



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001

Response to Pre-Bid queries for RFP: “Subscription of Portfolio Account Review Services from Credit Information Companies (CICs)”

Sr. No	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks	Bank's Response
1	7	Section I(1) - Notice Inviting Tender (NIT)/ Request for Proposal (RFP)	Procurement of subscription of Portfolio Account Review services from Credit Information Companies (CICs) for a period of 6 months	Can contract period be extended for more than 6 months?	Please be guided as per RFP
2	19	Duration of Contract	Bank may extend the contract for 1 Year with a tranche of 6 months on same terms and conditions	Can PNB extend the initial contract for more than 6 months so that extension with a tranche of 6 months can be applicable?	Please refer corrigendum
3	28	Annexure V - A2	Bidder should conduct pre-screening of banks existing customer data at least Quarterly to segment customers	Commercial format not shared for this scope of work	Clarification: The cost should include all activities defined in scope of work.
4	28	Annexure V - A3	Ensure standard encryption for SFTP data sharing with proper user access and identity management.	Data on SFTP should be encrypted/ decrypted? If yes then who would share the encryption/ decryption key?	Please be guided as per RFP



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

5	28	Annexure V - B1	The solution should return alert / trigger response message for enquiries made on products subscribed outside Punjab National Bank by customers on watch list.	If inquiry triggers are shared for all products, then what would be the challenge faced by PNB? What would be the frequency of watch list updation by PNB?	Please be guided as per RFP
6	28	Annexure V - B2	Frequency of alert generation in batches to be shared through SFTP up to 4 times per day or as preferred by the Bank.	Please confirm time of frequency of alert generation.	Please refer corrigendum
7	28	Annexure V - B2	Enquiry Date and time	If only date is provided then will it work?	Please be guided as per RFP
8	29	Annexure V - D1	Generate periodic (at least Quarterly) detailed MIS reports of the alerts generated through dashboard/presentation.	Monthly reconciliation report shall be shared on SFTP rather than dashboard/ presentation.	Please be guided as per RFP
9	10	Section I: Notice Inviting Tender (NIT)/ Request for Proposal (RFP)- Clause 7 Disclaimers and Rights of Procuring Entity	Following terms are used in the document interchangeably to mean: I. Recipient, Respondent, Bidder means the respondent to the RFP document. II. RFP means the "Request for Proposal" document. III. Proposal, Bid means "Response to the RFP Document". IV. Tender means RFP response documents prepared	Can Data Centre (DC) and DR/DRC/DRS means Disaster Recovery Site both be located at Mumbai? As in the RFP Document DC is in Delhi. Request confirmation.	Clarification: Bank has shared details of it's own DC/DR locations for bidder's information.



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<p>by the Bidder and submitted.</p> <p>V. Vendor means the bidder, successful bidder, and successful vendor.</p> <p>VI. CBS means Core Banking Solution implemented in the Bank.</p> <p>VII. DC means Data Centre located at Delhi.</p> <p>VIII. DR/DRC/DRS means Disaster Recovery Site located at Mumbai</p> <p>IX. Purchaser here refers to Bank.</p>		
10	15	Section II: Instructions To Bidders (ITB) / Award Criteria	<p>The work will be awarded to two successful bidders i.e. L1 & the other successful bidder matching L-1 bidder as mentioned above in each segment (consumer and commercial)</p>	<p>We require an estimate of the Volume to confirm the price. The Special Pricing Letter from TU CIBIL will need to be signed by Bank to complete the compliance process and enable invoicing. A Minimum Estimated Volume will be mentioned in the Special Pricing Letter. In case of matching L1 Price situation, we will need to seek internal committee approvals basis the L1 Pricing that is selected. Suppose the L1 Pricing is</p>	Please refer corrigendum



