



**REQUEST FOR PROPOSAL (RFP) FOR
SUPPLY, INSTALLATION, COMMISSIONING
AND MAINTENANCE OF NMS (NETWORK
MONITORING SYSTEM) SOLUTION**

PUNJAB NATIONAL BANK

Information Technology Division

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New Delhi - 110 001

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Invitation for Request for Proposal (RFP)

PNB invites proposals from reputed bidder for Procurement of NMS (Network Monitoring System) Solution. 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 are also published on the PNB Website

Common Terms of Reference / Definition

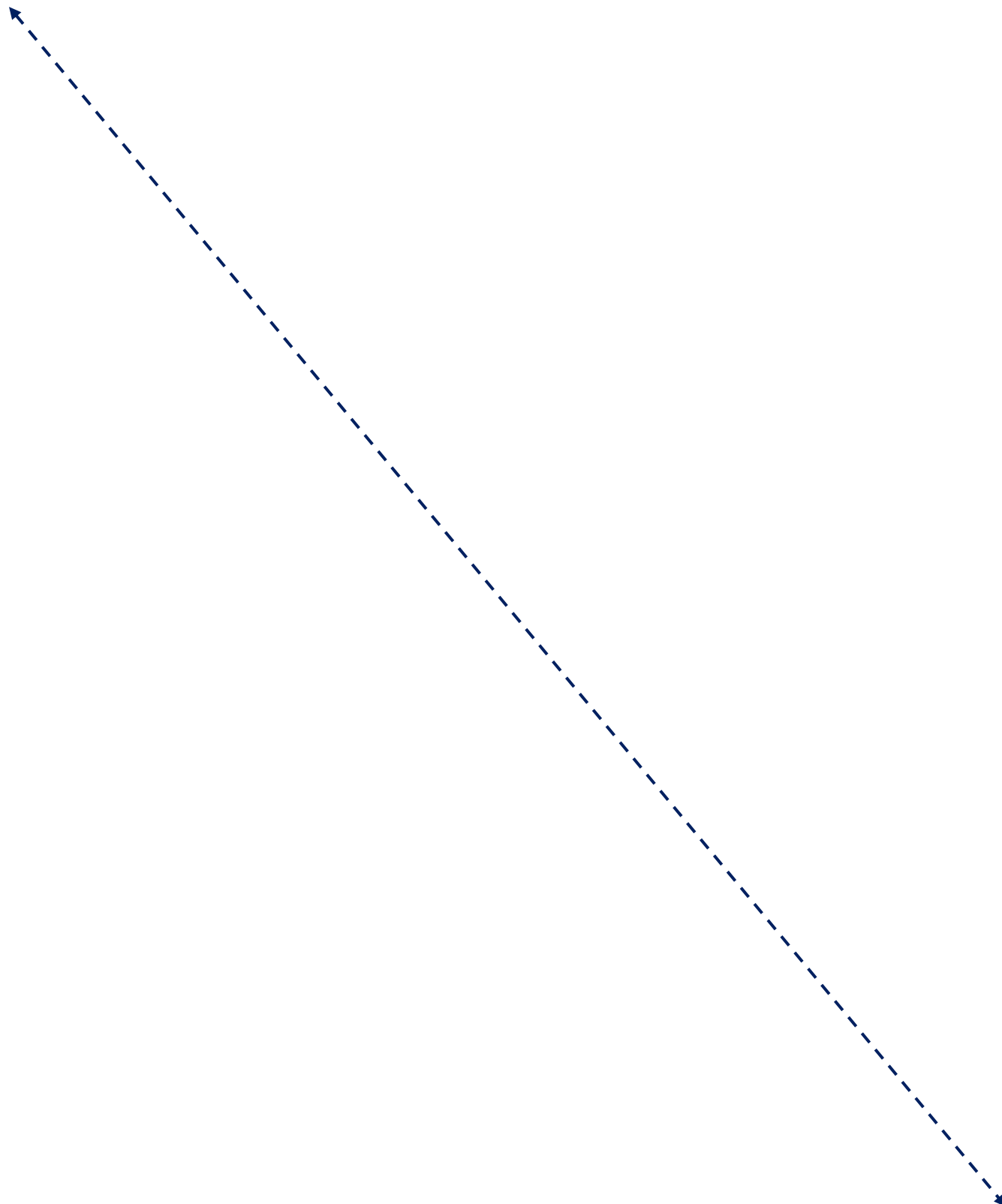
ABBREVIATIONS

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

S No.	Abbreviations	Description / Full form
1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	API	Application Programming Interface
4.	BFSI	Banking, Financial Services, and Insurance
5.	BG	Bank Guarantee
6.	BOM	Bill of Material
7.	DD	Demand Draft
8.	DI	Delivery Instructions
9.	DIT	Department of Information Technology
10.	EMD	Earnest Money Deposit
11.	OEM	Original Equipment Manufacturer
12.	OSD	Original Software Developer
13.	GST	Goods and Service Tax
14.	HO	Head Office
15.	EBP	External Business Partners
16.	LD	Liquidated Damage
17.	MSE	Micro and Small Enterprises
18.	MSME	Micro Small Medium Enterprises
19.	NI Act	Negotiable Instruments Act
20.	OEM	Original Equipment Manufacturer
21.	PSB	Public Sector Bank
22.	EOL	End of Life
23.	EOSL	End of Support life
24.	UAT	User Acceptance Testing
25.	RCA	Root Cause Analysis
26.	AV	Anti-Virus

27.	ACL	Access Control List
28.	BCP	Business Continuity Planning
29.	CBS	Core Banking Solutions
30.	CLI	Command Line
31.	CUG	Closed User Group
32.	DC	Data Center
33.	DR Site	Disaster Recovery Site
34.	EMD	Earnest Money Deposit
35.	GRE	Generic Routing Encapsulation
36.	GUI	Graphical User Interface
37.	HTTPS	Hyper Text Transfer Protocol Secure
38.	ISO	International Organization for Standards
39.	LAN	Local Area Network
40.	LDAP	Lightweight Directory Access Protocol
41.	LOI	Letter of Intent
42.	NDA	Non-Disclosure Agreement
43.	NBAD	Network Behaviour Anomaly Detection
44.	NDR	Network Detection and Response
45.	NOC	Network Operation centre
46.	P&L	Profit and Loss
47.	PBG	Performance Bank Guarantee
48.	PO	Purchase Order
49.	PSB	Public Sector Bank
50.	PSU	Public Sector Undertaking
51.	QoS	Quality of Service
52.	RFP	Request For Proposal
53.	RRB	Regional Rural Bank
54.	HCI	Hyper converged infrastructure
55.	SOC	Security Operation Centre
56.	SLA	Service Level Agreement
57.	SNMP	Simple Network Management Protocol
58.	SRTP	Secure Real Time Transport Protocol
59.	SSH	Secure Shell
60.	SSL	Secure Sockets Layer
61.	STP	Spanning Tree Protocol
62.	TCO	Total Cost Outlay
63.	TCP	Transmission Control Protocol
64.	TLS	Transport Layer Security
65.	ToS	Type of Service
66.	TOR	Top of Rack
67.	WAN	Wide Area Network

68.	Audit	Audit refer to any Audit/Observation/Examination/Report/Inquiry, etc. by any authority.
69.	DAM	Database Activity Monitoring
70.	OTS	Onsite Technical Support



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1 PART – A – GENERAL TERMS AND CONDITIONS

1.1 Introduction

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

For further details, you can visit to Bank's website www.pnbindia.in

1.2 PURPOSE OF THE PROJECT:

This RFP is issued with a view to Supply, Installation, Commissioning & Maintenance of NMS (Network Monitoring System) solution for Punjab National Bank and its sponsored 9 RRBs sponsored RRBs/ Associated Organizations/overseas entities etc.

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

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

1.3 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.

1.4 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. con2.pnbp.up@gembuyer.in
2. tarun@pnb.co.in

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

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

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

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

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

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

1.5 Board Resolution Copy with Authorization Letter/ Power of Attorney

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

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

In case the OEM is unable to submit the above document, Letter of Authorization as per Annexure - 22 issued by the Competent Authority of the Company is to be submitted.

1.6 Performance Bank Guarantee

The successful bidder shall submit a performance Bank guarantee of 5% of the total contract value. The PBG should have validity of at least 66 months with a claim period of additional 6 months. In case 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 successful bidder will have to submit Performance Bank Guarantee amounting to 5% of the contract value within one month of acceptance of purchase order & initially valid for a period of 66 months with claim period of another 6 months.
2. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank
3. The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.
4. 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.
5. 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.
6. 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.
7. In case the contract is getting extended, the Vendor shall submit the Performance Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period. The Successful bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.
8. No interest on PBG will be paid by Bank.

1.7 Bid Earnest Money

Bidder has to submit the Bid Earnest Money of Rs.80,00,000/-(Rupees Eighty Lakh 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-11. The BG should have a validity of **at least 6 months from the date of submission of the bid with claim period of another 3 months**. The BG/ details of EMD should be submitted at the time of bid submission. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.

