extend all the support to Fibre/SAN Service Provider hired by Bank for laying the cable without any cost to Bank.
 15. The Bidder will be responsible for LAN cabling between server room and seating area at the Co-located site.
 16. Bidder in their technical bid shall provide the proposed Server caged area layout clearly showing the placement of the racks in the server caged area along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent, temperature sensors, humidity sensors etc.
 17. If required by Bank to monitor the server racks from remote location, camera feeds should be provided to Bank for monitoring its infrastructure remotely.
 18. Bidder shall ensure protection of Physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities.

3.1.5 Communication Area

1. The bidder in their communication area shall have Telecom junction box / multiplexers of various link service providers and should be available in and around the facility building for Bank's use.
2. The bidder should allow the termination of the links provided by the Bank's appointed link service providers. If Telecom junction box / multiplexers of these

- link service providers are not available, then the bidder should allow the commissioning of the same without any additional cost to the Bank. The bidder shall also allow laying of cables and associated works in their premises.
3. Any Fibre or Copper connectivity to the server cage shall be provided from nearest MMR room where the distance is below 100m or Bidder need to provide media convertor to convert Fiber to copper or vice versa.
 4. The link extension from the bidder communication room till the server cage area will be done by the bidder at the discovered cost. During the contract period, Bank may subscribe a leased line link from any Service Providers and DC Service rovider have to extend the link from communication room to Bank's network Rack within 7 days from date of requirement given by Bank at the discovered cost. If the bidder failed to extend the link from communication room to Banks Network room within the stipulated time schedule or on extended date as may be communicated by the Bank, it will be treated as breach of contract.
 5. There should not be restriction or costs raised for placement of antenna / dish or wireless equipment on terrace or rooftop or designated identified place of proposed DC colocation.
 6. The bidder shall provide necessary permissions including access to Bank employees or any other person authorized by Bank for doing site readiness testing.

3.1.6 BMS (Building Management Systems)

1. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24x7x365 basis.
2. The bidder shall provide Access cards, Gate pass to the Bank's personnel, Bank appointed vendors as and when they would visit the site. The bidder should agree that such access can be provided 24x7x365 and will not have any time restriction.
3. The Bidder shall regularly monitor the access to the Bank's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24x7x365 days. The Bank would require monthly reports in this regard.
4. The access logs to the Bank specific cage area, seating area and the server room area need to be maintained for the period of minimum 03 months. The log reports of Bank's specific server cage area and seating area are to be provided on monthly basis. The access to the logs of other facilities concerning the Bank should be available on request.
5. If required by the Bank the bidder should be able to provide details of people accessing the Bank's Server room by sharing the entries made in the security register, reports from access control system, CCTV video clips etc.
6. The bidder shall make sure that the required power, air conditioning, security system and other facilities provided to the Bank is always available (24x7x365 days).

7. The building & Server room area should be provided with water Leak detection system, fire alarm system and smoke detection system. The facility areas proposed for the Bank should be well within the coverage of water leak detection system.
8. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Bidder shall install sufficient CCTV cameras in the server cage area so that all activities from front and back side of each rack are clearly captured.
9. The bidder is expected to maintain the CCTV monitoring records for at least 3 months online. CCTV records older than 3 months pertaining to Bank's server area to be stored by successful Bidder either in online or offline mode for one year and the same should be made available on Bank's request throughout the period of the contract.
10. The Data Centre should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area/ server caged area, communication room should be well within the coverage of the rodent repellent.
11. Server hall should have advance fire detection & suppression system (FM 200 or NOVEC 12300 or any latest products). The bidder shall provide Fire detection & suppression system exclusively for the server room which will cover Bank caged area. Fire detection and suppression can be common however the areas allocated to the Bank should be well within the coverage of fire detection and suppression system.
12. Remote Monitoring Facilities for CCTV and other critical Infra for smooth functioning of IT equipment for Bank occupied server room. Bidder to share the live remote sharing of CCTV footage as and when required by Bank & Temperature data on monthly basis for the Bank cage area to Bank. Bidder to share the remote feed within Bank cage area and Bank shall be responsible for transferring the data further.
13. The bidder should provide feeds of CCTV cameras installed in Bank's cage area and seating room to Banks designated site over Network. Bank shall be responsible for transferring the data further.
14. The bidder should provide maintenance reports of all equipment like UPS, DG Set, Chiller, Transformers, Fire System etc. as and when required by Bank. Further, Bank may request for detailed reports from respective OEMs for audit purposes. Bidder should provide the necessary information as and when require by Bank / Bank appointed Auditors.
15. Security procedures, SOPs for operations & maintenance must be documented and should be provided to Bank as and when required by the Bank.
16. There should be sufficient power backups in place for running Building Management Systems on alternative power supplies in the event of power outage as defined in General requirement clause 3.1.3.

3.1.7 Communication links

1. The bidder shall allow the termination of the links subscribed by Bank from any Link Service Providers (LSP) during the contract period. If Telecom junction box / multiplexers of these Link Service Providers are not available, then the bidder shall allow the installation of LSP MUX in the Telecom room required for commissioning of the link without any additional cost to the Bank.
2. The bidder shall extend the connection from the Multiplexers/Junction boxes to the Bank's server area at the agreed rate.
3. The bidder should manage and maintain these equipment throughout the contract tenure.

3.1.8 Network Links between DRS Belapur Navi Mumbai & Proposed Co- located DC

1. The bidder shall provide Point-To-Point (P2P) network links as mentioned in Indicative Commercial Bid from two different Bidders between proposed co-located Disaster Recovery site. Link should be upgradable as and when required by Bank.
2. Links are required on end to end on protected path. The same will be terminated either on network /security devices/ SAN router based on the requirement.
3. Each Link Service Providers needs to provide the end-to-end link on its own fiber and fiber should not be on lease. Bidder should have proper redundancy in their network. Bidder need to submit the detailed layout diagram of fiber with redundant path and technical document in this regards to be submitted. Bidder also needs to submit declaration letter on this regard and a copy of approval taken for laying the fiber.
4. Bank will monitor the link and will log a ticket with Bidder in case of packet loss is more. Bidder need to check the link and bring the packet loss within permissible limit of 4 hours. If packet loss will be more than 0.05 % for 4 hours, then link will be treated as down and case will be dealt according to SLA clause of the bid.
5. Bidder must ensure a constant link latency of less than 2 ms between proposed co-located Data Centre and Bank's existing Disaster Recovery site Belapur, Mumbai with a minimum payload capacity of 10 GBps.
6. The bidder should provide time bound escalation matrix for commissioning of the link as well as regular support and maintenance.
7. Bank will subscribe to links as and when required during the contract period. The bidder should undertake to commission the links within period of 6 weeks from the date of intimation by Bank. However, payment will be made from the date of commissioning of the link as per agreed rate mentioned in indicative commercial bid.
8. Bank may subscribe for more no. of links than mentioned in indicative commercial bid during the contract period as per the requirement. Cost of link should be as per agreed rate quoted in indicative commercial bid for respective year during the contract period.

9. Bank may review the link charges every year as per market rate.
10. The Bank reserves its rights to terminate the links, after commissioning, at any time during the contract by giving due notice of 30 days for termination with 15 days curing period.
11. If the selected bidder is not Telecom Service Provider, Bank may place the purchase order to Telecom Service Provider selected by the bidder, if required as per the telecom policy. However, selected bidder will be fully responsible for timely commissioning of the link and maintaining the uptime, latency & packet loss.
12. All the cabling should be done with proper clamping and with conduit & shall be neat and structured with pipe.
13. The cabling between the MMR/telecom room to caging should be structured; Bidder should provide the support for the same throughout the contract period.
14. Bidder shall maintain the connectivity on 24x7x365 basis and bidder shall provide minimum 99.982% uptime of network between proposed co-location area, Bank's DR Site, Belapur Navi Mumbai. However, bidder needs to provide an uptime of 99.95% or better on monthly basis for individual link.