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

				unreasonable or near to free, we would request bank to disqualify the bidding process and go for reasonable mutually agreeable rate as a Paid Proof Of Concept for 6 months.	
11	19	Section III: Appendix to Instructions to Bidders (AITB) 6. Performance Bank Guarantee-	The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under: 1. The successful bidder(s) shall has(ve) to submit Performance Bank Guarantee to Bank within one month of LOI/ Empanelment letter/ Purchase order amounting of 10.00 Lakhs for 9 months (6 Months with 3 Months claim period). In case of extension of contract, bidder needs to provide new Bank Guarantee one month prior to expiry of existing Bank Guarantee. In case contract is being extended, PBG amount shall be 5% of total contract cost based on historical payout for last 6 months.	Please confirm upon successful winning of the RFP, which of these document shall be issued- LOI or Empanelment letter or Purchase order? As throughout the document there is no clarity. Only PBG is mentioned for after the bid is won. DD should also be allowed as PBG is a very long process at our end.. Also the Special Pricing Letter from TU CIBIL will need to be signed by Bank to complete the compliance process and enable invoicing.	Please refer corrigendum



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

12	21	Section III: Appendix to Instructions to Bidders (AITB) 10. TIMELINES	2 weeks from signing of contract for starting sharing output on SFTP. 10 weeks from signing of contract for API integration (if available with CICs)	Signing of the contract can be a parallel process once the signing authority name is provided to us, the services to be delivered can be initiated basis PO issuance.	Please refer corrigendum
13	21	Section III: Appendix to Instructions to Bidders (AITB) 11. PAYMENT	Payment will be done on actual number of triggers monthly. Payment will be done on MONTHLY ARREAR BASIS	Payment is due within 30 days of raising invoice. Invoice is raised after services are delivered, unless there is fixed fee agreed.	Please refer corrigendum
14	21	Section III: Appendix to Instructions to Bidders (AITB) 12. PENALTY	If the services are not provided as per agreed timelines between bank and CICs, payment will be made after deducting 50% of cost per trigger for such enquires. Further, if timelines are breached / service are not provided for continues 5 calendar days, bank may also terminate the contract.	This is not viable; payment will be made as per number of triggers delivered. Operational reconciliation is not possible for 4hr delivery. The Triggers delivered count will be calculated and billed on a monthly basis, Bank may verify the same and suggest in case of discrepancy	Please be guided as per RFP
15	28	ANNEXURE – V : Detailed Scope of Work Sr No A. Pre- screening	Bidder should conduct pre-screening of banks existing customer data at least Quarterly to segment customers based on their CIC score (soft pull), default in past, presence to adverse comments, present	It will be done basis mutually decided criteria with Bank and we will be sharing only the eligible account numbers and not the scrub output.	Please be guided as per RFP



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			delinquency with Other Credit Institutions of the customer to finalize the watch-list.		
16	28	Enquiry Alerts Sr No B. Point No 2	Frequency of alert generation in batches to be shared through SFTP up to 4 times per day or as preferred by the Bank.	Realtime delivery for commercial Triggers through SFTP is not available, its T+1	Please refer corrigendum
17	28	Enquiry Alerts Sr No B. Point No 4	In the case of API integration, the alert must be generated in real time	Near Real Time delivery for Consumer Enquiry Triggers and T+1 For commercial Enquiry Triggers	Please refer corrigendum



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

18	28	ANNEXURE – V Detailed Scope of Work / Point No 5	Alerts should comprise of the below data points (non-exhaustive): • Account no and Name (as shared in Watchlist) • Enquiry Type • Enquiry Loan Amount • Enquiry Date and time • Enquiry Mobile no. Enquiry Address • Enquiry Pin-code • Lender Type (Compulsory for Commercial Trigger Only) • * Bank may add / remove data points without any additional cost	The output headers are different for consumer and commercial, the exhaustive formats for both can be referred by the bank and the headers relevant to Bank CRM can be consumed. In consumer Trigger we do not provide the Enquiry mobile number/ Enquiry Address/Enquiry Pin-code. Will share the latest available information in bureau not the enquiry information. For commercial Triggers the Enquiry Mobile no., Enquiry Address, Enquiry Pin-code is not available	Please refer corrigendum
19	29	Security Aspect Sr No C Point No 8	3 months - historical data of the pre-screening and alerts shared must be retrievable as required by the Bank.	The data will be available as per purging policy	Please be guided as per RFP
20	29	Section III: Appendix to Instructions to Bidders (AITB)	Trigger suitable communication to the Bank by email/SMS	Delivery via SMS is not feasible. However, we suggest dissemination of such triggers through the Bank's existing CRM which can further send Email & SMS as applicable	Clarification: Notification to be provided to Bank only and not to the customer.