In case of unsuccessful bidder, EMD will be returned within 30 days of disqualification (Technically/Commercially) or within 30 days of completion of tender process, as the case will be and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

Details for online payment:

IFSC: PUNB0015300

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

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

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

1.8 Modification and /OR withdrawal of Bids

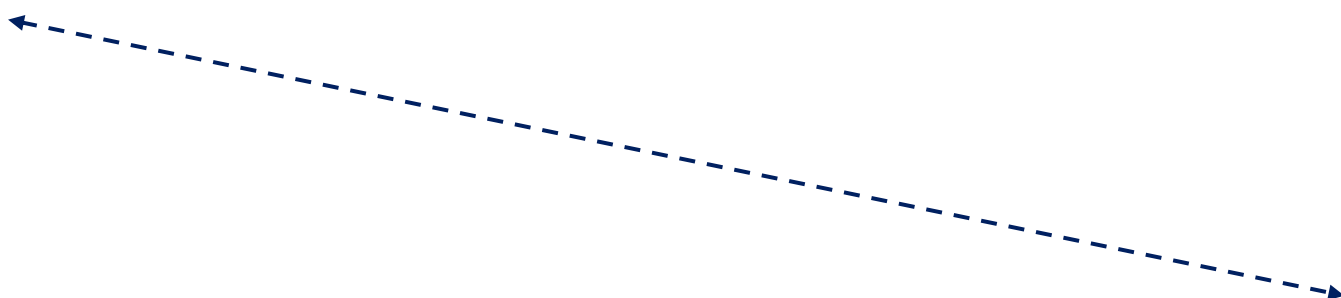
The bidder, after submitting the bid, is permitted to withdraw, substitute or modify the bid without forfeiture of Bid Security/ EMD as per terms and conditions of GeM, provided these are received, up to the date and time of receipt of the tender. Any such request received after the prescribed date and 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.

1.9 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.

1.10 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.



1.11 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.

1.12 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.

1.13 Terms and Conditions

1.13.1 Bank's Right to accept or Reject any Bid or all Bids.

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

1.13.2 Service Level Agreement

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

The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP.

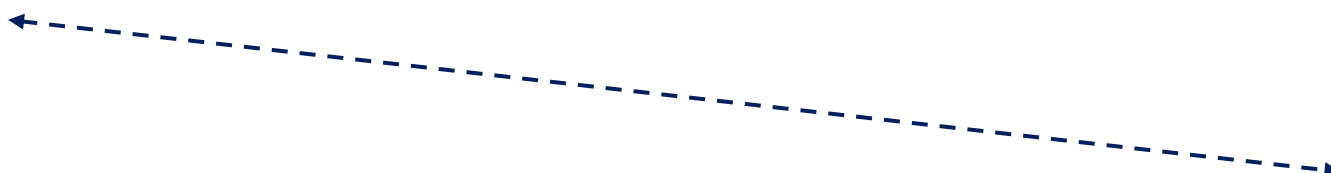
Within **30 days** of receipt of the Order/Letter of Intent, the selected Bidder shall sign and date, the Service Level Agreement (SLA), on stamp paper of appropriate value, in format of the Bank and return it to Bank. It is reiterated that the Contract/SLA to be entered into by the Selected Bidder shall be as approved by the Bank only. Bank expects that the Bidder shall be bound by the Service Levels described in this document. The SLA will be monitored and reviewed on a monthly basis.

1.13.3 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.

1.13.4 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. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.



1.13.5 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.

1.13.6 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 figure, the amount shown in words will prevail.
- c. AMC, ATS and any other amount, if asked for to be quoted specified range, and quoted under or beyond the specified range, would also be recalculated to the nearest value within the range.

1.13.7 Bid Currency

Prices shall be expressed in Indian Rupees only.

1.13.8 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.

1.14 Additional Terms and Conditions

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

1.14.1 Procurement through Local Suppliers (Make in India)

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

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

The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local

value addition is made. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, details of the location(s) at which the local value addition is made, etc.

1.14.2 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.

1.14.3 Cancellation of Bid/ Bidding Process

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

1.14.4 Land Border Clause

Any bidder (including their subcontractor, if any), OEM, OSD from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority in India. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Govt. of India, Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance (placed at Annexure 19 (A) and 19 (B)).

1.14.5 Recognition of Prior Learning

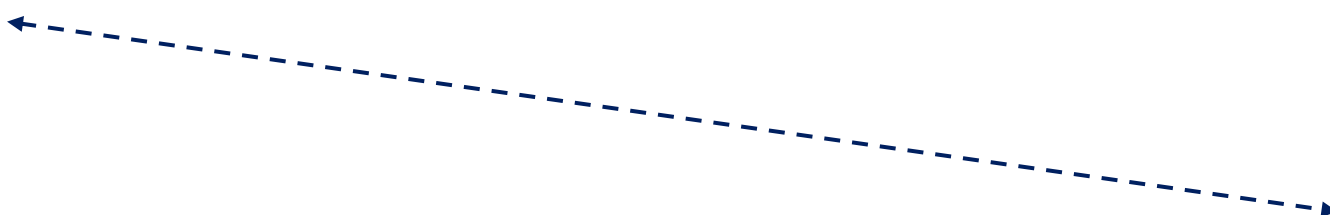
For the onsite resources: - It is mandatory requirement of formally certified skilled workforce or commitment by the bidder's/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of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

1.14.6 Indemnity

1. Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be

required to be paid by reasons of any breach of the Successful bidder's obligations under (a) this Agreement for which the Bidder has assumed responsibilities including those imposed under any Agreement, (b) local or national law or laws, or (c) in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the Successful bidder in connection with the performance/discharge of its obligations under this Agreement. The Successful bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of this Agreement and to protect the Bank during the tenure of the Agreement.

2. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Successful bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the Successful bidder under this Agreement or uses thereof, the Successful bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the Successful bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
3. Successful bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Successful bidder in writing of the Claim immediately on becoming aware of it.
4. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
5. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:
 - a. Obtain for the Bank the right to continue to use the Licensed Material.
 - b. Replace or modify the Licensed Material so that it becomes non-infringing.
 - c. If none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis.
6. The terms of this clause shall survive the termination of this Agreement.



1.14.7 Indemnification Process

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

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

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

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

1.14.8 IP Infringement Indemnity

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

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

Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.

1.14.9 Incidental Services

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

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

1.14.10 Patent Rights

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

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

1.14.11 Governing Laws and Disputes

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided

and the award made in pursuance thereof shall be binding on the Parties. Any appeal dispute pertaining to above will be subject to the exclusive jurisdiction of courts at Delhi.

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

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

The bidder/ vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder/vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

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

1.14.12 Non-Solicitation

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

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

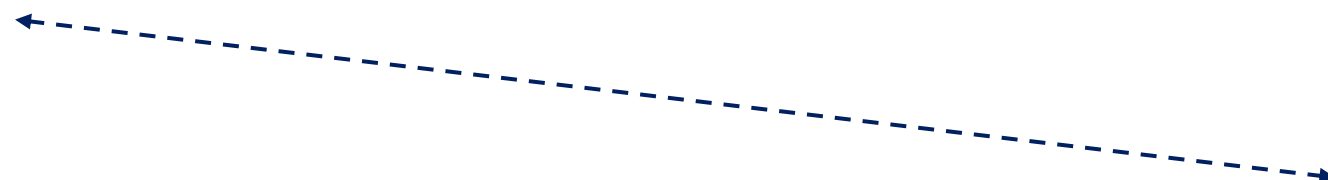
However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

1.14.13 Termination of Contract

1. Bank will have the right to terminate the contract after giving 30 Days advance notice including 15 days curing period to VENDOR in case of unsatisfactory services, non-

capable resources or non-initiation of services as per RFP timelines. Decision of the Bank regarding quality of services will be binding on the Vendor.

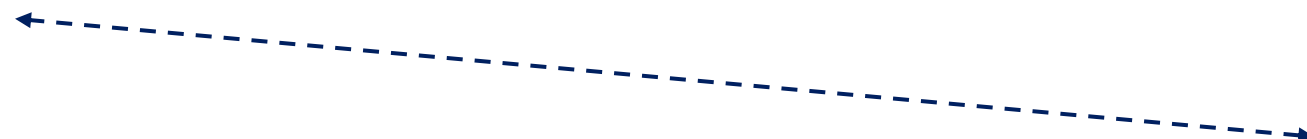
2. The Bank shall have the right to terminate/cancel the contract with the vendor at any time during the contract period, by giving a written notice of 30 days including 15 days curing period, for any valid reason, including but not limited to the following:
 - a. Non-capable resources or non-initiation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



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

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

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



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

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

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

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

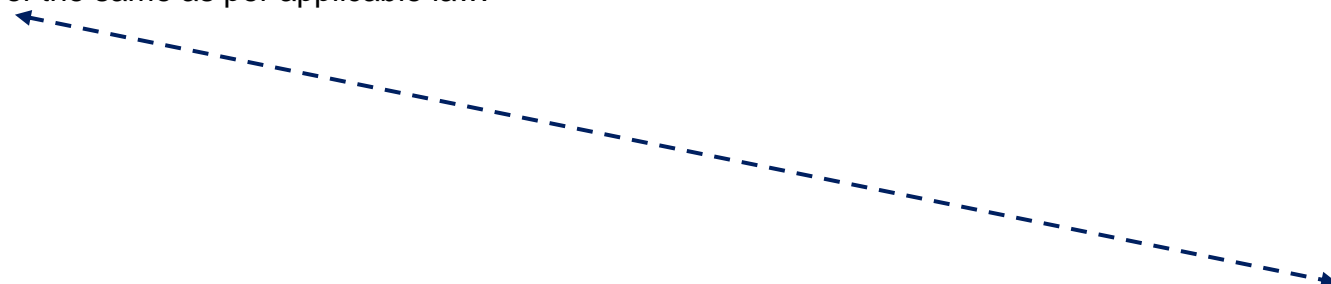
13. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.