3.1.9 Seating and Storage Space

1. Bank will require separate enclosed dedicated seating space at same floor where server hall is located with access card / biometric access. Bank anticipates the seating space for 25 Bank appointed personnel. The bidder shall factor minimum 30 Sq ft. work area per seat. In addition, bidder shall provide adequate space for the movement within the enclosed seating area.
2. The bidder to provide a separate space to accommodate store well cupboard (Fireproof cabinet – 2-hour fire rated) of minimum size 60inch*18inch*30inch (H-Height, D-Depth, W-Width) and qty-02 in the seating area without any additional cost to Bank.
3. Dedicated storage space of 10ft*10ft*10ft with lock and key / access lock to be provisioned by Bidder.
4. During the contract period, the Bank may also ask for additional seating space as needed, at the rates specified in the contract on a prorate basis.
5. Bidder should also provide access to common meeting room to accommodate 10 persons for conducting meetings as and when required by Bank. The meeting room should have projector, white board and internet facility and It should be on same floor where dedicated seating space will factored.
6. Bidder need to provide 200 Mbps or higher Internet connection in at least 5 identified PCs which will not be connected in Bank Network in seating area either through Wi-Fi or physical cable. This requirement is only for accessing Internet by Bank personnel's seating at Co-location site. Cost of the same to be factored as part of the seating space charges.
7. The seating area should be provided with comfortable air conditioning. The bidder shall provide Tables, rolling comfortable chairs, drawers with locking facility, telephone extensions for communication between Server cage area and the seating area, in the seating area for 25 personnel. Bidder to provide

- dormitory area in case of need with requisite infrastructure such as comfortable air conditioning, Fan etc.
8. The UPS / generator backup power facility needs to be available to the proposed seating area. The bidder shall provide UPS backed up 4 power points per seat.
 9. The seating area furniture to be provided by the bidder here refers to modular furniture with sufficient seating, personal storage, and workspace for each individual person. The seating area furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. Adequate locker facility should be provided in the seating area. Lockers that can accommodate 5 box files and some stationary, the one that comes with the worktable. This will be for each seat- 2 parallel Telephone connections with STD facility to be provided to the full time Engineers (FTE) at the seating space. However, the actual telephone charges on usage will be paid by the Bank.
 10. The bidder shall provide access control system for controlling access to the seating area which will be centrally monitored by bidder through their BMS system. The bidder shall provide the cards to the Bank authorized onsite resources. This access control system should be managed & monitored by the bidder through their BMS system.
 11. The bidder shall provide the redundant network connectivity (2 Network points per seat) from the seating space provided by the bidder to the Bank's server caged area. All such costs should be included as the cost for seating space.
 12. The bidder shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated seating area in their technical bid submission.

3.1.10 Miscellaneous

1. The Bank requires that the proposed Co-location site facility provided to the Bank under this bid must be owned premises or long term leased premises. In case of leased premises, an unexpired lease period must be for 15 years from the bid Response due date. The DC Build (i.e. Anti-static flooring, fireproof sealing, walls, flooring, Racks, AC, fire extinguisher, UPS etc) and IT Infrastructure should be an owned one and not shared. The bidder must provide documentation to this effect establishing its right over the Co-location site facility to the satisfaction of the Bank. The bidder will be required to provide the relevant details in Annexure 27 -Undertaking on Ownership or leased status from Bidder.
2. The Bidder shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to the Bank. The Bidder shall provide for periodic monthly reports to the Bank on the incidents/ problems reported and corrective action taken on the same.
3. The Bidder shall provide neat & clean sanitary facility to the Bank's representatives at the site.
4. The Bidder shall provide minimum 15 two-wheelers and minimum 10 four-wheeler parking facility for Bank officials/ vendors working in the co- location

- site during the contract period. Apart from that, parking for a minimum of four cars should be made available during the visit of Bank officials / persons authorized by the Bank as and when required.
5. Bank may use outsourced / Courier services for movement of Tapes / Media. The Bidder shall allow necessary access for movement of tapes / media from and to the proposed co-location site.
 6. The bidder shall provide all necessary help to the Bank appointed vendor while moving the Bank equipment into the site, such as entry and parking permissions to vehicle carrying the equipment for Data Centre till equipment are offloaded, providing trolley to carry heavy equipment to the allocated space, use of lift services and assist in procedures documentation. The Bank should not incur any extra cost for availing these said services.
 7. The bidder shall provide for staging area at the Co-location site for 6 weeks for initial hardware deployment. However, for further additional activities, if the staging area is required by the Bank, the Bank shall inform the Bidder at least 7 days in advance and the Bidder will be expected to provide the staging area for Bank's use for 2 weeks until installation of the hardware.
 8. The Bidder must maintain emergency response plans and procedures, including fire and building emergencies. The Respondent must inform the Bank of any facility or procedural changes five days or more prior to such changes taking effect.
 9. The Staging area facility should be made available to the Bank at no additional cost, as and when required for unpacking, PDI, installation, maintenance, troubleshooting etc. of the equipment's.
 10. Dedicated Seating/office space for 25 personnel per shift for Network operations centre (preferably on same floor where server area is located).
 11. Access by Bank personnel and designated vendors at any time, 24 hours a day and seven days a week, must be allowed. This access will also be needed during inclement weather and other disasters.
 12. Gate passes/Access cards to enter Bidder's premises for persons authorized by Bank should be free of cost.
 13. The Bidders shall monitor and record all aspects of the Data Centre facility 24/7. The recorded data shall be made available for 30 days. Post which the Bidder shall archive such records (in form of a CD, tape, etc.) and make the same available on Bank's request through the period of the contract.
 14. The Bidder shall maintain the access logs for at least 12 months, post which the Bidder shall archive such records (in form of a CD, tape, etc.) and make the same available on Bank's request through the period of the contract.
 15. Interior cameras must cover all areas of the server area (between the racks) and all corridors, all egress/exit points for secured areas within the Data Centre facility, all mechanical areas and all shipping and receiving areas.
 16. Upon request of the Bank recorded camera data of Bank-controlled areas shall be made available to authorized Bank personnel. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. The Bidder is expected to maintain the

- CCTV monitoring records for at least 3 months online, post which the Bidder is expected to archive such records for CCTV cameras installed within Bank's server area for a period of 1 year and the same should be made available on Bank's request through the period of the contract.
17. CCTV should be installed in server rack area in a manner that whole server area is covered under CCTV with clear visibility and identification of objects/individual. Minimum one CCTV should be installed at a distance of 10 meter in server rack area. All the entry points of server area should be covered under CCTV surveillance.
 18. The Bidder shall provide the Data Centre facility with conditioned power delivered via of redundant UPS systems. Power quality monitoring will be done by Bidders to protect Bank's equipment and prevent data loss by eliminating surges and other irregularities in power.
 19. PDUs must have redundant, diverse feeds from separate UPS modules. The circuitry for electrical feeds should have no single point of failure from the grid to the cabinet. Power distribution systems shall be designed to meet electrical power draw necessary for Bank's environment.
 20. The Bidder to provide STS (Static Transfer Switch) for the racks in which single power source equipment are installed.
 21. 32 amps and 64 amps Industrial power sockets will be made available by Bidders.
 22. If the Telecom junction box, multiplexers of service providers from whom Bank would be getting the links is not available then the DC Bidder should allow the commissioning of the same.
 23. The Bidder should terminate CAT 6A/7 cables and single/multi-mode Fiber to Bank network rack in the caging area from MMR /telecom room.
 24. The Bidder should provide for 50 extra redundant network points apart from the 50 that will be provided for the seating space asked for.
 25. Cabling should preferably be done through duct in the floor or above false roof but should be kept at a distance which does not cause Electro Magnetic Induction with the power cabling or cables that would be laid in overhead tray.
 26. The Bidder shall provide dedicated Point-to-Point (P2P) links as mentioned in Indicative Commercial Bid from two different Bidders between proposed co-located Centre and Bank's existing Disaster Recovery Centre at Belapur, Navi-Mumbai. Handoff: Single/ Mode Fiber with LC connector Latency for all links should be less than 2 ms when utilization of the link is less than or equal to 60%. Link latency will be measured between router/L3 switch at both ends. Packet loss must be less than 0.05%.

3.2 Key Deliverables

The bidder shall provide co-location space, Racks, Power, cooling, external and internal network connectivity, SAN connectivity, seating space, storeroom, meeting room and other deliverables including but not limited to as per **Annexure 14**.

3.3 Delivery schedule and Delivery Address

Sr. No.	Description	Delivery timeline
1.	Delivery of the Space for Colocation with all the required power, cooling and racks and including the entire set up required to commence the Data Centre operations at Navi Mumbai (nearby Bank's existing DR site located at Belapur, Navi Mumbai), including Commissioning of the links between Bank's different sites and proposed DC Co-location site, as per scope. Proposed DC CO-location facility shall be considered for handover when DC facility including link commissioning is ready to use by Bank.	Within 8 (eight) weeks from the date of purchase order
2.	Expansion of the DC Colocation site for additional space with all the required power, cooling and racks and including the entire set up.	Within 4 (four) weeks from the date of respective purchase order
3.	Any of the optional items	Within 2 (two) weeks from the date of respective purchase order

3.4 Representations and Warranties

The Bidder shall be deemed to have made the following representations and warranties as of the date of the bid:

1. That the Bidder is not involved in any major litigation, potential, threatened / existing that may have an impact of affecting or compromising the performance and delivery of services / systems under the contract.
2. That the representations made by the Bidder / bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless Bank in writing specifies to the contrary, the Bidder/bidder shall be bound by all the terms of the bid.
3. That the Bidder has professional skills, personnel and resources / authorization that are necessary for providing all such services as are necessary to perform its obligations under the bid and this Contract.
4. That the Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents etc. developed, procured, deployed, and created during the terms of the Contract are duly maintained and suitably updated, upgraded, replaced regarding contemporary and statutory requirements.
5. That the Bidder shall use assets as Bank may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the contract. The bidder shall, however, have no claim to any right, title, lien, or other interest in any such property, and any possession of property for any duration whatsoever shall