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

21	37	Section III: Appendix to Instructions to Bidders (AITB) ANNEXURE-VII Performa for The Bank Guarantee	In Consideration of Punjab National Bank, CPPD, Head Office, 5, Sansad Marg, Delhi-110001 (hereinafter called 'the beneficiary) having rate contract dated XXXXXXXX on M/s XXXXXXXXXXXXXXXXXXXX., having its registered office at XXXXXXXXXXX XXXXXX (hereinafter called "the Supplier/service provider")	The format has masked information "XXXXXXXX". As this is a PDF copy and we cannot edit any information request to share Word copy.	Please be guided as per RFP
22	51	Section IV: General Terms & Conditions 2- Termination of Contract	The quality of items/services supplied by the bidder will be reviewed and if the services and quality of goods are not found satisfactory, bank reserves the right to terminate the contract by giving 30 days' notice to the bidder. The decision of the bank regarding quality of items/service shall be final and binding on the bidder.	Termination for Convenience by giving 30 days written notice is repetitive in the Document. We propose deletion of repetitive clause.	Please be guided as per RFP



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

23	51	Section IV: General Terms & Conditions 3- Data Purging / Destruction Clause	The vendor should ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital & physical), if necessary. To ensure the seamless transition, the vendor should cooperate fully with the Bank/the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.-	We understand that this clause shall be applicable in the event successful bidder has not been able to render services to the satisfaction of the Bank. Then in that case Bank shall terminate the contract with successful bidder and new bidder shall be empanelled in that case. Please clarify that how as a CIC we can purge, delete, revoke, alter, update any data upon instruction of the Bank	Clarification: Data shall be purged/ securely removed upon request by Bank for this specific project.
24	56	Section IV: General Terms & Conditions 10-Confidentiality	Even if a Successful Bidder's employee leaves the job or his services are terminated/expires, the Successful Bidder shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorized profits out of it. Successful Bidder 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	In case the Company is a successful bidder it is not feasible to monitor the actions of its ex-employees. Request deletion.	Please be guided as per RFP



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			confidential information in such circumstances		
25	58	Section IV: General Terms & Conditions 13- Intellectual Property Rights	The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the	We note that there are 2 separate clauses for IPR viz. Clause 9 for Patent Rights and Clause 13- Intellectual Property Rights. We propose deletion of one of the clauses as this will be repetitive.	Please be guided as per RFP



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.		
26	58	Section IV: General Terms & Conditions 15- Indemnification	SUCCESSFUL BIDDER/VENDOR 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 the SLA or otherwise for which the SUCCESSFUL BIDDER has assumed responsibilities including those imposed under any SLA, local or national law or	There are multiple clauses on indemnity. Request deletion of the repetitive clauses.	Please be guided as per RFP



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the SUCCESFUL BIDDER in connection with the performance/discharge of its obligations under the SLA. The SUCCESFUL 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 the SLA and to protect the Bank during the tenure of the SLA.		
27	60	Section IV: General Terms & Conditions 17-GOVERNING LAW AND DISPUTES	All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably within reasonable time. If, however, the parties are not able to find a resolution to issues amicably within reasonable time, the same	We propose courts at Mumbai having exclusive jurisdiction in case any dispute arises. The seat and venue of the arbitration we propose to be Mumbai instead of New Delhi.	Please refer corrigendum



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<p>shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The matter shall be referred to a sole arbitrator pursuant to issue of a notice invoking arbitration in writing to the other party clearly setting out the specific dispute(s). Sole arbitrator, will be appointed mutually by the parties. If the parties fails to appoint sole arbitrator, the same will be appointed as per the terms of the Arbitration and Conciliation Act, 1996 The award passed by sole Arbitrator shall be binding on the parties. The seat and venue of the arbitration shall be at Delhi. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. Service Provider shall continue to work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in</p>		
--	--	--	--	--	--



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<p>writing that the events are such where work cannot possibly be continued or until the arbitrator's decision to the contrary, as the case may be, has been obtained by Service Provider. 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 Service Provider which may be adjusted by the Bank from the Performance Bank Guarantee and/or any amount to the credit of or payable to Service Provider, being treated in default, so that the business of the Bank is not disrupted. Parties shall bear their own costs.</p> <p>The venue of the arbitration shall be Delhi. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Delhi, India only.</p>		
--	--	--	--	--	--