1.14.14 Privacy & Security Safeguards

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

1.14.15 Business Continuity Plan

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



1.14.16 Data Protection

Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder shall comply with the Information Technology Act, 2000, Information Technology (Amendment) Act, 2023, 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.

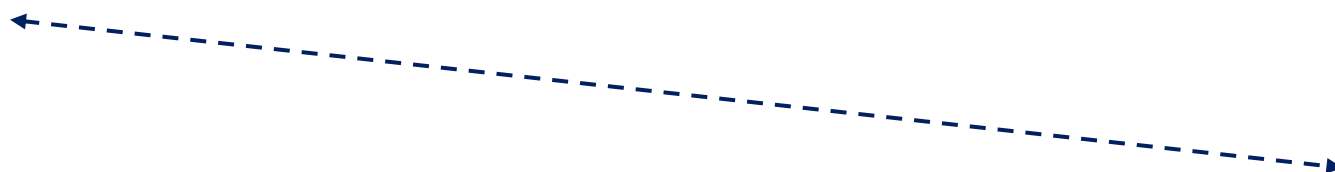
1.14.17 Conflict of Interest

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

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

1.14.18 Use of Name/Logo of the Bank

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



1.14.19 Entire Assignment

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

1.14.20 Non-Exclusivity

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

1.14.21 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.

1.14.22 Notices and Other Communications

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

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

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

1.14.23 Audit

All records with respect to any matters covered under this RFP/SLA shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any

regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

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

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

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

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

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

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

1.14.24 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.

1.14.25 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).

1.14.26 Amendment

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

1.14.27 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.

1.14.28 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.

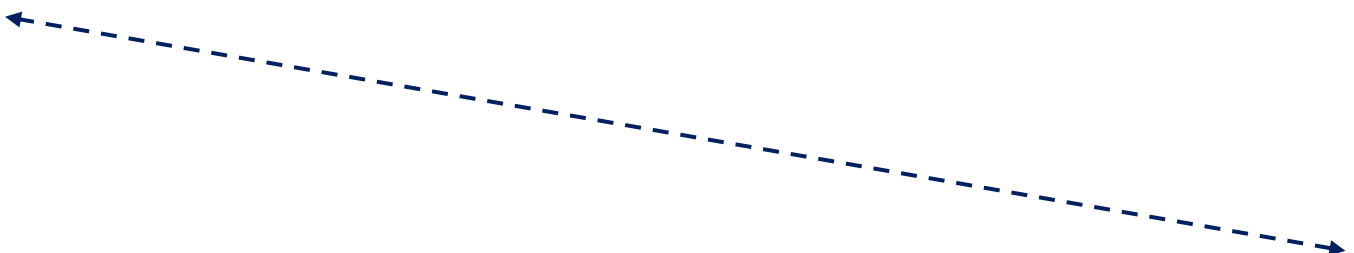
3. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document 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.

1.14.29 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.

1.14.30 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

1.14.31 Force Majeure

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

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

1.14.32 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.

1.14.33 Liquidated Damages and Penalty

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

Liquidated damages for non-delivery/ non-implementation within the prescribed time by the Bank in the RFP, shall be applicable as per the penalty clause for 3.23 Penalty due to delay in Goods/ Services.

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

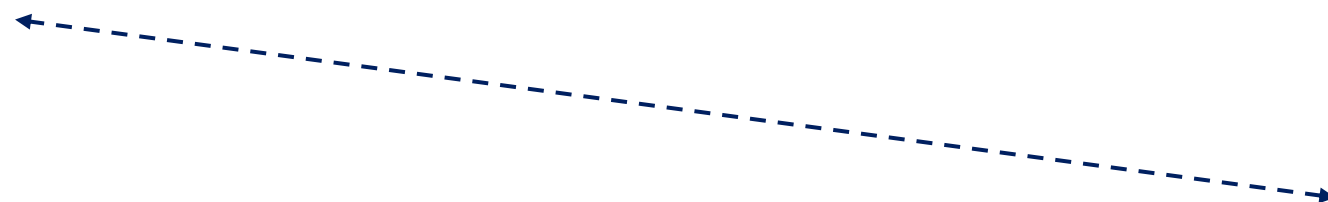
In case of termination of contract, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

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

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

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

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



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

1.14.34 Limitation of Liability

Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value including for any other breach caused due to the non-performance of the obligations of the Successful bidder under the Agreement. 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: -

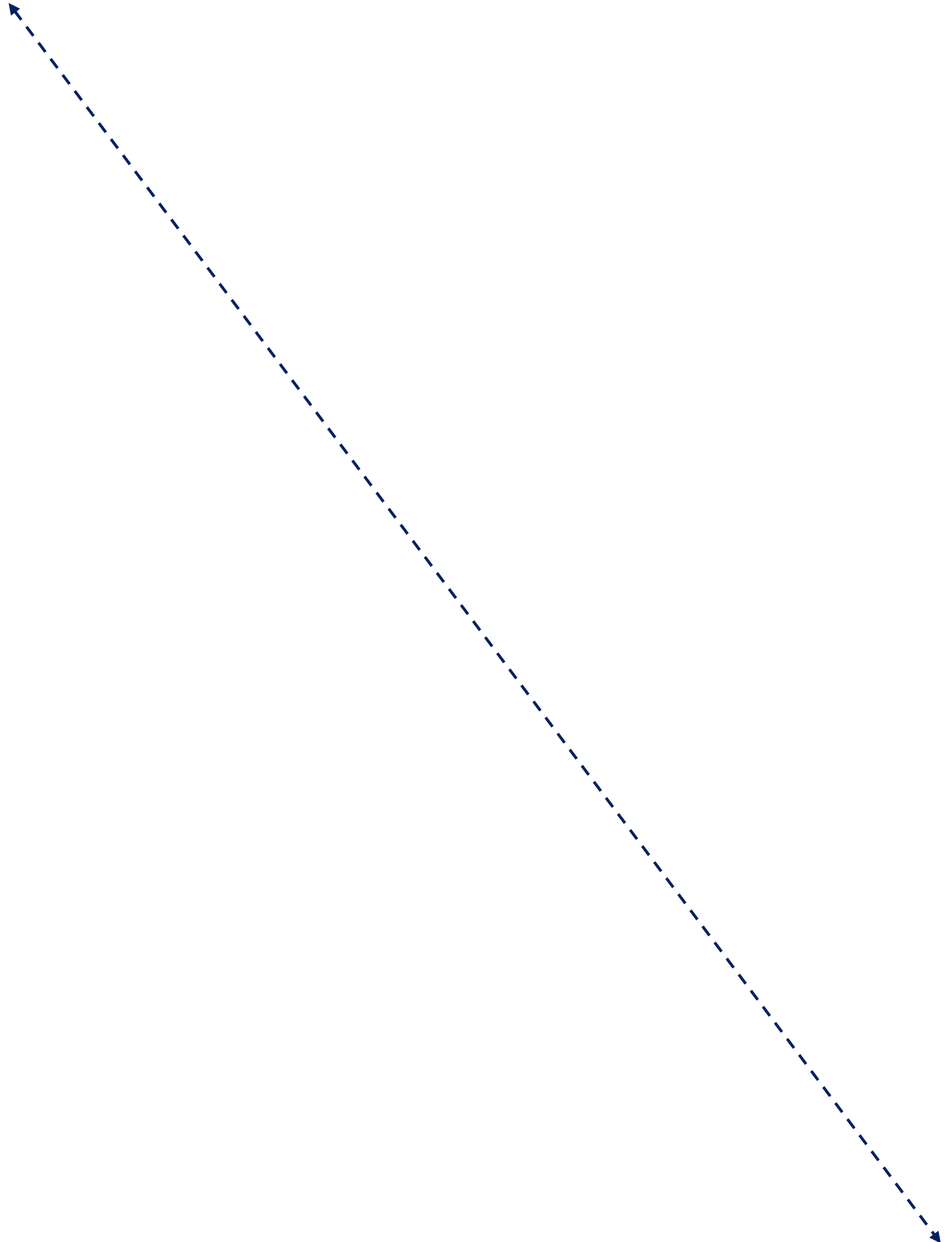
1. Liability of Vendor for third party claims for IP Infringement.
2. Liability of Vendor (including third party claims) in case of bodily injury (including Death).
3. Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross 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.

1.14.35 Data Purging

The vendor should ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital and physical), if necessary. To ensure the

seamless transition, the vendor should cooperate fully with the Bank/the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.



2 BIDDING DOCUMENT

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

2.1 Late Bid

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

2.2 Pre-Bid Meeting & Pre-Bid Queries

Bidders/OEMs are required to submit the pre-bid queries, through GeM portal. In case any bidder/OEM is unable to submit the queries through GeM, Bidders/OEMs may raise the queries through the email ID of the buyer as displayed on GeM at con2.pnbp.up@gembuyer.in and tarun@pnbp.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 Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

Queries received till 12:00 p.m of pre-bid meeting date shall only be entertained by the Bank.

Bidders/OEMs interested to attend the pre-Bid meet should have their authorization letter/email from their competent authority (hardcopy/email) to attend the pre-bid meeting clearly stating the name, designation and contact number. Only those Bidders/ OEMs whose queries and authorization letter have been received at least one working day prior to the Pre-Bid meeting date may attend the pre-bid interaction.

All Bidders should carry their ID card issued by their company. Not more than 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.

Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or AADHAAR card will not be accepted).

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.

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

2.4 Preliminary Examination

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

Bids that do not meet the basic requirements specified in the bid documents will be disqualified. Some important points (not exhaustive) on the basis of which a bid will be declared as unresponsive and be rejected 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. The EMD of all bidders will be verified. If any EMD / Bid security declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process. The bidder has not submitted Integrity Pact executed on non-judicial stamp paper of appropriate value as applicable in the state where registered office/ Head office / corporate office of the Bidder is located.
3. The bidder is not eligible to participate in the bid as per laid down eligibility criteria.
4. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

5. 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.
6. Conditional Bid submitted by the bidder shall be summarily rejected.

2.5 Minor Infirmary/Irregularity/Non-Conformity

During the preliminary examination, some minor infirmity and/or irregularity and/or nonconformity may also be found in some tenders. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document, non-submission of requisite number of copies of a document. Wherever necessary, observations on such 'minor' issues may be conveyed to the bidder through GeM portal, and so on, asking him to respond by a specified date also mentioning therein that, if the bidder does not conform Bank's view or respond by that specified date, his bid will be liable to be rejected. Depending on the outcome, such bidders are to be ignored or considered further.

2.6 Consideration of Abnormally Low Bids

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

2.7 Contacting the IEMs (Independent External Monitors)

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

2.8 Acceptance of order (order placement)

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 7 working days from the date of order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 working days from the date of order.

2.9 Taxes and Duties

The rates quoted in Commercial offer should be inclusive of all taxes and duties as per terms and conditions of GeM. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product. Bidder shall provide the breakup of the cost in the uploaded commercial file.

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

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

2.10 Information Security

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during and after the contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

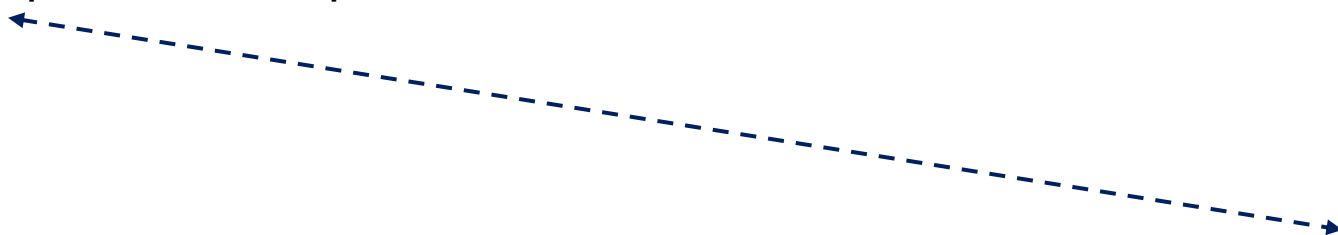
Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Vendor will be recovered from the Vendor.

2.11 Signing of Pre-Contract Integrity Pact

The bidder should submit Original Executed Integrity Pact (completely filled and without deviation) along with the technical bid. The Integrity Pact must be executed on stamp paper of appropriate value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per **(Annexure-10)**.

Integrity Pact is to be submitted on non-judicial stamp paper is to be submitted by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company.

Also, Integrity pact original hardcopy to be submitted by the bidder along with that uploaded on GeM as per above clause.



2.12 No Right to Set Off

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

2.13 Publicity

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

2.14 Compliance with Laws

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

2.15 Use of Contract Documents and Information

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

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

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

2.17 Principal to Principal Relationship

1. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Bidder. The relationship is on principal-to-principal basis.
2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
3. Punjab National Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
4. All employees/personnel/ representatives/agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the

Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.

5. The Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
6. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Bidder its prior written consent.
7. Bidder would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable The Bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour. (Regulation and Abolition) Act, 1970 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

2.18 Waiver

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

2.19 Adherence to the Cyber Security Policy

1. Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber

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

2.20 Option Clause (Variation of Quantities at the Time of Award & During Contract Period)

The Bank reserves the right to increase/decrease the ordered quantity by up to 20% of the contracted quantity at the time of award and during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.21 Cost of Bidding

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

2.22 Sub-Contracting

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

of SLA, end-to-end delivery of services and will be a single point of contact throughout the contract period.

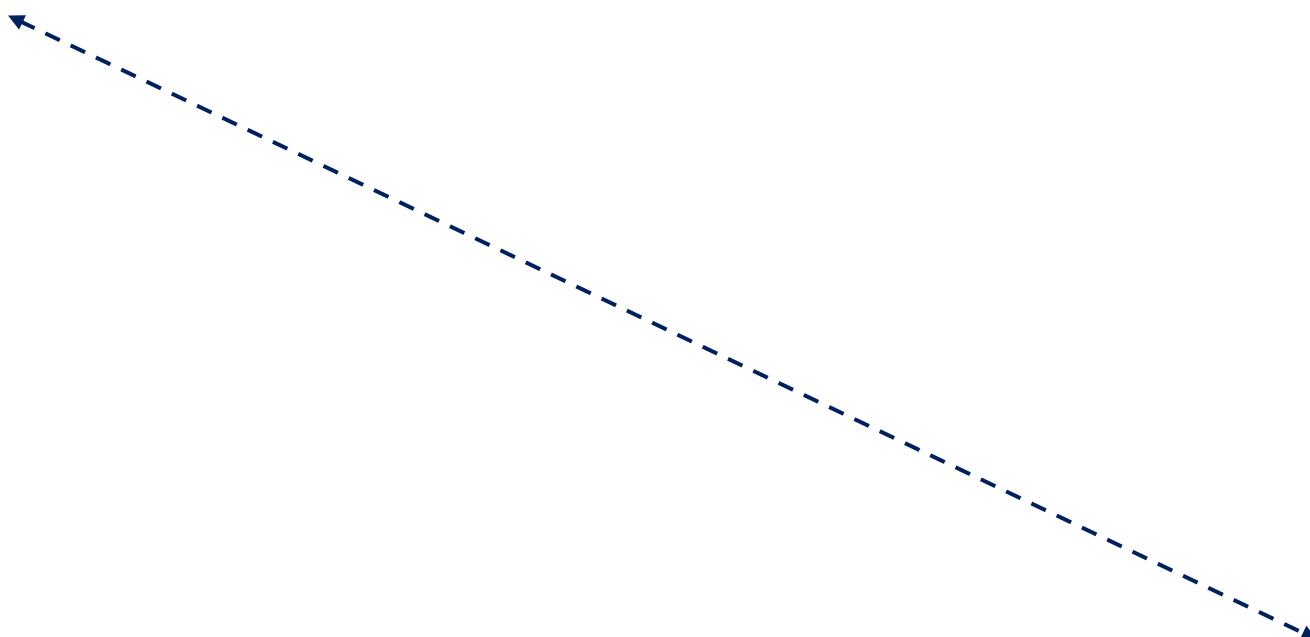
2.23 Prevention of Cartelization

In order to prevent cartelization amongst bidders, the following shall prevail as per Bank's guidelines:

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	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.

2.24 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.



Annexure - 1

3 PART – B – BID SPECIFIC CLAUSES

The Bank intends to procure NMS (Network Monitoring System) solution.

A brief overview of the requirement is outlined below, and it is mandatory for the bidder to submit its response/compliance on the following:

3.1. Scope of Work

3.1.1. Bank intends to procure, install, commission and implement the Network Monitoring System (Network Fault Monitoring, Network Performance Manager, Network Configuration Change Manager (NCCM), Network Flow Analysis (NFA)). The bidder has to do delivery, installation, implementation, commissioning, maintenance & support, monitoring & management of all the tools mentioned in the RFP for network devices/ links etc. The solutions must comprise of below features:

- Network Asset Management Tool
- Network Fault Monitoring Solution
- Network Configuration and Change Management Solution
- Network Performance Manager
- Network Flow Analyzer

3.1.2. Bidder to provide NMS solution to handle approx. 28000 number of devices, links etc. (i.e. approx. 25000 for PNB Setup and 3000 for sponsored RRB Setup etc.). NMS Solution will cover network infrastructure of the Bank and its sponsored RRBs/ Associated Organizations/overseas entities etc. The quantity mentioned in this RFP are indicative and actual quantities will be as per requirement of the Bank at the time of implementation and accordingly payment will be released. The above-mentioned Quantity of 28000 licenses may vary as per Bank' requirement. In order to arrive at cost of Licenses, unit price of license and other components quoted by the Bidder will be considered.

3.1.3. Solutions should be deployed in the Bank's DC in High Availability Mode & DR in High Availability Mode. All the proposed solutions/tools should be on premise & should work in Active-Passive mode.

3.1.4. In line to Scope, the implementation of all NMS module shall be done by OEM. The professional services team of OEM must be deputed on-site until the complete solution implementation, integration of all network devices and sign-off of all the solutions from the Bank. The bidder shall do back-to-back tie-ups with OEM for the same wherever required. The bidder should provide the Project Implementation Plan duly vetted and approved by the OEM and submit the same to Bank for approval before the start of installation/implementation of the solutions. During the implementation phase, the OEM/Bidder will provide temporary licenses. Delivery of the licenses will be considered

from the date of go-live of the solution.