- not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
6. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of any software and any copyrighted process / product free from all claims, titles, interests, and liens thereon and shall keep Bank, its directors, Officers, employees, representatives, consultant and agents indemnified in relation thereto.
 7. That all the representations and warranties as have been made by the Bidder with respect to its bid and contract / agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.
 8. That the execution of the services would be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
 9. That there are no inquiries or investigations that have been threatened, commenced, or pending against the Bidder / bidder or its team members by any statutory or regulatory or investigative agencies.
 10. That the bidder has the corporate power to execute, deliver and perform the terms and provisions of the contract and has taken all necessary corporate action to authorize execution, delivery, and performance by it of the Contract.
 11. That neither the execution and delivery by the Bidder of the contract nor the Bidder's compliance with or performance of the terms and provisions of the contract will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or Governmental authority binding on the Bidder nor will it conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of the property or assets is bound or to which it may be subject or violate any provision of the constitution documents of the Bidder.
 12. That the Bidder certifies that all registrations, recording, filings and notarizations of the contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be affected or made by the Bidder / bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
 13. That there has not and shall not occur any execution, amendment or modification of any Contract without the prior written consent of Bank, which may directly or indirectly have a bearing on the Contract, or services rendered.

3.5 Service Level Agreements

3.5.1: Definitions			
SL. No.		Particulars	Response Time
A	Data Center Uptime	Data Centre uptime of minimum 99.982% per year. A service is deemed to have failed if:	-

		<p>a. Power (GRID/Gen-sets (DG)): Nominal Out Voltage 230V/415V with less than 5% distortion at full load. Frequency for 50 Hz nominal (+/- 3Hz) to be available on 24x7x365 basis.</p> <p>b. Cooling and Humidity control: Temperature should be kept with 22 degrees Celsius (+/- 2 degrees). Humidity shall be between 50% (+/- 10%) to avoid static electricity</p> <p>c. Fire Detection and Suppressions System availability</p> <p>d. Water detection systems availability</p> <p>e. Building Management Systems availability</p> <p>f. Uptime is defined as: $\frac{\{(Scheduled\ operation\ time - DC\ IT\ infrastructure\ downtime)\}}{(Scheduled\ operation\ time)} * 100\%$ </p>	
B	Definitions	<p>a. "Data Centre / DC" means the facility proposed by the Bidder to co-host Bank's equipment required to form the Bank's co-located Data Centre.</p> <p>b. "Scheduled operation time" means the scheduled operating hours of the co-located Data Center for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.</p> <p>c. "IT infrastructure downtime" subject to the SLA, means accumulated time during which the DC IT infrastructure is totally inoperable due to in-scope</p>	-

		<p>system or infrastructure failure, and measured from the time Banks and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the DC IT Infrastructure is returned to proper operation.</p> <p>d. Critical and Key infrastructure of Data Centre will be supported on 24x7 basis.</p> <p>e. Power Outage shall be considered as failure when either or both of the source fails supplying power to the Rack.</p> <p>f. If any one or more of the components defined in "Critical" at the Data Centre Facility are down resulting in non-availability of Bank's solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.</p> <p>g. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.</p>	
C	Other Key Environmental Infrastructure	All other environmental infrastructure such as Access controls, CCTV / Video Surveillance etc.	Typical Resolution Time of 10 minutes
3.5.2: Service Levels			
A	Service Level Availability Reporting	<p>Service Levels will include Availability measurements & Performance Measurements.</p> <p>Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the Bidder at the end of every month</p>	

		<p>containing the summary of all incidents reported, uptime of all equipment, and associated Bidder performance measurement for that period.</p> <p>All Availability Measurements will be monthly for the purpose of Service Level reporting.</p> <p>Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies</p>	
B	Data Centre Uptime	Data Centre uptime of minimum 99.982% monthly.	
3.5.3: Performance Measurements			
A	Performance Measurements	Performance measurements will normally be done on monthly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies. The bidder representative will assist Bank in performing Performance Measurements	
B	Maintenance time for servicing (excluding all links)	Each planned maintenance time for servicing (up gradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the Bank.	
C	Penalty	All individual elements under respective level and type will be aggregated to arrive at the service level. Penalty Charges inability of the solution (entire Infrastructure provided by the bidder for example AC, UPS, DG, Power etc.) to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) as well as Other Key Environmental Infrastructure, detailed above would result in breach of contract and would invoke the penalty clause.	

D	Affected Period, Cap and Termination	<p>Bank will not pay charges of the affected facility for the period of total downtime of the facility. Record and data for the Service Availability computations and determinations as available in Downtime/Availability" report. The penalty will be subject to an overall cap of 10% of the contract value.</p> <p>Banks reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 2 occasions in a calendar year or 2 occasions within 3 calendar months to maintain the service level prescribed by Bank</p>	
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3.6 Penalty

3.6.1 Penalty for default in delivery

If the successful bidder does not deliver & implement the deliverables as per the delivery schedule, or such authorized extension of delivery period as may be permitted in writing by Bank, Bank shall impose a penalty as given below: -

Sr. No.	Description	Penalty	Max Penalty
1.	Delivery of the Space for Colocation with all the required power, cooling and racks and including the entire set up required to commence the Data Centre operations at Navi Mumbai (nearby Bank's existing DR site located at Belapur, Navi Mumbai), including Commissioning of the links between Bank's different sites and proposed DC Co-location site, as per scope.	1% of the total Purchase Order value for delay of each week or part thereof.	5% of the PO value
2.	Expansion of the DC Colocation site for additional space with all the required power, cooling and racks and including the entire set up.	1% of the total Purchase Order value for delay of each week or part thereof.	5% of the respective PO value
3.	Any of the optional items	1% of the total Purchase Order value for delay of each week or part thereof.	5% of the respective PO value

In case the delay exceeds 10 weeks beyond the stipulated delivery period of RFP, Bank reserves the right to cancel the order without prejudice to other remedies available to Bank.

3.6.2 Penalty on non-adherence to SLAs

Uptime (monthly basis) (A)	Penalty Amount	Max Penalty
$A \geq 99.982\%$	No Penalty	10% of the contract value
$99.000\% \leq A < 99.982\%$	Rs. 50,000 for every one minute drop in uptime or part thereof	
$98.500\% \leq A < 99.000\%$	Rs. 1,00,000 for every one minute drop in uptime or part thereof	
$98.000\% \leq A < 98.500\%$	Rs. 2,00,000 for every one minute drop in uptime or part thereof	
$A < 98.000\%$	Rs. 5,00,000 for every one-minute drop in uptime or part thereof. Bank is also entitled to terminate the contract/ PO.	

	Penalty Amount	Max Penalty
Other Key Environmental Infrastructure	Rs. 5,000 for every 10 minute delay in resolution or part thereof	5% of the contract value

3.7 Payment Terms

- (i) One-time Cost.
 - a. 90% Payment of One-time Cost be released after 3 months of handover of DC colocation site to bank.
 - b. Remaining 10% Payment of One-time Cost be released after 6 months of handover of DC colocation site to bank or closure of all issues raised by the bank after site handover to bank, whichever is later.
- (ii) Recurring charges: payment for services availed out of Table-A and Table-B of Annexure-15 shall be made in Arrears on Half yearly basis as per actuals.
- (iii) Optional items: Payment for services availed out of Table-D of **Annexure-15** shall be made on completion of delivery /execution of work, as applicable

Price shall remain fixed for the term of the contract / PO. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained during the term of the contract over and above the agreed commercial consideration. Payment shall be made after deduction of penalty if any.

3.8 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.

3.9 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 3 years.
- II. 'Service Level Agreement' to be signed between Bank and the Bidder 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 three (03) years, contract may be extended for a period of one (01) year each or part thereof for two (02) years at the same terms & conditions of initial contract, subject to satisfactory performance of successful bidder. In case contract is extended beyond 03 years, rates applicable for 3rd year will be applicable for extended contract period i.e. 4th and 5th years.
- IV. If required by Bank, bidder will have to extend the contract beyond 5 years at mutually agreed rates and terms & conditions, 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.
- VI. The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP or Purchase Order as shall be issued by Bank to the successful Bidder, to the satisfaction of and as decided by the Bank up to a term of the order.

3.10 Other Terms and Conditions

- I. The Bidder 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 Bidder 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.

3.11 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.

3.12 Bid Submission Process

3.12.1 Documents for Technical Bid

Interested and eligible bidders may submit their proposal in the prescribed format 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.

3.12.2 Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in Annexure 15 – Performa for indicative 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.

3.12.3 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/ technical 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.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation, if the bidder does not comply or respond by the date, their bid will be liable to be rejected.

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria. The scoring methodology for technical bid evaluation is explained below.