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

28	v	Time Schedule & Other Details of the Tender	Earnest Money Deposit (EMD) Note: MSE/Startup bidder is exempted from payment of EMD if bidder furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of EMD.	There is an ambiguity in the amount for EMD / PBG. At few places its stating as INR 9,42,000 however at one place its INR 10 lakhs. Request confirmation.	Clarification: Bidder to submit EMD of Rs. 9.42 Lakhs at the time of bid submission. Further, PBG of Rs. 10.00 Lakhs to be submitted by successful bidder only.
29				Format of SLA and NDA is not provided. Request the said drafts for review.	Please be guided as per RFP
30				Trigger subscription process - Bank need to share an order form and share the list of account numbers on SFTP for trigger subscription.	Please be guided as per RFP
31	Page 60	Section IV - General Terms and Conditions, Point 18	Regarding the uncapped liability of Experian in respect of certain scenarios	While the aggregate liability of the Vendor is generally capped to the maximum of the contract value, the concerned clause has specifically provided for exceptions whereunder the liability shall be uncapped - for example, in case of obligations to indemnify the Bank for any third party claims or any	Please refer corrigendum



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

				liability arising due to gross misconduct or wilful negligence of the Vendor, which cannot be accepted by Experian. The exceptions to limitation of liability will need to be discussed.	
32	Page 58	Section IV - General Terms and Conditions, Point 15	Regarding the scope of indemnity obligations and absence of similar obligations on the Bank	As explained in the previous point, the indemnity obligations of the Vendor are uncapped. Such uncapped indemnity obligations for claims pertaining to breach of IP rights etc. will amount to a exponential exposure for Experian. We would also require similar obligations on the Bank to indemnify Experian for any breach of third party IPR or for any breach of law. Indemnity provisions will need to be discussed.	Please be guided as per RFP
33	Page 51	Section IV - General Terms and Conditions, Point 1	Regarding the requirement of providing liquidated damages for any breach in provision of concerned services	As a matter of company policy, Experian is not permitted to agree to liquidated damages for any failure to meet an delivery milestones for this type of	Please be guided as per RFP



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

				service. As Experian is also required to provide a performance bank guarantee under the Agreement, the same can be invoked by the Bank for any non-performance.	
34	Page 21	Section III - Annexure A - Specific Terms and Conditions, Point 12 & 14	Regarding the provision for imposing penalty on Experian for any delay/issue in the provision of the concerned services	As a matter of company policy, Experian is not permitted to agree for imposition of any penalty for any delay in meeting any delivery milestones for this type of service. As Experian is also required to provide a performance bank guarantee under the Agreement, the same can be invoked by the Bank for any non-performance.	Please be guided as per RFP
35	Page 59	Section IV - General Terms and Conditions, Point 17	Regarding the requirement of compulsory arbitration for dispute resolution	As a matter of company policy, Experian does not agree to arbitration as a means of dispute resolution due to the costs entailed with it. This will need to be discussed.	Please refer corrigendum



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

36	Page 52	Section IV - General Terms and Conditions, Point 2	Regarding the Bank's right to terminate the Agreement at its convenience	While the clause pertaining to the 'Termination of Contract' lists out the specific instances which would give the Bank the right to terminate the contract with a 30 day notice period, the subsequent clause provides for the Bank's right to terminate the contract after giving a 30 day notice and without citing any reasons for the same. This clause would require a go-ahead from Business.	Please be guided as per RFP
37	Page 61	Section IV - General Terms and Conditions, Point 20	Regarding the requirement of the Vendor's compliance with the provisions of the Digital Personal Data Protection Act, 2023	While Experian is willing to ensure its compliance with the applicable data protection laws currently in force, namely, the Information Technology Act 2000 and the allied Sensitive Personal Data Rules 2011, compliance with Digital Personal Data Protection Act 2023 can only be confirmed once the said law comes into force. This will need to be discussed.	Please refer corrigendum