- 3.1.5.** The proposed solutions should be capable of integrating with all Bank's existing setup (SIEM, Active Directory, LDAP, TACACS+, Radius, PIM, NDR, NBAD etc.) and future network infrastructure /Assets of the Bank.
- 3.1.6.** The proposed solution should be implemented in DC & DR sites of the Bank with high availability and architecture of DC-DR setup should be identical in terms of hardware capability, application scalability and availability, which may be used with the option of business continuity. Bank will use the DR site setup compulsorily during DR Drills.
- 3.1.7.** The bidder should provide complete services for the solutions under the scope as per RFP including supply, installation, implementation, integration, management, maintenance, support, audit compliance and knowledge transfer for a period of 5 years (i.e. 3 Years Warranty & 2 Years ATS post warranty).
- 3.1.8.** The hardware/servers along with its AMC will be provided by the Bank. The bidder should offer NMS solution that must be compatible with x86 based hardware (on virtualized environment on Hyper-V). The proposed solution must be based and functional on Oracle database only and the Oracle database will be provided by the Bank.
- 3.1.9.** The solution shall include all components and sub-components like software licenses, accessories as per specification & scope mentioned in the RFP. The bidder should supply any other components (if required for commissioning of the solution as a part of RFP) at no extra cost to the Bank.
- 3.1.10.** The solution must not require software agents on the devices.
- 3.1.11.** The bidder shall ensure that during the contract period, the performance, security, network availability, etc. of the Banks' existing Network Setup must not be compromised.
- 3.1.12.** The bidder shall ensure that the existing data in currently running solution should be migrated to new solution; else the bidder shall arrange to store the data of existing solution in retrievable & readable format as per Bank's requirement.
- 3.1.13.** The bidder should be responsible for all of the requirements in software, licensing, implementation of upgrades/patches/version changes etc., due to whatsoever reason but not limited to End Of Life (EOL) or End Of Support (EOS) within stipulated time but not later than one month from the date of release without any additional cost to the bank. The bidder should ensure that no devices/tools/solutions announced/ declared EOS/EOL during the contract period and if any solution is declared/announced EOS/EOL during the period of contract, the bidder should replace that solution with upgraded one without any additional cost to Bank.
- 3.1.14.** The bidder has to customize the reports from time to time as per Bank's requirement

without any additional cost to the Bank.

3.1.15. The bidder is responsible to provide operation, maintenance and support after successful implementation sign-off of the solutions as per RFP, and the below minimum activities to be performed by the bidder, but not limited to, from time to time, in relation to maintenance & support and upgrades/updates/patches etc.:

- i. Identifying Root Cause and Analysis
- ii. Hardware & Software System monitoring,
- iii. Troubleshooting & Performance Tuning,
- iv. Operating System and Firmware Upgrades,
- v. Manage and maintain NMS databases
- vi. Upgrades of supplied software,
- vii. Preparing and/or sharing Advisories on software upgrades & vulnerabilities time to time,
- viii. Support during DR Drills,
- ix. OS Administration & patching as per OEM guidelines
- x. Provide the daily & weekly status reports as desired by Bank
- xi. Audit Compliance as per Bank's requirement and Statutory guidelines
- xii. Any support required to make system & solution up and running as per SLA.

The above mentioned activities are indicative list; however, the successful bidder must provide end-to-end support for any activities related to solutions and resolution of any issues related to deployed solution without any extra cost to the Bank.

3.1.16. After successful installation & testing of the Solution with all its component, the pre-live Audit shall be conducted by Bank or Bank appointed Auditor or regulatory authority. All findings/issues pointed out in the audit report to be complied/fixed before production of the solution (Incl. all component i.e. Application, OS, Database etc.). Bidder has to perform OS level hardening as per bank guideline The Bank IS Team and Other statutory authorities conduct review/ audit of the solutions time to time, and all such audit reports to be complied by the bidder/OEM within the timelines, during the entire period of contract.

3.1.17. The production sign-off will be provided after pre-live audit clearance of the solution.

3.1.18. The bidder shall adhere to the Service Level Agreements (SLA) and regular monitoring and reporting it to the Bank.

3.1.19. The solution must be compliant with Bank's IS, IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time.

3.1.20. The management console of the proposed solution must be accessible through secure channel i.e. HTTPS, TLS 1.2 or latest Protocol with valid certificate and everything should be accessible and configure through GUI. CLI access must be restricted and limited to troubleshooting only.

- 3.1.21.** The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. and Integrity certificate should be submitted to the bank as per the related format.
- 3.1.22.** The bidder must have an arrangement with the OEM such that the bidder/ Bank' System Integrator's/ Bank should be able to log a call with the OEM directly.
- 3.1.23.** The bidder should have a 24x7 throughout the year support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.
- 3.1.24.** Bidder have to create CO/ZO/HO/DC-DR wise dashboards and map users accordingly.
- 3.1.25.** The bidder must provide all the software/accessories/related appliances supplied that shall be compatible with IPv4 & IPv6 and comply with all latest security protocols & industry standards.
- 3.1.26.** The bidders shall also provide the following documents as part of the deliverables of the project both in soft and hard copies.
- i. Project design/plan
 - ii. Executive summary report for the project
 - iii. Weekly update and daily project tracking status
 - iv. Original manuals of all proposed software/applications
 - v. Standard Operating Procedures
 - vi. Installation & Technical Configuration Documents
 - vii. Network & Security Design Documents (Vetted by OEM and to be approved by the Bank)
 - viii. Troubleshooting Manual
 - ix. Functional and operational requirements
 - x. Product description
 - xi. Guidance for Industry best practices of implementation guidelines
 - xii. User acceptance test plan
 - xiii. Training materials etc.
- 3.1.27.** The bidder shall integrate all Bank network and network security devices (Incl. Routers, Switches, Load Balancer, Links, Firewalls, NIPS, SDWAN devices and any upcoming network devices etc.) in the monitoring tools and provide the unified Dashboard for monitoring & Management of devices. The solution should be able to integrate devices of any make and model.
- 3.1.28.** Availability of different dashboards for different business services and the dashboard must be customizable as per Banks' requirement.
- 3.1.29.** There should be 24x7x365 OEM Support for any technical issue for the entire supplied product for the entire contract period.

- 3.1.30.** The bidder has to ensure that all the tools mentioned in RFP must be manage through common and single console and should have common dashboard.
- 3.1.31.** The proposed solution must support onboard retention of logs for a period of minimum 1 year and there should be option to export the logs to external storage and syslog server provided by the Bank.
- 3.1.32.** The bidder is responsible for calculation of Hardware sizing like no. of server and storage space required to run the NMS software successfully for a period of 5 years from date of successful installation.
- 3.1.33.** Solution installation, integration and configuration for the entire setup including DB , OS and other underlying software and hardware infrastructure shall be through OEM resources having prior experience of implementation of the same solution only.
- 3.1.34.** The bidder has to conduct at least one DR Drill in each quarter, for the solution and as and when required by the Bank without any additional cost to the Bank.
- 3.1.35.** Bidder shall assign one of its employee, without any additional cost to the Bank, who shall act as the Single Point of Contact (SPOC) for the entire contact duration. The entire OEM implementation team and Bidder SPOC should report onsite throughout the implementation period (i.e. till project signoff from Bank) of the solution.
- 3.1.36.** The Bank can perform internal and 3rd party audits and the bidder should support for various audits as per need and comply with audit observations within the timelines.

3.2. Hardware/Software Sizing

- I. The Bidder shall be responsible to size the infrastructure and setting up of the UAT (User Acceptance Test), Production, and DR (Passive Disaster Recovery) Environments.
- II. Bidder shall be responsible for providing all Software and/or Tool and/or any other required deliverables to complete the solution as per RFP requirement.
- III. Bidder to submit the sizing for all the components of the solution including Hardware and software (such as Server, OS, DB etc). with technical bid document at the time of bid submission.
- IV. Bidder should ensure to size the hardware as per Bank's requirement mentioned in the RFP to adhere the SLA, and Bidder shall ensure that there's no performance issue during the contract period. Bidder should ensure all the CPU utilization of any server/ appliance should not go beyond 70% in the complete tenure of contract.
- V. Bank shall provide the complete hardware as per the Bill of Material of Offered Solution/ Hardware (Annexure 26) shared by the successful Bidder.

- VI. The AMC/ATS of the hardware and Oracle database (if applicable) provided by the Bank to the bidder shall also be provided by the Bank. However, Successful Bidder is to provide the ATS of all Software/ applications etc. for NMS Solution to the Bank. Bidder shall be responsible for installation, management, re-installation, maintenance, trouble shooting, vendor coordination/management etc. for overall solution in all the setups (as per RFP) including Bank supplied components.

3.3. Licenses

- I. The Bidder to provide perpetual enterprise licenses for the NMS Solution. All the procured licenses and any other components of the solution must be in the name of the Bank. Bank shall be entitled to use these licenses even after the expiry of the contract between the Bank and bidder without any commercial obligation.
- II. The bidder shall be responsible for procuring all the licenses for the NMS solution including all components required for implementing the solution and furnish the Bank with all the licensed software/ applications/ components developed or procured during the contract period. The licenses provided should be in the name of the Bank.
- III. The bidder will be responsible for managing the licenses and ensuring compliance and tracking the license expiry dates and renewal requirements of the NMS solution licenses during the contract period.
- IV. Bank shall procure the licenses as per their requirement during the contract period. The same license should be re-usable on premise or on cloud any time as per bank requirement without any additional cost to bank.
- V. The bidder shall assume full responsibility for any legal consequences that may arise from infringement of patents, trademarks, copyrights related to the solution and/or licenses supplied by the bidder to the Bank.