Sr. No.	Particulars	Max Marks	Marks Obtained
1.	Proposed Data Centre is at owned premises or Leased premises (Owned – 10 & leased – 7). Relevant document be submitted by bidder.	10	
2.	Distance of Proposed DC colocation from Bank's Existing Disaster Recovery site located at Belapur, Navi Mumbai. Up to 30 Kms – 10 marks. More than 30kms up to 50 kms – 7 marks (As per google map)	10	
3.	Experience in Data Centre co-location business. 04 years to 10 years – 7 marks above 10 years- 10 marks Relevant document be submitted by bidder.	10	
4.	Experience in hosting Data Centre co-location business for Public/Private sector Banks. one public/private sector Bank – 10 marks, Two or more public/private sector Bank – 15 marks	15	
5.	Proposed Data Centre is Tier III/ rated 3 - 10 Marks and Tier IV/ rated 4 and above– 15 Marks). Relevant document be submitted by bidder.	15	
6.	Technical presentation It may include various features and functionalities available in the Data Center. Adherence to security, control measures and Project timelines may be explained. Compliance to technical requirement also may be covered.	20	
7.	Site Visit The committee will visit and study the proposed Data Center site to understand the capabilities of the Bidder in accordance with the scope of this bid. Marks will be offered based on the facilities available, Compliance to the requirement specified in the bid and the feedback received from the client/site. Bidder has to obtain necessary permissions and representatives from Bank will visit the site for assessment.	20	
	Total	100	

Bidder eligible for technical evaluation will be assessed as per the above criteria and should score a minimum of 70% to be eligible to be considered for commercial evaluation.

The evaluation/selection process will involve assessment of technical competence as detailed here below:

I. A maximum of 100 marks will be allocated for the technical evaluation.

II. The bidders scoring less than 70 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for further selection process and their bids will be dropped at this stage.

III. Once the evaluation of technical proposals is completed, the bidders who scored more than the prescribed cut-off score will only be short-listed for further evaluation process.

The Bank shall follow all the guidelines/notifications for public procurement.

IV. 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 response 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).

3.12.4 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. 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 15 – Performa for indicative Commercial Bid**.

3.12.5 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 16 – Compliance Statement cum Price confirmation letter – Reverse Auction**.

3.12.5.1 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 Performa for indicative commercial bid as per **Annexure 15**. 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 16** – 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
CPPD Head Office
Punjab National Bank
New Delhi

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

We submit our Bid Documents herewith.

We understand that:

1. Bank is not bound to accept the lowest or any bid received, and Bank 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 Bank 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. Bank 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: _____

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
CPPD Head Office
Punjab National Bank
New Delhi

Dear Sir,

We confirm our Compliance of below Eligibility Criteria given in RFP for Procurement of Colocation Service for DRS Expansion.

Sr. No.	Eligibility Criteria	Supporting documents to be submitted	Compliance (Y/N)
1.	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 04 years as on the last date of Bid Submission of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc AND certificate for change of name, etc., if any.	
2.	The bidder should have minimum average annual turnover of Rs. 30 Crores (Rupees Thirty Crores only) (Rs. 15 Crores - Rupees Fifteen Crores only for MSE and Startup Bidders) in last three financial years i.e., 2021-22, 2022-2023 and 2023-2024. This must be the individual company turnover from India Operations and not that of any group of companies. The bidder should have positive net worth during last three financial years i.e. 2021-22, 2022-2023 and 2023-2024)	a. Copy of CA certificate (As per Annexure- 7 Note: The CA certificate provided in this regard should be without any riders or qualification. b. Copies of audited balance sheets for last three financial years i.e. 2021-2022, 2022-2023 and 2023-2024. c. For MSE relaxation in terms of prior turnover, UDYAM registration certificate to be submitted by the bidder. d. For Startup relaxation in terms of prior turnover Provide the Registration Certificate issued by DPIIT to be submitted by the bidder.	
3.	The bidder shall have minimum 04 years of experience of managing DC colocation services.	Copy of Work Order/Purchase Order AND Any of the following	

		<p>1. Performance Certificate as per Annexure –22</p> <p>2. Confirmation Mail originating from client's email domain mentioning the details as required in Annexure 22</p>	
4.	Bidder should be providing DC colocation services to at least one Public/private Sector Bank for at least one year as on the date of bid submission.	<p>Copy of Work Order/Purchase Order AND Any of the following</p> <p>1. Performance Certificate as per Annexure –22</p> <p>2. Confirmation Mail originating from clients email domain mentioning the details as required in Annexure 22</p>	
5.	<p>Building shall be owned or long-term lease by the bidder as on date. In case of lease, unexpired lease period should be at least 10 years from date of bid submission.</p> <p>The bidder shall have minimum total raised floor space of 25,000 sq. ft. including all the DCs operated by the bidder in Mumbai and Navi Mumbai.</p>	<p>Sale Agreement along with property tax receipt for owned premises or Lease Agreement for leased premises as applicable, along with Declaration on company letter head signed by authorized person as per Annexure-20</p>	
6.	DC Colocation services being offered to the Bank shall be managed by the bidder himself and not outsourced.	Declaration on company letter head signed by CEO/COO.	
7.	The DC facility shall be complying with minimum Tier-III or Rated 3 as per Uptime Institute or TIA942 standards respectively and should be valid for at least one year as on date of bid submission.	Copy of valid Tier-III or Rated 3 certificate, or above.	
8.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure- 5.	
9.	The Bidder should not have been blacklisted/ debarred /banned by Government / Government agency	Certificate is to be provided as per Annexure- 6.	

	/ Banks / Financial Institutions / PSUs in India during last 3 years as on bid submission date.		
10.	The Bidder and its subsidiaries should not have been engaged with Punjab National Bank for consultancy services related to IT/ Digital Products during last 3 years as on bid submission date.	An undertaking to this effect must be submitted on company letterhead with duly signed & sealed.	
11.	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 Director or Employee of the Bank.	An undertaking to this effect must be submitted on company letterhead with duly signed & sealed.	
12.	Labor Law Compliances	Certificate is to be provided as per Annexure- 12.	

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 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 contact 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.: RFP for Procurement of Colocation Service for DRS Expansion.

Sr. No.	Information	Particulars / Response
1	Company Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Registered office address	
6	GST No.	
7	Whether MSE/Startup (quote registration no. and date of registration, copy to be attached)	
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	Account Number: Account Name: IFSC: 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 Centre in Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): 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 of FY 2021-22 & FY 2022-23 and FY 2023-24 *Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)	FY	Turnover Rs. (In Rs.)	Net Profit/ Loss Rs. (In Rs.)	Net Worth Rs. (In Rs.)
		2021-22			
		2022-23			
		2023-24			

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.: RFP for Procurement of Colocation Service for DRS Expansion.

Declaration

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 5 - Litigation Certificate

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

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

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 6 – Undertaking for non-blacklisted

(To be submitted on Bidder's letterhead)

To
The Assistant General Manager
CPPD Head Office
Punjab National Bank
New Delhi

Sir,

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

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.

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

Annexure 7 – Turnover Certificate for Bidder

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

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

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 last three financial years i.e. from 2021-22, 2022-23 and 2023-24 (to be submitted for years as per Eligibility Criteria – **Annexure 2**).

Financial Year	Annual Turnover (in Rs.)	Net Profit (in Rs.)	Net Worth (in Rs.)
2021-22			
2022-23			
2023-24			

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 – Performa for Pre-Contract Integrity Pact

To
The Assistant General Manager
CPPD Head Office
Punjab National Bank
New Delhi

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

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 **RFP for Procurement of Colocation Service for DRS Expansion**. 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) & Sh. Sh. Ajay Kumar Sharma (IDES-Retd.), (email ID: aajayced@gmail.com), (Mob no. 9990699002) 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 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)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure 09 – Performa for the Bank Guarantee

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date
To
The Assistant General Manager
CPPD Head Office
Punjab National Bank
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 RFP for Procurement of Colocation Service
for DRS Expansion.

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.

"Not withstanding anything contained herein above Our liability under this Bank guarantee shall
not exceed Rs _____ Rupees (in words _____).

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

or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2024 at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

Annexure 10 – NDA (Non-Disclosure Agreement)

(To be submitted by successful bidder on Stamp paper of appropriate value. Bidders to submit the document on stamp paper/letterhead of the company at the time of bid submission.)