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

38	Page 28	Section A-Pre-Screening , Point 1 , C	Regarding Detailed Scope of Work	Manually through Application User Interface (if any)- Not Clear	Please be guided as per RFP
39	Page 28	Section B-Enquiry Alerts, Point 2	Regarding Detailed Scope of Work	Frequency of alert generation in batches to be shared through CIC SFTP in every 6 hours for data exchange	Please refer corrigendum
40	Page 29	Section C-Security Aspects Ponit 2	Regarding Policies and Procedures- The solution should adhere to all security guidelines of the Bank/RBI	Experian follows the Security Best Practices Globally and RBI Regulatory Guidelines with respect to security solution. Experian cannot follow Bank's policies considering the nature of the Organization and the services in scope.	Please refer corrigendum
41	Page 29	Section C-Security Aspects Ponit 8	Regarding Historical Data- 3 months - historical data of the pre-screening and alerts shared must be retrievable as required by the Bank.	Experian do not store data beyond 1 month. Experian will charge additional fees for accessing historical data beyond 3 months.	Please be guided as per RFP
42	Page 57	Section 11 - Inspection and Audit	Regarding Inspection and Audit-The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.	Experian cannot agree on Audit without notice. A reasonable time can be mutually agreed upon.	Please be guided as per RFP



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

43	Page 57	Section 11 - Inspection and Audit	The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Middleware, as per its own satisfaction, in the presence of representatives of the bidder, at any point of time by giving advance notice.	Experian cannot allow unrestricted access to the Bank except the Regulatory authority.	Please be guided as per RFP
----	------------	---	---	--	-----------------------------



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001

Punjab National Bank



Corrigendum -1

RFP for Subscription of Portfolio Account Review Services from Credit Information Companies (CICs)

5, Parliament Street, New Delhi – 110001

E-Mail : cppd.processing@pnb.co.in

Website: www.pnbindia.in

Dated 28/02/2025



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

CORRIGENDUM -1 OF RFP for Subscription of Portfolio Account Review Services from Credit Information Companies (CICs)

Sr. No.	Page No. in RFP	RFP Clause Name & No.	Existing Clause	Revised Clause
1	15	Award Criteria	<ul style="list-style-type: none">L1 bidder(s) will be decided based on lowest rate quoted in commercial Bid for Table1 and Table 2 separately. Bank at its sole discretion, may negotiate with L1 bidder(s).L2 bidder will have to match the final prices offered by L1 bidder. In Case, L2 denies matching the Price then Bank at its sole discretion, may offer L3 to match the price of L1 and so on.The work will be awarded to two successful bidders i.e. L1 & the other successful bidder matching L-1 bidder as mentioned above in each segment (consumer and commercial).	<ul style="list-style-type: none">L1 bidder(s) will be decided based on lowest rate quoted in commercial Bid for Table1 and Table 2 separately. Bank at its sole discretion, may negotiate with L1 bidder(s).Bank will enter into agreement with the successful bidder i.e. L1 bidder & bank at its discretion may onboard one or more bidder(s) subject to condition that they match the price of L1 bidder in each segment individually.



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<ul style="list-style-type: none"> The payments will be done on actual basis i.e. actual triggers generated and shared with bank. 	<ul style="list-style-type: none"> The payments will be done on actual basis i.e. actual triggers generated and shared with bank.
2.	18	2. PURPOSE OF THE PROJECT	<p>Bank is in the process of Procurement of subscription of Portfolio Account Review services from Credit Information Companies (CICs) for a period of 6 months. The purpose of this RFP is to invite all Credit Information Companies (CICs) for Subscription of Portfolio Account Review services from Credit Information Companies (CICs)". Bank may empanel two bidders for each segment i.e. consumer and commercial.</p>	<p>Bank is in the process of Procurement of subscription of Portfolio Account Review services from Credit Information Companies (CICs) for a period of 6 months. The purpose of this RFP is to invite all Credit Information Companies (CICs) for Subscription of Portfolio Account Review services from Credit Information Companies (CICs)". Bank may empanel one or more bidder for each segment i.e. consumer and commercial.</p>
3.	19	6. PERFORMANCE BANK GUARANTEE/ Demand Draft as Performance Security	<p>1. The successful bidder(s) shall has(ve) to submit Performance Bank Guarantee to Bank within one month of LOI/ Empanelment letter/ Purchase order amounting of 10.00 Lakhs for 9 months (6 Months with 3 Months claim period). In case of</p>	<p>1. The successful bidder(s) shall has(ve) to submit Performance Bank Guarantee to Bank within one month of LOI/ Empanelment letter/ Purchase order amounting of 10.00 Lakhs for 9 months</p>