3.4. Scalability

The NMS solution must be scalable to adapt to cater increasing number of network devices/links up to 35000 in number as per future requirement of the Bank.

3.5. Warranty & Maintenance

- I. Software Acceptance: - Bank will carry out the acceptance tests for testing of NMS solution and verification that the supplied components are as per bill of material through Bank or Bank appointed third party auditor. The Bidder shall assist Bank in all acceptance tests to be carried out by Bank. Bidder needs to rectify all the gaps highlighted in the Acceptance testing without any additional cost to Bank.
- II. Solution Go-Live and final sign-off: - The final sign off shall be provided by the Bank after complete installation and implementation of all the components as per the Purchase Order and to the satisfaction of the Bank. Warranty period of 3 years and

License period shall start from the date of Go live of Solution. AMC and ATS shall start post completion of warranty period.

- III. Bidder should provide comprehensive onsite warranty and Support/Subscription for all supplied components.. The warranty will start from the date of Go Live of Solution. During the warranty period and AMC/ATS period, bidder is required to install upgrades, new releases and handle the faults/problems at no extra cost to Bank.
- IV. The Bidder shall be responsible to provide an onsite comprehensive **3 (Three) Years** Warranty from the date of Go-live and Go-Live sign-off by Bank and AMC and ATS (BACK-TO-BACK with OEM) for next **2 (two) years** after expiry of warranty period for all supplied software, applications, components etc. at the respective delivered locations of the Bank as provided in the Purchase Order and SLA.
- V. **Minimum ATS rate (for all relevant line items) to be quoted by the Bidder: 10%. In case, Bidder quotes the ATS rate less than 10%, then Bank may have right to reject the Bid or take the corrected commercial Bid keeping intact the Total Cost Outlay arrived after the Reverse Auction.**
- VI. The Bidder shall provide patches, updates, and upgrades throughout the contract period and implement the same without any additional cost to the Bank other than TCO.

3.6. Security and Compliance

- I. The solution should comply with all security certifications and regulatory requirements of the Bank (VAPT, Process Audit, EAPT, risk assessment etc.) as per policy to ensure data consistency and data security.
- II. The bidder shall be responsible for ensuring that the solution must comply with the IT, Information Security and Cyber Security guidelines of the Bank or any regulatory/statutory/government/non-government body, as applicable and enforced from time to time throughout the contract period without any additional cost to the Bank within timelines as defined by the Bank. The solution should have secure, authorized and privilege based access for solution management console.
- III. The solution must comply with data sharing policies and regulations and ensure data is shared only with authorized parties and departments.
- IV. Solution should comply with Digital Data Protection Act 2023 and Data localization norms/ guidelines issued by Govt of India/RBI/any statutory body.
- V. The bidder must take the backup of logs, audit trails etc. as per Banks policy.

3.7. ESCROW ARRANGEMENT FOR SOFTWARE

The Bidder should agree for Escrow arrangement in following manner:

- i. The bidder shall provide, at its own cost, escrow mechanism for the software used (all components) for rendering the services in order to protect the Bank's interest in

an unexpected eventuality at its cost. **The software should be periodically tested and latest version to be kept under Escrow.**

- ii. For the third party licensed software used by the bidder for rendering the required services, then the Bidder should have an Escrow agreement with the licensor for the software used (all components) in order to protect the Bank's interest in an eventual situation. In an eventuality the licensor should be in a position to hand.

3.8. Training

- a. Bidder has to arrange for providing advance hands-on in-premises training by OEM Authorized Training Partner to the Bank officials and Network engineers engaged by the Bank for day to day troubleshooting, configuration, customization and maintenance of proposed complete NMS Solution before Go-Live as a part of project implementation without any additional cost to the Bank. The training will cover in-depth usage, troubleshooting and interpretation of reports, logs etc.
- b. Further, post implementation bidder has to arrange similar advanced hands on training (in-premises) including troubleshooting, configuration, customization etc. yearly to 5 officials of the Bank and Network engineers engaged by the Bank each to enable Bank resource to deploy (administrative users) and operate (end users) the implemented complete NMS Solution efficiently as well as troubleshooting and administration of the deployed solution.
- c. Training material shall be provided by the bidder. All training material should be in English and should include Specific architecture and layout done for Bank.

3.9. End-of-Sale and End-of-Support of the Solution:

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

3.10. Scope under Support (Annual Technical Support):

3.10.1. Onsite Comprehensive maintenance & support of all application solutions, products, services, modules and accessories as per specification given in RFP.

3.10.2. The ATS for the respective Solution should include the following:

- i. All minor and major version upgrades during the period of contract at no extra cost.
- ii. Program updates patches, bugs & fixes and critical security alerts as required.
- iii. Documentation update.

3.11. On-Site Technical Resource and Support

S. No	Location	Profile	Service Window	Number of shifts*	No. of Resources
1	Data Centre, Delhi	NMS Engineer – L1	8 Hours x Working Days (9:00am to 9:00pm)	2 shifts	2
2	Data Centre, Delhi	NMS Engineer – L1	8 Hours x Holidays# (10:00am to 6:00pm)	1 shift	1

*Time window of shift will be decided as per business requirement.

Holidays refer to Bank holidays at location of Data Centre-Delhi

- I. The bidder shall provide resources to be present onsite for onsite technical support during the contract period. The bank may change the count of support engineers as and when required.
- II. The alternate resource(s) for profile L1 with similar skill and experience will be made available to the Bank if assigned resource(s) goes on leave, relevant certificates and documents should be submitted for alternate resources as well.
- III. The bidder needs to inform 1 month in advance and obtain concurrence from bank if they wish to replace any dedicated resource. Bidder has to provide replacement resource with similar skill set & experience within 30 days from the date of intimation to the Bank. At any time during the contract period, if Bank is not satisfied with the performance of any Onsite Technical Support Engineer, Bidder has to change the resource and provide replacement resource with the similar skill set & experience within 2 weeks from the date of intimation by the Bank. Additional Resource provided during the interim period/handover period will be without any additional cost to the Bank. Bidder shall be responsible to ensure proper handover to the replacement engineer.
- IV. Bidder has to ensure to provide OTS support to the Bank during replacement/ substitution period, if any.
- V. The bidder shall provide for at least two (2) L1 resources in shifts as per above Table. Bank's at its discretion may change the shift timings as per it's requirement. The

- resources deployed should have knowledge and experience required for management and monitoring of the overall NMS solution and its processes.
- VI. Bank reserves the right to place order for additional manpower/ Onsite resource at rates finalized after RFP, during the period of contract. Bidders are bound to accept the orders accordingly.
 - VII. Bank may ask resources to work on Sunday/Public holidays and/or beyond working hours as per Bank requirement.
 - VIII. The on-site resource should provide production support (i.e., troubleshoot issues, identify root cause and perform bug fixes etc.) for all processes including the processes developed by Bank team.
 - IX. The on-site resource should perform daily monitoring and submit status reports and other reports as per Bank's requirements.
 - X. Onsite Resource should also monitor overall health of the overall NMS Solution and analyse all events, logs etc.
 - XI. Onsite Resource should maintain activity tracker.
 - XII. The onsite resources must be on bidder's payroll, subcontracting shall not be allowed for any resource(s) in this project.
 - XIII. For resources being provided as part of onsite technical support, bidder has to provide background verification certificate for each resource
 - XIV. Bidder has to arrange for providing police clearance certificate before assigning the resources at bank premises
 - XV. Required manpower should be deputed at Bank site from Go-Live Date of the overall NMS Solution.**
 - XVI. The Bidder will also provide suitable on-site technical staff to supplement the efforts of the on-site support resources during emergencies / contingencies which might impact the systems, solutions and services covered under this scope.
 - XVII. If the engineer is found to be not qualified / suitable / his performance is not satisfactory, Bidder will have to replace the engineer within 30 days of written communication from Bank regarding the same.

Role/ Description	Experience	Educational Qualifications/Certifications/ Scope Skills/
L1	2 years and above	Education Qualification of I1 resource: B. Tech/ B.E./ MCA, Experience: Handling, supporting network related operations. The Engineer should have valid product certificate from the OEM. The certification copy may be verified by the Bank's personal at the time of joining of the project. Bidder will provide the confirmation for background verification of resources. The responsibilities of engineers include, but not

		<p>limited to:</p> <ol style="list-style-type: none"> Troubleshooting and finding resolution for any issue in NMS solution Creation, modification and deletion of users Patching and security update deployment Resolution of queries raised by Bank team Customizing reports as per Bank's requirement Log call for hardware, OS, DB or NMS application issue to concerned OEM/team, and coordination with them for problem resolution. Audit/ Statutory/ compliance DR Drill as per Bank's policy Submission of daily report for health check of NMS solution Any other work assigned to them by the Bank under the scope of this RFP.
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3.12. Reporting

- The solution should have ability to perform event correlation, sending alerts to administrators, real-time and historical analysis with trend and ad-hoc reporting.
- The solution should provide ability to provide standard Dashboards like Infrastructure overview, Network Device(s) Health, Links Health etc. along with Technology Specific Dashboards and Vendor Specific Dashboards for greater insight and visualization.
- The solution should have ability to provide network devices inventory summary on dashboard (On the basis of make, model, type, CO, ZO and HO etc.).
- The solution must have option to create customizable dashboard as per Banks' requirement.
- The solution should have ability to get the information from the devices so that they can be categorized by criticality etc.
- The solution should provide ability to provide a proper network devices & links summary page dashboard with editable option enabling the users to create the dashboard from scratch as per Banks' requirement.
- The proposed solution should have option to show and report total Number of links as;
 - No. of Links Available & Down
 - No. of Primary & Secondary links
 - Out of total Primary & secondary links, how many links are available and not available.
 - Number of branches are working on primary and secondary links.