This Confidentiality –cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 202_, between _____ (Insert Name of the Bidder) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called 'Bidder'), 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 Bidder 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 no enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

17) Governing Law

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

18) Indemnity

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 11 – Escalation matrix

(To be submitted on company letterhead of Bidder)

To

The Assistant General Manager

CPPD Head Office

Punjab National Bank

New Delhi

Sir

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

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

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

(*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 – Undertaking for Labour Law Compliance

(To be submitted on Bidder's letterhead)

To

The Assistant General Manager

CPPD Head Office

Punjab National Bank

New Delhi

Sir

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

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 13 – Self declaration for compliance to RBI master directions on a) outsourcing of IT services and b) Information Technology Governance, Risk, Controls and Assurance Practices

(To be submitted on Bidder's Letterhead)

To
The Assistant General Manager
CPPD Head Office
Punjab National Bank
New Delhi

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

We, M/s_____ hereby state that we have gone through the below mentioned RBI Master Circulars and we hereby state that we comply with all the directions and clauses as stated in the said circulars:

a) RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services

b) RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices

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 and any subsequent circular/guidelines on the same, throughout the period of the contract.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 14 –Bill of Material of Offered Services (BOM)

(To be submitted on Bidder's letterhead)

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

Bidder needs to provide the compliance on below Bill of Materials.

A. Services at Co-location Facility

Sr. No.	Item	Qty	Compliance (Yes/No)
1	DR Co-location Charges for Rackspace with power requirement approx upto 8 KVA per rack. [minimum 30 Sq ft per rack]	100	
2	42U Standard Server /Network Rack of 800X1200mm with required standard IPDU minimum with 24 C13/ C19 combi sockets for each Rack with lock and other associated components.	100	
3	DR Co-location Charges for Rackspace for high density racks with power requirement approx upto 15 KVA per rack. [minimum 30 Sq ft per rack]Bank	25	
4	Seating space (Workstation with 04 data & 2 voice port) at the Co-located site (minimum 30 Sq. ft. per seat)	25	
5	Storage space (10ft x 10ft x 10ft)	1	
6	LCD 85 inch on rental model (to be used for monitoring of DR infra)	10	
7	fireproof Storawell alimirah	2	
8	Electricity in KVA *	800	

B. Network Link Services

Sr. No.	Item	Qty	Compliance (Yes/No)
1	Supply of 10 Gbps point-to-point (P2P) link between Bank's DR at Belapur, Mumbai and proposed Co-location Data Centre from two different Bidders.	1 from SP1	
		1 from SP2	
2	Supply of 05 Gbps point-to-point (P2P) link between Bank's DC at Sansad Marg, New Delhi and proposed Co-location Data Centre from two different Bidders.	1 from SP1	
		1 from SP2	
3	Supply of 05 Gbps point-to-point (P2P) link between Bank's NDC, Dwarka Delhi and proposed Co-location Data Centre from two different Bidders.	1 from SP1	
		1 from SP2	
4	Supply of 05 Gbps point-to-point (P2P) link between Bank's New DC, Gurgaon, Haryana and proposed Co-location Data Centre from two different Bidders.	1 from SP1	
		1 from SP2	

C. One-Time Services

Sr. No.	Item	Qty	Compliance (Yes/No)
1	One-time implementation for configuration of rackspace along with racks as specified in Table A Sr. No.1 such as cost for provisioning of rack space with required power supply, cooling, etc.	125	
2	caging of 125 Racks	1	
3	Provisioning of point-to-point (P2P) link upto communication room from two different Service Providers between proposed Co-location Data Centre and Bank's specified locations as per RFP (DC Sansad Marg, New Delhi, NDC, Dwarka Delhi, Bank's New DC, Gurgaon, Haryana & DR Site Belapur.)	8	
4	Extension of link from Communication room to Bank Network rack – Fiber (Single/Multimode)	8	
5	Extension of link from Communication room to Bank Network rack – Copper link	1	
6	Supply of LC-LC fiber cable including laying between two devices	4500	
7	Supply of CAT6A Ethernet cable including laying between two devices	4500	

D. Optional Items

Sr. No.	Items	Qty	Compliance (Yes/No)
1.	CAT 6A and above - Giga Speed Cable (300 mts)	50	
2.	Cat 6A and above- 24 Port Straight loaded Patch Panel	50	
3.	Cat 6A and above - 24 Port Angular loaded Patch Panel (48 port)	50	
4.	Cat 6A and above - 24 Port Straight Unshielded Patch Panel HYBRID - (Unloaded) -12 Port form information outlets & 12 port for LC-duplex pre-terminated fiber cable)	50	
5.	Dual & Quad Face Plate with Back box	50	
6.	24 core outdoor armoured 50/125 Multimode OM4+ (100 mts)	50	
7.	12 Port LIU along with all accessories LC-LC	50	
8.	24 Port LIU along with all accessories LC-LC	50	
9.	48 Port LIU along with all accessories LC-LC	50	
10.	UTP 6A and above patch cord – 2 mtr.	50	
11.	UTP 6A and above patch cord – 3 mtr.	50	
12.	UTP 6A and above patch cord – 5 mtr.	50	
13.	UTP 6A and above patch cord – 10 mtr.	50	
14.	UTP 6A and above patch cord – 15 mtr.	50	

15.	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 3" Feet	50	
16.	Fiber patch cord (LC-LC Multi/Single Mode OM4) – 7" Feet	50	
17.	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 10" Feet	50	
18.	Fiber patch cord (LC-LC Multi/Single Mode OM4) – 15" Feet	50	
19.	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 30" Feet	50	
20.	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 45" Feet	50	
21.	19"1U MPO LIU FRAME	50	
22.	12F MPO male type B to 6xLCduplex OM4 cassette	50	
23.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 5 mts	50	
24.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 10 mts	50	
25.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 15 mts	50	
26.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 20 mts	50	
27.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 25 mts	50	
28.	UCP/Quick-Fit to G2 Adapter Bracket Kit (kit of 4)	50	
29.	Cable Marker ferrules per packet	50	
30.	Cable Ties per packet	50	
31.	T Ties per packet	50	
32.	Velcro	50	
33.	Cable laying charges per meter for UTP 6A and above	50	
34.	Cable laying charges per meter for Fiber cable	50	
35.	Termination charges for UTP Cable per point	50	
36.	Termination charges for Fiber Cable per point	50	

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 15 - Performa for indicative commercial bid

(To be submitted on Bidder's letterhead)

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

Table-A Recurring charges for Co-location Facility

Sr No	Item	Qty	Year 1	Year 2	Year 3	Total Cost Excluding GST (E = A* (B+C+D))	GST (%) F	GST Amount G= F% of E	Total Cost (Including GST) (H=E+G)
		A	Unit Price B	Unit Price C	Unit Price D				
1	DR Co-location Charges for Rackspace with power requirement approx upto 8 KVA per rack. [minimum 30 Sq ft per rack]	100							
2	42U Standard Server /Network Rack of 800X1200mm with required standard IPDU minimum with 24 C13/ C19 combi sockets for each Rack with lock and other associated components.	100							
3	DR Co-location Charges for Rackspace for high density racks with power requirement approx upto 15 KVA per rack. [minimum 30 Sq ft per rack]Bank	25							
4	Seating space (Workstation with 04 data & 2 voice port) at the Co-located site (minimum 30 Sq. ft. per seat)	25							
5	Storage space (10ft x 10ft x 10ft)	1							
6	LCD 85 inch on rental model (to be used for monitoring of DR infra)	10							
7	fireproof Storawell alimirah	2							
8	Electricity charges in KVA	800							
Total – Table-A									

Table- B Recurring charges for Network Link

Sr No	Item	Qty	Year 1	Year 2	Year 3	Total Cost Excluding GST (D=(A+B+C)*12)	GST (%) E	GST Amount F= E% of D	Total Cost (Including GST) (G=D+F)
			Monthly Unit Price A	Monthly Unit Price B	Monthly Unit Price C				
1	Rental Charges for 10 Gbps point-to-point (P2P) link between Bank's DR at Belapur, Mumbai and proposed Co-location Data Centre from two different Service Provider.	1 from SP1							
		1 from SP2							
2	Rental Charges for 05 Gbps point-to-point (P2P) link between Bank's DC at Sansad Marg, New Delhi and proposed Co-location Data Centre from two different Service Providers.	1 from SP1							
		1 from SP2							
3	Rental Charges for 05 Gbps point-to-point (P2P) link between Bank's NDC, Dwarka Delhi and proposed Co-location Data Centre from two different Service Providers.	1 from SP1							
		1 from SP2							

4	Rental Charges for 05 Gbps point-to-point (P2P) link between Bank's New DC, Gurgaon, Haryana and proposed Co-location Data Centre from two different Service Providers.	1 from SP1							
		1 from SP2							
Total – Table-B									

Table-C One-time cost

Sr. No.	Item	Qty	Unit Price	GST	Total Cost	Bidder to share detailed activities list factored under this line item		
1	One-time implementation cost for configuration of rackspace along with racks as specified in Table A Sr. No.1 such as cost for provisioning of rack space with required power supply, cooling, etc.	125						
2	One-time cost for caging of 125 Racks	1						
3	One time cost for provisioning of point-to-point (P2P) link upto communication room from two different Bidders between proposed Co-location Data Centre and Bank's specified locations as per RFP (DC Sansad Marg, New Delhi, NDC, Dwarka Delhi, Bank's New DC, Gurgaon, Haryana & DR Belapur	8						
4	Cost of Extension of link from Communication room to Bank Network rack – Fiber (Single/Multimode)	8						
5	Cost of Extension of link from Communication room to Bank Network rack – Copper link	1						
6	Cost of LC-LC fiber cable including laying between two devices	4500						