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			extension of contract, bidder needs to provide new Bank Guarantee one month prior to expiry of existing Bank Guarantee. In case contract is being extended, PBG amount shall be 5% of total contract cost based on historical payout for last 6 months.	(6 Months with 3 Months claim period). In case of Demand Draft, it is to be made in favour of Punjab National Bank of Rs.10.00 Lacs, payable at New Delhi. In case of extension of contract, bidder needs to provide new Bank Guarantee/ Demand Draft one month prior to expiry of existing Bank Guarantee. In case contract is being extended, PBG/Demand Draft amount shall be 5% of total contract cost based on historical payout for last 6 months. After receiving new Demand Draft, amount of Rs.10.00 lacs submitted earlier, shall be returned to the successful bidder. No Interest will be paid on the amount of Performance security.
4.	21	10. TIMELINES	<ul style="list-style-type: none"> 2 weeks from signing of contract for starting sharing output on SFTP. 	<ul style="list-style-type: none"> 2 weeks from acceptance of purchase order for



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<ul style="list-style-type: none"> 10 weeks from signing of contract for API integration (if available with CICs) 	<p>starting sharing output on SFTP.</p> <ul style="list-style-type: none"> 10 weeks from acceptance of purchase order for API integration (if available with CICs)
5.	28	<p>ANNEXURE V Detailed Scope of Work S no. B Enquiry Alerts Point 2</p>	<p>Frequency of alert generation in batches to be shared through SFTP up to 4 times per day or as preferred by the Bank.</p>	<ul style="list-style-type: none"> Frequency of alert generation for consumer segment in batches to be shared through SFTP up to 4 times per day or as preferred by the Bank. Frequency of alert generation for commercial segment to be shared through SFTP in maximum T+1 day or as preferred by the Bank.
6.	28	<p>ANNEXURE V Detailed Scope of Work S no. B Enquiry Alerts Point 4</p>	<p>In the case of API integration, the alert must be generated in real time</p>	<p>In the case of API integration, the alert must be generated in real time for consumer segment and maximum T+1 day for commercial segment.</p>
7.	28-29	<p>ANNEXURE V Detailed Scope of Work S no. B Enquiry Alerts Point 5</p>	<p>Alerts should comprise of the below data points (non-exhaustive):</p> <ul style="list-style-type: none"> Account no and Name (as shared in Watchlist) 	<p>Alerts should comprise of the below data points (non-exhaustive):</p> <ul style="list-style-type: none"> Account no and Name (as shared in Watchlist)



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<ul style="list-style-type: none"> • Enquiry Type • Enquiry Loan Amount • Enquiry Date and time • Enquiry Mobile no. • Enquiry Address • Enquiry Pin-code • Lender Type (Compulsory for Commercial Trigger Only) * Bank may add / remove data points without any additional cost 	<ul style="list-style-type: none"> • Enquiry Type • Enquiry Loan Amount • Enquiry Date and time • Enquiry/latest Mobile no. (Compulsory for Consumer Trigger Only) • Enquiry/ latest Address (Compulsory for Consumer Trigger Only) • Enquiry/ latest Pin-code (Compulsory for Consumer Trigger Only) • Lender Type (Compulsory for Commercial Trigger Only) * Bank may add / remove data points without any additional cost
8.	29	ANNEXURE V Detailed Scope of Work S no. C Security aspects Point 2	The solution should adhere to all security guidelines of the Bank/RBI.	The solution should adhere to all regulatory guidelines of the regulatory authorities like RBI/ SEBI etc.
9.	12	8. Bid Earnest Money	Format for Bank Guarantee for Bid Earnest Money (EMD) as per format provided in Annexure-XVII.	Format for Bank Guarantee for Bid Earnest Money (EMD) as