8. The proposed solution should have option to show and report total number of devices as:
 - No. of devices in the Bank Incl. Branch Office/Circle Office/Zonal Office/Head Office/Data Centre/ DRS Site and other offices etc.
 - No. of devices are available and down with location & complete device details.
 - Required Distributed dashboards for Circle Office/ Zonal Office with central DC & DR
 - Device & Links performance monitoring & report with all necessary info like. but not limited to temperature, CPU usage, memory usage, link usage etc.

3.13. Network Asset Management Tool

1. The solution should provide Auto Discovery & inventory of heterogeneous physical SNMP enabled network devices like Layer-3 switches, Routers and other IP devices and do mapping of LAN & WAN connectivity with granular visibility up to individual ports level.
2. The solution should apart from auto-discovery, there should be option add/delete device manually, Through CSV or Excel upload and Through API or REST-API.
3. The solution should have Device communications protocols support (for example, SSH, HTTPS or any secure protocol etc.).
4. The solution must support multiple types of discovery like IP range discovery - including built-in support to monitor IPv4 & IPv6 enabled devices, Import data - from pre-formatted files (IPs, ranges, strings or ports), Seed router based discovery - Using route tables and SNMP MIBs, Trap-Based Discovery - whenever new devices are added with capability to exclude specific devices based on IP addresses / IP Address range.
5. The solution should be able to maintain up-to-date inventory of all network devices and software assets giving information like locations, configuration details, device model, serial number, asset code, warranty and AMC details.

3.14. Network Fault Monitoring Tool

1. The solution should have the capability to monitor network issues, conduct event management & monitoring all network devices and network links in bank infrastructure.
2. The solutions should have capability to function in multi-vendor devices and cater large network.

3. The proposed solution should provide fault detection mechanism & health monitoring of various network elements including routers, switches, load balancer, links, security devices, etc. It shall also provide network performance data & threshold based alerts for real time performance monitoring as well as historical trending.
4. The proposed solution must provide customizable dashboard/reporting across the entire network.
5. The proposed solution should have reporting capabilities and should be able to depict complex networking data through graphical representations & topologic maps.
6. The Solution shall integrate with email/Ticketing-Tool to notify events to concerned people with auto escalation as per pre-defined policy.
7. The solution should be able to support network virtualization technologies like SDN & SDWAN and provide topology view for physical as well as virtualized devices along with relationships between physical resources and virtual entities.
8. The proposed solution must have intelligent alarms, RCA and Impact Analysis feature for monitoring.
9. The solution should have the capability to configure polling intervals on a need basis through a GUI tool, to ensure that key systems are monitored as frequently as necessary.
10. The proposed solution should clearly identify primary links and backup/secondary links in topology.

3.15. Network Configuration & Change Management

1. The proposed solution should be capable to detect configuration through SNMP or through schedule, and asset information changes made across a multi-vendor device network, regardless of how each change is made in near real time basis.
2. The proposed solution should support configuration deployment/rollback and configuration template.
3. The solution should have option to compare configurations of Network Devices, such as display configuration changes differences in GUI showing modified, remove, masked lined from last captured network configurations for routers and switches.
4. The solution should be able to administer configuration changes to network elements/devices by providing tools to automate the following administrative tasks of effecting configuration changes to network elements/devices like Capture running & start-up configuration, Upload configuration, Upload firmware, Write start-up configuration for supported vendors and device models.

5. The system should allow only secure access to the devices.
6. The solution should have feature to record all the actions taken during the remote access, bank will audit those later.
7. All CLI session should have command control, any command that is not authorized cannot be used and session should be terminated
8. Administrator should be able to view the live session of any ongoing session.
9. The solution should provide option to schedule the Backup process and upload to a specific location automatically.
10. The Solution should have provision to Schedule the Task for specific date, weekly, monthly, and in case of any maintenance window.
11. The solution should be able to track and detect any configuration changes and alert accordingly.
12. The solution should have the ability to push standard templates for newly deployed equipment based on standard predefined policies.

3.16. Network Performance Management Solution

1. The performance management solution should integrate with fault management to forward performance exception alarms by defining notified rules.
2. The proposed solution must provide holistic view of availability of network devices and their performance data for fault management through single & common console.
3. The solution should establish the status of network devices and interfaces and visualization of network fault & performance data.
4. The proposed solution shall identify over and under-utilized links and assist in maximizing the utilization of current resources. The solution shall provide Performance of Network devices like CPU, memory & buffers etc., LAN and WAN interfaces and network segments.
5. The solution should provide capability to monitor any device based on SNMP.
6. The solution must be capable of monitoring the availability, health, and performance of core networking devices including but not limited to CPU, memory, temperature, interface bandwidth utilization.
7. The solution should have the ability to check on availability of ports, devices.

8. The proposed solution should automatically collect and store historical data so users can view and understand network performance trends.
9. The solution should provide the ability to “baseline” performance metrics and determine normal operating values and patterns based on time of day, week etc. The ability to threshold on these values should be available.
10. The solution should support auto-discovery of network devices, and provide the discovery of heterogeneous physical network devices like Layer-2 & Layer-3 switches, Routers and other IP devices.
11. The solution should have capability to export topology view
12. The solution must allow administrators to create own custom metrics and certify new devices for monitoring. It should also allow configuration of the device properties via an API.
13. The Solution should have multi-tenancy support for data collections and users for performance management.
14. The solution should provide dashboard for both virtual network data and traditional physical infrastructure performance information.
15. The solution should provide functionality to create threshold profiles based on multiple rules for different metrics and should be able to apply these threshold profiles on group of devices.
16. The solution should provide the ability for multiple Integration points including: SNMP, XML, ODBC, syslog, delimited data imports/export, Command Line Interface, published APIs.
17. The solution should be able to generate reports based on business working hours and Non business Hours for the selected time range. Time range in Month, Days, Date and Hours-Minutes.

3.17. Network Flow Analyzer

1. The solution must provide the following Flow-based metrics:
 - a. Rate
 - b. Utilization
 - c. Byte Count
 - d. Flow Count
 - e. IP hosts with automatic DNS resolution

- f. IP conversation pairs with automatic DNS resolution
 - g. Router/interface with automatic SNMP name resolution
 - h. Protocol breakdown by host, link, ToS or conversation.
 - i. Utilization by bit pattern matching of the TCP ToS field.
 - j. AS number
 - k. BGP next hop address
 - l. IPv6 addresses
2. The tool must support heterogeneous network Flow monitoring and traffic analysis for any of technology vendors.
3. The tool must support heterogeneous network Flow monitoring and traffic analysis for any of technology vendors like NetFlow, sFlow, IPFIX, J-Flow, cFlow, and NetStream.
4. The proposed solution must integrate with Central Network Fault & Performance Management solution seamlessly for sending alarms and context sensitive reporting and integrate with common portal.
5. The solution should be able to monitor and report on all running protocols in the network per day and display utilization data for each protocol individually. This capability must be available for each monitored interface uniquely.
6. The solution should have the ability to specify which hosts, communications, IP ports, custom ToS matches and interfaces are included or excluded from the web-based report.
7. The solution should have the ability to generate reports that have option to allow user to search all traffic over a specified period under different scenario and variety of conditions without loss or exclusion of any traffic:
8. Top utilized links (inbound and outbound) based on utilization of every link being monitored by every connected device(s).
9. Top protocols by volume based on utilization of every link being monitored.
10. Top host by volume based on utilization of every link being monitored.
11. The solution should be able to show or display and report; a) Device wise port utilization, b) application wise utilization monitoring and report, c) Source & Destination based reporting & monitoring and any other report as desired by Bank.

12. The solution should have capability to consolidate and customize dashboard as per Banks' requirement.
13. The solution should automatically populate a list of interfaces exporting Flow traffic to any of its collection devices without user intervention or individual configuration of the reporting interfaces on the solution. The solution must also support manual / automatically polled information.
14. The proposed should be able to identify the device/ports/services which are causing disruption/abnormal traffic in network and support in troubleshoot IP conflict, bandwidth utilization & optimization and also identify the cause of latency.
15. The solution should have ability to provide the ability to group interfaces into functional groups based on any user criteria. The grouping function must allow users to create group names and add interfaces into that grouping for reporting purposes.
16. The solution should support interface specific report generation for every monitored interface in the network. The network interface selection must also provide a search function that allows the user to search for interfaces based on text-based pattern matching of the device name, interface name, description and active status of all interfaces in the list.
17. The solution should advertise/alerts potential bottlenecks with color-coded indicators for interfaces that breach defined thresholds and durations.
18. The solution should provide details of applications, hosts, and conversations consuming WAN bandwidth to isolate and resolve problems

3.18. Timelines and Delivery schedule

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

1.	Delivery of NMS licenses	At the time of Go-Live of the Solution.
2.	Delivery of licenses (other than NMS Licenses), other components and all software required for setting up complete solution as per RFP	Within 4 weeks from date of Purchase Order

3.	Assessment to set up the complete NMS solution as per RFP and Finalization as well as acceptance of Design Document along with Plan of action (POA) by Bank	Within 6 weeks from the date of Purchase Order
4.	Installation, configuration, implementation of complete NMS Solution at DC and DRS and Migration (if any) including UAT sign-off which includes: a) Setup of Infrastructure i.e., OS, DB and other components installation and implementation b) Installation, Configuration and Setup of solution c) Integration with other solutions, as applicable d) User Acceptance Testing e) UAT Sign-Off	Within 12 weeks from the date of Purchase Order
5.	Go Live of overall NMS solution (on Hardware provided by the Bank) for production in DC and DR: a) Pre Go-Live Audit observation closure report submission b) Go-Live and it's Sign-Off from identified user groups/ profiles and offices.	Within 14 weeks from the date of Purchase Order
6.	Project Sign Off	Project sign-off will be given after resolution/closure of all post go-live issues raised within 2 months of go-live of the solution or three months from the go-live of the solution whichever is earlier.