7	Cost of CAT6A Ethernet cable including laying between two devices	4500						
Total – Table-C								

Table-D optional items

Sr. No.	Items	Qty A	Unit Cost B	Total Cost per annum excluding GST C=A*B	GST % D	GST Amount E	Total cost including GST F=C+E
1.	CAT 6A and above - Giga Speed Cable (300 mts)	50					
2.	Cat 6A and above- 24 Port Straight loaded Patch Panel	50					
3.	Cat 6A and above - 24 Port Angular loaded Patch Panel (48 port)	50					
4.	Cat 6A and above - 24 Port Straight Unshielded Patch Panel HYBRID - (Unloaded) -12 Port form information outlets & 12 port for LC-duplex pre-terminated fiber cable)	50					
5.	Dual & Quad Face Plate with Back box	50					
6.	24 core outdoor armoured 50/125 Multimode OM4+ (100 mts)	50					
7.	12 Port LIU along with all accessories LC-LC	50					
8.	24 Port LIU along with all accessories LC-LC	50					
9.	48 Port LIU along with all accessories LC-LC	50					
10.	UTP 6A and above patch cord – 2 mtr.	50					
11.	UTP 6A and above patch cord – 3 mtr.	50					
12.	UTP 6A and above patch cord – 5 mtr.	50					
13.	UTP 6A and above patch cord – 10 mtr.	50					
14.	UTP 6A and above patch cord – 15 mtr.	50					
15.	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 3" Feet	50					
16.	Fiber patch cord (LC-LC Multi/Single Mode OM4) – 7" Feet	50					

17.	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 10" Feet	50					
18.	Fiber patch cord (LC-LC Multi/Single Mode OM4) – 15" Feet	50					
19.	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 30" Feet	50					
20.	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 45" Feet	50					
21.	19"1U MPO LIU FRAME	50					
22.	12F MPO male type B to 6xLCduplex OM4 cassette	50					
23.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 5 mts	50					
24.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 10 mts	50					
25.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 15 mts	50					
26.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 20 mts	50					
27.	12 Fiber MPO to MPO MM OM4 type B trunk cable LSZH jacket 25 mts	50					
28.	UCP/Quick-Fit to G2 Adapter Bracket Kit (kit of 4)	50					
29.	Cable Marker ferrules per packet	50					
30.	Cable Ties per packet	50					
31.	T Ties per packet	50					
32.	Velcro	50					
33.	Cable laying charges per meter for UTP 6A and above	50					
34.	Cable laying charges per meter for Fiber cable	50					
35.	Termination charges for UTP Cable per point	50					
36.	Termination charges for Fiber Cable per point	50					
37.	Point-to-point (P2P) Link Upgradation Charges per Gbps between proposed Co-location Data Centre and Bank's exiting DCs (Delhi, Gurgaon, Dwarka and Belapur, Navi mumbai), irrespective of service provider	1					
Total – Table-D							

Table-E Total cost to ownership (TCO)

Sr. No.	Description	Total cost excluding GST	Total cost including GST
1	Table-A Recurring charges for Co-location Facility		
2	Table- B Recurring charges for Network Link		
3	Table-C One-time cost		
4	Table-D optional items		
Total TCO = (1+2+3+4)			

Notes:

1. We have quoted in the Commercial Bid taking into consideration complete scope of work, all the technical & functional specifications and the terms & conditions as per Tender Document, without any deviation.
2. We also confirm that we have not made any alteration of wordings / quantity / figures stated in this Annexure. We understand and agree that any changes made in the format of Bid will lead to disqualification of the Offer without assigning any reasons.
3. Power Charges for 800 KVA mentioned in Table-A (Sr. No. 8) is indicative for the TCO calculation purpose only. However, the same will be paid on actual consumption basis as per the rate quoted above. Actual consumption will vary based on the hardware deployed by the Bank. Power charges quoted should be in line with prevailing market rates.
4. Bank will subscribe to links mentioned in Table-B as and when required during the contract period. The bidder should undertake to commission the links within period of 6 weeks from the date of intimation by Bank. However, payment will be made from the date of commissioning of the link.
5. Quantity of links specified in Table-B is indicative only for arriving TCO. Bank may subscribe for more number of links than mentioned in Table-B above during the contract period as per the requirement from different Service Providers as per availability. Cost of link should be as per agreed rate mentioned in TCO during the contract period.
6. Bank may also upgrade the existing link provided by the vendor as and when required during contract period.
7. Bank will place purchase order for the optional item mentioned in Table-D on the basis of actual requirement during the contract period as and when required. Bank will not pay any recurring charges against item mentioned in Table-D. Quantity mentioned in Table-D is only for TCO calculation purpose, actual requirement may vary.
8. The rates of the devices/software discovered through RFP shall be valid for entire contract period including extensions if any.
9. The rates quoted in commercial bid should be inclusive of all taxes, charges and duties except GST. However, GST will 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 generate for supply of the product.
10. Commercial Bid Evaluation shall be on Total TCO as per Table-E and Reverse Auction will be conducted on Total TCO as per Table-E..
11. 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.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 16 - 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
CPPD Head Office
Punjab National Bank
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.

Date:**Place:****Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Contact No.:****Seal of Company:****Annexure 17 – Technical and Functional Specifications Compliance**

Bidders who are dealing in Data Centre's Co-hosting services and meeting the following technical specification in the proposed product, may respond to this RFP. Necessary evidence/documents should be submitted with the Bid and/or to demonstrate during site visit taking references of existing infrastructure.

Co-location Site Address:			
Sr. No.	Technical requirement	Compliance (Yes / No)	Bidder's comments
1.	The Co-location Site should have a load bearing capacity to accommodate Server/Network racks of 1200 kgs for each rack.		
2.	Freight Lift - The Co-location Site should have a high-capacity freight lift with minimum 2.5-ton capacity for ease of movement of Servers and High-density Hardware devices.		
3.	The server room area should have a raised floor for ensuring free flow of air-conditioned air and for accommodating any High-density rack cooling.		
4.	The server hall height from raised floor to false ceiling / slab should be at least 10 ft.		
5.	Either raised flooring and/or overhead cabling and power systems must have sufficient space for proper airflow, after equipment and wiring is installed.		
6.	Bidder must maintain a management information system/BMS used for monitoring the environmental power, air-conditioning, humidity controls of the building.		
7.	The building & Server room area should have microprocessor-based system to detect water leakage i.e Water Leak detection system.		
8.	Bidder should have maintenance staff that respond to system alarms on a 24/7 basis, according to thresholds.		
9.	The Co-location Site should have electronic rodent control systems with operability on varied frequency range.		
10.	The Bidder must maintain emergency response plans and procedures, including fire and building emergencies.		
11.	Diesel Tanks (for generators) - The Co-location Site should have high-capacity diesel tanks for ensuring 48-hour power backup on full load with contracts for fuel supply on demand.		
12.	The server hall should have advanced fire detection & suppression system through systems like VESDA / FM200/ Novec1230 etc. or equivalent.		

13.	Smoke detection and Gas based fire suppression for Server Hall, UPS room, battery room & critical areas of building to be available.		
14.	The doors and walls for the server room, communications room, and other critical areas should be fire rated for minimum 2 hours.		
15.	Should provide 100% availability of network connectivity from the carrier demarcation to the customer cage.		
16.	The staging area should be preferably close to the hired / hosted space and have all facilities like, redundant power, LAN connectivity, telecom etc.		
17.	The Bidder should ensure that HVAC controls are in place to provide appropriate airflow, temperature, and humidity and such HVAC controls will be designed according to N+1 redundancy specification.		
18.	The design for cooling infrastructure at the Colocation Site should be in line with ASHRAE or equivalent standard guidelines to support high density cooling needs.		
19.	Redundant Computer Room Air Conditioning (CRAC) units to facilitate High density cooling needs.		
20.	The temperature in the server hall should be maintained at 22 +/- 2 deg Celsius. Temperature as measured at approximately 60 inches above the raised floor surface on the front intake of each supported equipment cabinet.		
21.	The humidity at the Co-location Site should be maintained at 50 % +/- 10% RH.		
22.	HVAC must function when commercial power is unavailable.		
23.	Air flow and positioning of equipment must be capable of handling proposed requirements. Cold aisle containment to be installed in the caged area for all the Rack rows.		
24.	The Data Centre facility building should be designed and constructed for earthquake resistance and should be away from hazardous chemical materials, LPG storage areas, chemical warehouses and other storage facilities meant for dangerous commodities.		
25.	The Data Centre facility building should be designed to resist the hazards from floods, hurricane, tornado, and lightning strike probabilities.		
26.	The co-located site and the entire infrastructure therein is covered under comprehensive insurance including risk related to earthquake, floods, fire,		