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

				per format provided in Annexure-XII.
10.	12	8.Bid Earnest Money	MSE (Micro & Small Enterprises) bidder need to submit the "Bid Security Declaration" (Annexure – XVIII)	MSE (Micro & Small Enterprises)/ Start Ups bidder need to submit the "Bid Security Declaration" (Annexure – XII)
11.	V	<u>TIME SCHEDULE & OTHER DETAILS OF THE TENDER</u> NOTE Point 1.	All the interested Bidders, who have not registered earlier with e-procurement site (https://etender.pnbnet.in), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.	All the interested Bidders, who have not registered earlier with e-procurement site (https://etender.pnbnet.in), will have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
12.	12	9. Terms and Conditions of the Bidding Firms	The bidder has to accept all the terms and conditions of the RFP floated by 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 RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank.	The bidder shall accept all the terms and conditions of the RFP floated by 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 RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank.



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

13.	19	6. DURATION OF CONTRACT	<p>The contract will start from the date of signing of contract the solution and will be valid for 6 Months. Bank may extend the contract for 1 Year with a tranche of 6 months on same terms and conditions.</p> <p>Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.</p>	<p>The contract will start from the date of signing of contract and will be valid for 6 Months. Bank may extend the contract for 1 Year with a tranche of 6 months on same terms and conditions. Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP/contract.</p>
14.	21	11. PAYMENT	<p>Payment will be done on actual number of triggers monthly</p>	<p>Payment will be done on actual number of triggers monthly after deduction of applicable TDS, other taxes, charges, if any.</p>
15.	21	14. DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE:	<p>Performance of the Services shall be made by the supplier/service provider in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the supplier/service provider will result in imposition of</p>	<p>Performance of the Services shall be made by the supplier/service provider in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the</p>



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			penalty/liquidated damages and/or termination of rate contract for default.	supplier/service provider will result in imposition of penalty and /or liquidated damages as the case may be and/or termination of rate contract for default.
16.	22	15. NO RIGHT TO SET OFF:	In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.	In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder against the Bank for any payments receivable under and in accordance with that business.
17.	22	16. PUBLICITY	Any publicity relating to the work to be carried out in Bank towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Banks.	Any publicity relating to the work to be carried out in Bank towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary and with the prior permission to Bank.



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

18.	17	<p>17.COMPLIANCE WITH LAWS:</p> <p>Point1</p>	<p>1.Any bidder 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 as specified in the Annexure IX of aforesaid Order</p>	<p>1. Any bidder 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 as specified in the Annexure IX of aforesaid Order.</p> <p>“Bidder” for the purpose of aforesaid order (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies/proprietorship firm/partnership firm/LLP), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such</p>
-----	----	---	--	--



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

				person, participating in a procurement process.
19.	53-54	4. FORCE MAJEURE:	<p>The bidder or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:</p> <ul style="list-style-type: none"> a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics; b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes; c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment; 	<p>The bidder or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:</p> <ul style="list-style-type: none"> a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics; b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes; c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions,



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<p>d) Transportation delay due to force majeure or accidents;</p> <p>e) Strikes, lockouts and sabotages;</p> <p>f) Riots and civil commissions;</p> <p>g) Lockdown imposed by Govt., Pandemic declared by Govt. and Quarantine restriction imposed by the govt. etc.</p> <p>h) Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.</p> <p>i) Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure</p>	<p>breakdowns of essential machinery or equipment;</p> <p>d) Transportation delay due to force majeure or accidents;</p> <p>e) Strikes, lockouts and sabotages;</p> <p>f) Riots and civil commissions;</p> <p>g) Lockdown imposed by Govt., Pandemic declared by Govt. and Quarantine restriction imposed by the govt. etc.</p> <p>h) Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.</p> <p>i) Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to</p>
--	--	--	---	---



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<p>event. It is further made clear that the act of force majeure will not cover instances of commercial hardship.</p> <p>j) Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.</p> <p>k) Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.</p>	<p>perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. It is further made clear that the act of force majeure will not cover instances of commercial hardship.</p> <p>j) Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.</p> <p>k) Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers</p>
--	--	--	---	---



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

				without any consequences and claims. I) Instances of commercial difficulty will not be covered under "Force Majeure".
20.	59-60	1. 17. GOVERNING LAW AND DISPUTES	All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably within reasonable time. If, however, the parties are not able to find a resolution to issues amicably within reasonable time, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The matter shall be referred to a sole arbitrator pursuant to issue of a notice invoking arbitration in writing to the other party clearly setting out the specific dispute(s). Sole arbitrator, will be appointed mutually by the parties. If the parties fails to appoint sole arbitrator, the same will be appointed as per the terms of the	All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach thereof shall be settled amicably within reasonable time. If, however, the parties are not able to find a resolution to issues amicably within reasonable time, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

		<p>Arbitration and Conciliation Act, 1996 The award passed by sole Arbitrator shall be binding on the parties. The seat and venue of the arbitration shall be at Delhi. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. Service Provider shall continue to work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the arbitrator's decision to the contrary, as the case may be, has been obtained by Service Provider. 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 Service Provider which may be adjusted by the Bank from the Performance Bank Guarantee and/or any amount to the credit of or payable to Service Provider, being</p>	<p>matter shall be referred to a sole arbitrator pursuant to issue of a notice invoking arbitration in writing to the other party clearly setting out the specific dispute(s). Sole arbitrator, will be appointed mutually by the parties. If the parties fails to appoint sole arbitrator, the same will be appointed as per the terms of the Arbitration and Conciliation Act, 1996 The award passed by sole Arbitrator shall be binding on the parties. The seat and venue of the arbitration shall be at Delhi. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. Service Provider shall continue to work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the arbitrator's decision to the contrary, as the</p>
--	--	--	---



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			treated in default, so that the business of the Bank is not disrupted. Parties shall bear their own costs.	case may be, has been obtained by Service Provider. 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 Service Provider which may be adjusted by the Bank from the Performance Bank Guarantee and/or any amount to the credit of or payable to Service Provider, being treated in default, so that the business of the Bank is not disrupted. Parties shall bear their own costs.
21.	60-61	18. LIMITATION OF LIABILITY	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances, limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank: - I. Breach of the confidentiality provisions	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances, limitation of liability shall not apply and the bidder shall be liable for I. Liability of vendor for third party claims for IP Infringement;



**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<p>II. Liability to indemnify the bank.</p> <p>III. Liability for an infringement of a third party's IPR by the bidder;</p> <p>IV. Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with purchaser Bank and;</p> <p>V. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.</p> <p>VI. Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement;</p> <p>VII. Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement; This limit shall not apply to third party claims.</p> <p>a) IP Infringement indemnity</p> <p>b) Bodily injury (including Death) and damage to real property caused by successful bidder/s'</p>	<p>II. Liability of vendor (including third party claims) in case of bodily injury (including Death);</p> <p>III. Liability of vendor (including third party claims) in case of damage to real property and tangible property caused by the vendor ' gross negligence;</p> <p>IV. Liability of the vendor in case of gross negligence or willful misconduct attributable to the vendor and/or its employees while providing services under this Agreement;</p> <p>V. Liability of the vendor in case of fraudulent acts or willful</p>
--	--	--	--	--



ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

**CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001**

			<p>gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender.</p>	<p>misrepresentation attributable to the vendor and/or its employees regarding the services provided under this Agreement;</p> <p>VI. Breach of confidentiality by vendor;</p> <p>VII. Employment liabilities for vendor's staff/employee relating to the period of their employment within contractual period while working with Bank;</p> <p>VIII. Liability of vendor to indemnify the Bank.</p> <p>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</p>
--	--	--	---	---



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

CENTRALIZED PROCUREMENT & PARTNERSHIP DIVISION, HEAD OFFICE
5, PATEL CHOWK, SANSAD MARG AREA, NEW DELHI-110001

				bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault/ negligence of the vendor
22.	61	20. DATA PROTECTION	Successful bidder will ensure compliance to Data Security, Data Secrecy, Data privacy related issues and comply with the digital personal data protection Act,2023, The Digital Personal Data Protection Act- 2023 and other applicable laws in force from time to time pertaining to digital and personal data protection and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.	Successful bidder will ensure compliance to Data Security, Data Secrecy, Data privacy related issues and comply with the digital personal data protection Act,2023, and other applicable laws in force from time to time pertaining to digital and personal data protection and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.