	lightening etc. Please indicate the risks covered under the policy.		
27.	Proposed caged area should have clear space to host 125 Racks (excluding cage) for Bank's IT infrastructure.		
28.	Dedicated Storeroom/ storage space (10 ft x 10ft x 10ft) with lock and key / access lock should be provided to the Bank for storage of parts and supplies.		
29.	The Bidder shall provide adequate two-wheeler and four-wheeler parking facility for Bank officials/vendors working in the co-location site. Apart from that, parking for a minimum of four cars should be made available during the visit of Bank officials / persons authorized by the Bank		
30.	Building access for the loading and unloading of equipment via loading dock.		
31.	Biometric Access / Access card to the server area floor should be available.		
32.	Security for the building to be available 24x7x365 days at the entry / exit levels.		
33.	The Bidders shall monitor and record all aspects of the Data Centre facility 24/7. The recorded data shall be made available for 30 days. Post which the Bidder shall archive such records (in form of a CD, tape, etc.) and make the same available on Bank's request through the period of the contract.		
34.	The Bidder shall maintain the access logs for at least 12 months, post which the Bidder shall archive such records (in form of a CD, tape, etc.) and make the same available on Bank's request through the period of the contract.		
35.	Interior cameras must cover all areas of the server area (between the racks) and all corridors, all egress/exit points for secured areas within the Data Centre facility, all mechanical areas and all shipping and receiving areas.		
36.	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24 X7X365 basis or as the Bank decides.		
37.	Intrusion alarms must be in place at all entry or exit points.		
38.	There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. The Bidder is expected to maintain the CCTV monitoring records for at least 3 months online, post which the Bidder is		

	expected to archive such records for CCTV cameras installed within Bank's server area for a period of 1 year and the same should be made available on Bank's request through the period of the contract.		
39.	Proposed co-location site should contain a comprehensive burglary intrusion system as part of the physical security plan for the overall premises.		
40.	The facility must have sufficient electrical capacity to accommodate Bank's current potential infrastructure.		
41.	There should be two feeds from two different electric utilities/ sub-stations/ Grids and shall be configured as required to support Bank's IT infrastructure requirements. The Respondent shall provide redundant power distribution throughout the facility and each component within the system must be N+1 redundant.		
42.	On-site generator, able to handle the load for a period of at least 48 hours at full load, plus fuel contracts with multiple redundant providers with SLAs.		
43.	The Bidder shall provide the Data Centre facility with conditioned power delivered via of redundant UPS systems.		
44.	All power cabling must be in segregated cable trays and separate path from the data cable trays.		
45.	Two separate power paths from the UPS to be provided to each of the racks in the server / network communication room.		
46.	PDUs must have redundant, diverse feeds from separate UPS modules. The circuitry for electrical feeds should have no single point of failure from the grid to the cabinet.		
47.	UPS and PDU's should be configured in redundant mode as per at least Tier-III/ Rated-3 standard.		
48.	32 amps and 64 amps Industrial power sockets will be made available by Bidders.		
49.	Availability of single phase / three phase power to all racks. (Bank will inform no. of racks where three phase power is required to successful bidder).		
50.	The Bidder must make provision to measure power consumption by the Bank monthly or at any point of time as and when required.		
51.	Comprehensive Power Audit Report in the last two years along with Record of past incidents for last two years, if any.		
52.	Telecom junction box, multiplexers of various Bidders to be available in and around the building.		

53.	Cabling should preferably be done through duct in the floor or above false roof but should be kept at a distance which does not cause Electro Magnetic Induction with the power cabling or cables that would be laid in overhead tray.		
54.	Proposed DC colocation should be within 50 Kms of Bank's Existing Disaster Recovery site located at Belapur, Navi Mumbai.		

Note: Any compliance submitted as "No" to Technical and functional specification points shall be treated as Non-compliance.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No.:

Seal of Company

Annexure 18 - Scoring Method

(to be submitted on Bidders letterhead)

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

Marks should be awarded to the bidder as per table given below:

Sr. No.	Particulars	Max Marks	Marks Obtained
1.	Proposed Data Centre is at owned premises or Leased premises (Own – 10 & leased – 7). Relevant document be submitted by bidder.	10	
2.	Distance of Proposed DC colocation from Bank's Existing Disaster Recovery site located at Belapur, Navi Mumbai. Upto 30 Kms – 10 marks. More than 30kms upto 50 kms – 7 marks	10	
3.	Experience in Data Centre co-location business . 04 years to 10 years – 7 marks above 10 years- 10 marks Relevant document be submitted by bidder.	10	
4.	Experience in hosting Data Centre co-location business for Public/Private sector Banks. one public/private sector Bank – 10 marks, Two or more public/private sector Bank – 15 marks	15	
5.	Proposed Data Centre is Tier III/ rated 3 or above (Tier III/rated 3 - 10 Marks and Tier IV/ rated 4 and above– 15 Marks). Relevant document be submitted by bidder.	15	
6.	Technical presentation It may include various features and functionalities available in the Data Center. Adherence to security, control measures and Project timelines may be explained. Compliance to technical requirement also may be covered.	20	
7.	Site Visit The committee will visit and study the proposed Data Center site to understand the capabilities of the Bidder in accordance with the scope of this bid. Marks will be offered based on the facilities available, Compliance to the requirement specified in the bid and the feedback received from the client/site. Bidder has to obtain necessary permissions and representatives from Bank will visit the site for assessment.	20	
	Total	100	

Note: Bidder is required to get 70 out of total 100 marks to be eligible for commercial evaluation.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 19 - Certificate Regarding Land Border Clause by Bidder for RFP for Procurement of Colocation Service for DRS Expansion.

(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 20 - Undertaking from Bidder/Service Provider

(To be submitted on bidders' letterhead)

To
The Assistant General Manager
CPPD Head Office
Punjab National Bank
New Delhi

Subject: Undertaking of ownership of site / premises proposed for Data Centre for the Bank (in case of owned site)

OR

Undertaking of unexpired lease period on the proposed Data Centre period for the Bank (in case of leased premises)

Dear Sir,

In case of owned sites

We hereby undertake that the following site address proposed by us, is owned premise and is registered in the name of M/s. (Bidder/Service provider name) vide sale agreement # (XX) dated

:-

Site address:

Sale agreement reference

Sale agreement dated:

In case of leased site

We hereby undertake that the following site address proposed to the Bank as Data Centre, is a leased premise vide lease agreement dated , between M/S (Bidder/Service Provider name) and (Name of the Lessor). The details of the lease period for the premises are as mentioned below:

Address of the Site proposed to the Bank

Lease agreement dated:

Validity of the lease

period: Name of the

lessor:

Unexpired lease period on bid Response due date:

Please note that the sale agreement / lease agreement copies (whichever applicable) are enclosed herewith as supporting documents.

Further, DC facility with all infrastructure is owned by the Bidding Company and we have minimum total raised floor space of 25,000 sq. ft. including all the DCs operated in Mumbai and Navi Mumbai.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 21 – Undertaking for compliance of onboarding checklist.

(To be submitted on bidders Letterhead)

To
The Assistant General Manager
CPPD Head Office
Punjab National Bank
New Delhi

Reg.: RFP for Procurement of Colocation Service for DRS Expansion.

We, M/s _____ hereby undertake that if we are selected as the successful bidder for award of contract, we shall submit the following information at the time of signing of SLA, NDA with the Bank:

S. No.	Particulars
1	Company Name (To be Filled)
2	Registration Number / GSTIN (To be Filled)
3	Legal Entity Type Ltd Co, Trust, LLP, PLC, Registered Partnership etc.
4	Main Products or Services Offered
5	Date of incorporation
6	Country of incorporation
7	Is the company registered as MSME ? (Yes / No / Applied) If Yes, please provide the Udyam Registration No.
8	Is the company registered as Start Up with DPIIT? (Yes / No / Applied) If Yes, please provide the Unique Startup Recognition No.
9	Category of the Supplier (Only in Case of MSME / Start Ups):
10	Supplier is both MSE & Class-I local supplier.
11	Supplier is MSE but not Class-1 local supplier.
12	Supplier is not MSE but is Class-I local supplier.
13	Supplier is neither MSE nor Class-I local.
14	Turnover for any 3 years out of last 4 financial years
15	Net worth of the Company
16	Profits of the any 3 years out of last 4 financial years
17	Are there any ongoing or past court orders / cases / litigations for Financial Crime reasons against the company or any of its directors / partners basis the market information, news, article available on net.
18	Has the company ever been categorized as a willful defaulter?
19	Is the company debarred OR blacklisted by Government of India OR any Regulators
20	Is the Company Or its directors / partners / owners booked under the Prevention of Corruption Act, 1988
21	Is the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract against the Company Or its directors / partners / owners
22	Are there any past or ongoing litigations against the vendor ?
23	Is there any negative news or reviews against the vendor ?
24	Does the vendor has any existing relationship with the Punjab National Bank? (Yes / No)
25	If Yes, provide a brief description of the ongoing projects / contracts .
26	In Case, the existing project is critical in nature, then the overall exposure of the company as against the Bank to be checked to assess the element of concentration risk.
27	Assess the geographical locations of the significant customer base of the vendor.
28	Assess the geographic footprint of any third parties (suppliers, introducers, sub-contractors)?
29	Nationality of the Directors / Partners etc.
30	% Share of Each Director / Partner
31	Does the management of the company have any political exposure?

32	Is the company CMMI certified? (Yes / No) If Yes, please specify the certification.
33	Is the company ISO 9001 certified? Standards for Quality Management Systems. (Yes / No) If Yes, please specify the certification
34	Is the company ISO 14001 certified? (Yes / No) If Yes, please specify the certification.
35	Is the company ISO/IEC 27001 certified? Standard for information security management systems (ISMS) (Yes / No) If Yes, please specify the certification.
36	Any Other Company Certification
37	Signing of Pre-Contract Integrity Pact
38	Obtaining Ernst Money Deposit (In Case of onboarding via RFP)
39	To be valid for a period of 45(forty-five) days beyond the final bid validity period.
40	Obtaining Performance Bank Guarantee / Performance Security
41	Obtaining Board Resolution Copy with Authorization Letter/ Power of Attorney
42	Signing of Non-Disclosure Agreement
43	Signing of Integrity Pact
44	Manufacturer (OEM) Authorization Form (MAF) (In case of product procurement)
45	Certificate Regarding Land Border Clause by Vendor (OEM)
46	Certificate Regarding Land Border Clause by Vendor (Authorized Partner, SI, Vendor)
47	Signing of Proprietary Article Certificate (PAC) (In case of product procurement)
48	Undertaking for being the OEM of the Offered Product (In case of product procurement)
49	Signing of Service Level Agreement
50	Payment Schedule
51	Delivery Timelines
52	Inclusion of Service Level Penalties associated to:
53	Delivery Timelines
54	Resource Availability
55	Implementation Timelines
56	Application Downtime
57	Liability of the regulatory Penalties to Punjab National Bank
58	Clauses pertaining to
59	Liquidated Damages
60	Indemnification
61	Force Majeure
62	IP Rights
63	Transition Management
64	Clauses pertaining to Rights of RBI OR person(s) authorized by RBI or Regulatory bodies or Punjab National Bank for assessment of vendors or their sub-contractors:
65	Books of accounts
66	IT infrastructure
67	Applications
68	Data
69	Any other necessary information given to, stored or processed by the vendor and/ or its sub-contractors on behalf of / for Punjab National Bank.
70	Clauses pertaining to Data Security
71	Vendor is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulatory bodies OR by Punjab National Bank.
72	Clauses pertaining to Data & Data Security
73	Data Migration (Extraction, Transform & Load)
74	Data Backup
75	Data Retention
76	Data Archival
77	Data Storage (Not to reside Outside India)
78	Additional Clauses
79	Liability & Responsibility of the vendor to the Bank for the acts of the assignee/ sub-contractor
80	Source Code Arrangement
81	Exit Strategy / Plan
82	Transition Management (between outgoing & incoming vendor)

83	Compliance with various laws & regulations viz. Data Protection Regulations, Information Technology Act, 2000.
84	Business Continuity Plan
85	Disaster Recovery Plan
86	Escalation Matrix
87	Training Plan
88	Purchase Order Issuance
89	Review & Assess the Financial Audit Reports of the Vendors or its subcontractors:
90	Audited Balance sheet
91	Audited Profit & Loss Statement
92	Annual Reports
93	Review of expiry of Vendor's or its sub contractor's Certifications:
94	CMMI Certification
95	ISO 9001 Certification
96	ISO 14001 Certification
97	ISO/IEC 27001 Certification
98	Any Other Company Certification
99	Review the internal / external audit reports of the vendors or it's sub-contractors.
100	Review the change in the geographical locations of the significant customer base of the vendor.
101	Review the change in the geographic footprint of any third parties (supplier, introducers, sub- contractors)?
102	Are there any new litigations against the vendor ?
103	Is there any negative news or reviews against the vendor ?
104	Debarment / Blacklisted Status by any of the regulatory bodies etc.
105	Performance Evaluation of the Vendor
106	Internal Audits of the Vendor's project (Details as per Audit Policy can be added below)

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Company name:

Contact No:

Email:

Seal of Company:

Annexure 22– Performance Certificate

(To be provided on letter head of the company of client of the bidder)

To
The Assistant General Manager
CPPD Head Office
Punjab National Bank
New Delhi

Sir,

Reg.: RFP for Procurement of Colocation Service for DRS Expansion.

This is to certify that M/s _____ has supplied the below listed services and is working as our DC Colocation Service Provider.

Name & Full Address of the Organisation	Services provided by the Organisation (Rack space, Racks, Building Management Facilities, Network & communication facilities, Seating space etc.)	Date of Purchase Order and Reference No.	Date of go-live/ sign-off/ Handover document for the respective Purchase Order

The Purchase Order mentioned above is executed in totality and no part is pending for implementation

The services provided by the M/s _____ are satisfactory and working as per the requirement of our organization since the date of go-live/ sign-off to 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 23 – Authorization Letter for Authorized Signatory

(To be provided on letter head of the bidder)

To
The Assistant General Manager
CPPD Head Office
Punjab National Bank
New Delhi

Sir,

REG.: RFP for Procurement of Colocation Service for DRS Expansion.

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 including clarification, gap documents, etc. related to this RFP under his/her signature for participation in the captioned RFP process.

The signature of _____(name of the authorized signatory) is attested herewith.

Signature of Authorized Signatory _____ (Attested)

Date: _____

Place: _____

Yours faithfully

Signature of Director/Company Secretary/Equivalent Authorized Board Member Name of the Signatory:

Designation:

Seal of Company:

Indicative Checklist

Reg.: RFP for Procurement of Colocation Service for DRS Expansion..

Sr. No.	Document	Compliance (Yes/No)
1.	<p>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. In case signature of authorised signatory of the bid is not authorised by Company Secretary/ Director in the Board Resolution, Bidder must provide Authorisation letter as per Annexure-23 along with Board Resolution.</p> <p>Further, In Case, the authorized person in Board Resolution delegates authority to another person of the company to sign the Bid documents, Power of Attorney 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 along with certified copy of the latest Board Resolution .</p> <p>This is to be submitted for all the Bidder(s) involved.</p>	
2.	Copy of Certificate of incorporation and any other certificate of registration issued by Competent Authority from Government of India.	
3.	<p>Copy of Work Order/Purchase Order AND Any of the following</p> <p>1. Performance Certificate as per Annexure –22</p> <p>2. Confirmation Mail originating from client's email domain mentioning the details as required in Annexure 22</p>	
4.	Provide CA Certificate as per Annexure-7 and Audited Financial statements (Balance sheet and Profit & Loss statement) for three (3) consecutive financial years i.e., FY2021-22, FY2022-23 and FY2023-24. The CA certificate provided in this regard should be without any riders or qualification.	
5.	Undertaking to be submitted stating 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 Director or Employee of the Bank.	
6.	Undertaking to be submitted stating that the Bidder and its subsidiaries should not have been engaged with Punjab National Bank for consultancy services related to IT/ Digital Products during last 3 years as on bid submission date.	
7.	Undertaking to be submitted stating that DC Colocation services being offered to the Bank shall be managed by the bidder himself and not outsourced.	
8.	valid Tier-III or Rated 3 certificate, or above.	
9.	Annexure-1 Undertaking from The Bidder	

10.	Annexure-2 Eligibility Criteria of The Bidder	
11.	Annexure-3 Bidder's Information	
12.	Annexure-4 Compliance Statement	
13.	Annexure-5 Litigation Certificate	
14.	Annexure-6 Undertaking for Non-Blacklisted	
15.	Annexure-8 Performa For Integrity Pact	
16.	Annexure-9 Performa for the Bank Guarantee	
17.	Annexure-10 Non-Disclosure Agreement	
18.	Annexure-11 Escalation Matrix	
19.	Annexure-12 Undertaking for Labor Law Compliance	
20.	Annexure-13 Self-declaration for compliance to RBI master direction on outsourcing of it services	
21.	Annexure-14 Bill of Material of Offered Services (BOM)	
22.	Annexure-15 Performa for indicative commercial bid.	
23.	Annexure-16 Compliance Statement cum Price confirmation letter – Reverse Auction	
24.	Annexure-17 Technical and Functional Specifications Compliance	
25.	Annexure-18 Scoring Method	
26.	Annexure-19 Certificate Regarding Land Border Clause by Bidder	
27.	Annexure-20 Undertaking from Bidder/Service Provider for leased or owned premises	
28.	Annexure-21 Undertaking for compliance of onboarding checklist	

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact no.:

Seal of Company