During Warranty & ATS support Period

Classification	Response Time (#)	Resolution Time
NMS Application Not working either by internal application error or data corruption	In 2 hours	8 hours
Any abnormal behaviour in working of application	In 2 hours	8 hours

Issues in Network device integration process	In 2 hours	8 hours
If any bug need to fix or any configuration error	In 2 hours	8 hours
Reports / Statistic are giving error for device up-to. 8 no. of device	In 2 hours	8 hours
Reports / Statistic are giving error for device more than 8 no. of device.	In 2 hours	4 hours

(#) Response / Resolution Time starts from the time the call is logged. For the purpose of SLA, a day means the period from the commencement of business hours to close of business hours at a particular location/Branch. (Normally 10.00 AM to 6.00 PM on all weekdays excluding 2nd & 4th Saturdays, Sundays & Bank Holidays). An hour means duration of 60 minutes during the business hours of a location/Branch.

Note:

- All response times mentioned above includes travel time of Engineers also.
- Bidder shall provide senior level on-site support for addressing any issue with NMS solution.
- Whenever up-grade version of software is available, it should be up-graded without any additional cost during the contract period.
- The new releases (minor / major), versions, bug fixes etc. for the software will be supplied to the Bank at no extra charge, with necessary documentation.
- Bidder should provide onsite support Certified engineer during the contract period.
- The Bidders should submit a list of support centre addresses, contact person and the escalation matrix for the delivery setup and support centre's also.
- The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section.

3.19. Technical Specification

Compliance of Technical specification as per **Annexure 24** is to be submitted in letterhead of OEM duly signed by the authorized signatories of Bidder and OEM.

3.20. 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. 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.

3.21. Duration of Contract

Complete solution supplied should be covered under **onsite three (3) years warranty & two (2) years ATS**, after completion of warranty. The warranty period will start from the date of go-live sign-off. Bank at its sole discretion may extend the period of contract for two (2) more years or part thereof on same rates and same terms and conditions, subject to satisfactory performance of successful bidder and at Bank's sole discretion and SLA **will be valid till expiry of the last order of this contract.**

After expiry of the contract period of five (05) years, contract may be extended for a period of one (01) year each or part thereof with maximum for two (02) years at the same rates and terms & conditions of initial contract, subject to satisfactory performance of successful bidder,

During the contract period Bidder has to arrange for deploying all the latest upgrades, updates and patches as a part of this RFP.

Further, the bidder will pass on to the Bank the benefit of discounts/downward revision of prices, if any announced by OEM (irrespective of whether the successful bidder is OEM or its authorized agent/reseller) during any period in respect of orders placed during that period.

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

3.22. PAYMENT TERMS

Item No.	Procurement Particulars	Payment terms
1	Perpetual Enterprise License for NMS Solution including its Support at DC and DR including 3 years warranty	20% on delivery: Delivery of licenses, other components and all software required for setting up complete solution as per RFP. 70% on implementation of solution (Go-live sign-off) 10% after completion of 6 months after successful Project sign-off.
2	One Time Implementation cost of NMS Solution including all components at DC and DR	100% payment after 30 days of Go-live sign-off
3	Annual Technical Support (ATS) for Perpetual Enterprise License of NMS Solution per year including its Support at DC and DR	Quarterly payment in arrears (This could be released at beginning of ATS period upon submission of BG of equivalent amount valid till the completion of ATS period with additional claim period of another 6 months)
4	Operating System Enterprise License (Perpetual License) for underlying Operating system including its installation at DC and DR	80% on delivery: Delivery of licenses. 20% on implementation of solution (Go-live sign-off)
5	Per Year Operating system License Annual Technical Support ATS/ Software Upgrade Assurance (SA) (Perpetual based model) for 5 years at DC and DR. OR Per year Operating System Enterprise License Subscription Cost (Subscription based model) for 5 years at DC and DR.	Quarterly payment in arrears (This could be released at beginning of ATS period upon submission of BG of equivalent amount valid till the completion of ATS period with additional claim period of another 6 months)
8	Onsite Deployment of Resource (L1) at DC	Quarterly payment in arrears

Further, the above payments will be released only after submission of accurate invoice, PBG and signing of SLA, IP and NDA by Successful Bidder.

3.23. PENALTY CLAUSE:

3.23.1. Service Levels & Penalties

Penalty shall be levied as follows:

Reference: Format for Commercial Price Bidding (Annexure – 27)

Item No. 1 - Perpetual Enterprise License for NMS Solution including its Support at DC and DR including 3 years warranty.

Item No. 2 - One Time Implementation cost of NMS Solution including all components at DC and DR.

Item No. 3 - Annual Technical Support (ATS) for Perpetual Enterprise License of NMS Solution per year including its Support at DC and DR.

Item No. 4 : Operating System Enterprise License (Perpetual License) for underlying Operating system including its installation at DC and DR.

Item No. 5 : Per Year Operating system License Annual Technical Support ATS/ Software Upgrade Assurance (SA) (Perpetual based model) for 5 years at DC and DR. **OR** Per year Operating System Enterprise License Subscription Cost (Subscription based model) for 5 years at DC and DR.

Item No. 6: Onsite Deployment of Resource (L1) at DC.

TCO= Item No. 1 + Item No. 2+ Item No. 3+ Item No. 4+ Item No. 5+ Item No. 6

3.23.2. Penalty due to delay in Services as per Delivery Timeline defined at clause no. 3.18 of this RFP document.

Item No. described in the below table are as per clause no. 3.23.1 of this RFP document.

S. No.	Phase	Penalty	Max. Penalty
(i)	Delivery of NMS licenses at the time of Go-Live	1% of Item No. 1 for every week or part thereof delay	10% of Item No. 1
(ii)	Delivery of licenses (other than NMS Licenses), other components and all software required for setting up complete solution as per RFP	1% of Item No. 4 for every week or part thereof delay	10% of Item No. 4

(iii)	Assessment to set up the complete NMS solution as per RFP and Finalization as well as acceptance of Design Document along with Plan of action (POA) by Bank	0.5% of Item No. 2 for every week or part thereof delay	5% of Item No. 2
(iv)	<p>Installation, configuration, implementation of NMS Solution at DC and DRS and Migration (if any) including UAT sign-off which includes:</p> <p>f) Setup of Infrastructure i.e., OS, DB and other components installation and implementation</p> <p>g) Installation, Configuration and Setup of solution</p> <p>h) Integration with other solutions, as applicable</p> <p>i) User Acceptance Testing</p> <p>j) UAT Sign-Off</p>	1% of Item No. 2 for every week or part thereof delay	10% of Item No. 2
(v)	<p>Go Live of overall NMS solution (on Hardware provided by the Bank) for production in DC and DR:</p> <p>c) Pre Go-Live Audit observation closure report submission</p> <p>d) Go-Live and it's Sign-Off from identified user groups/ profiles and offices.</p>	1% of TCO for every week or part thereof delay	10% of TCO

Note: All penalties may be deducted simultaneously. However, Maximum penalty for the project will be 10% of TCO for Clause No. 3.23.2.

- In case of undue delay beyond a period of 15 days in acceptance of Purchase order by the Successful Bidder, unless otherwise waived by the Purchaser, Purchaser in its discretion may consider termination of the Contract. Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Successful bidder in case the Successful bidder exceeds the expected timeline for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Successful bidder, in such circumstances.

For engineer's absence: If required onsite support engineer(s) is not deputed at Bank site within stipulated time OR if onsite support engineer is absent and no suitable substitute is given by vendor, a sum equivalent to 1.5 times the pro rata per day rate of Onsite Resource Cost will be deducted. Bidder shall raise the invoices based on the actual number of resources present on each day.

3.23.3. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase:

Sl. No.	Service Level	Penalty
	Uptime % calculated on monthly basis for NMS	Penalty as mentioned below on Total Monthly NMS Onsite Resources Cost
1	Above 99.9%	NA
2	98% to 99.9%	2%
3	95% to 97.99%	4%
4	90% to 94.99%	6%
5	80% to 89.99%	8%
6	Below 79.99%	10%

Uptime: The percentage uptime shall be calculated on monthly invoice basis as follows:

$$\text{Uptime \%} = \frac{(\text{Total no. of minutes in month} - \text{Total Outage minutes in month}) \times 100\%}{(\text{Total no. of minutes in month})}$$

3.23.4. Penalty due to deficiency during ATS Period

If the ATS services on the solution or any of its component during ATS period not provided as per the terms of this RFP, then bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.

3.23.5. Penalty due to erroneous behaviour of the Solution

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

3.23.6. Penalty Levied by Regulators related to the Solution

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

3.23.7. Penalty due to Audit and Compliance Gaps

1. Regulatory/ Statutory/ Bank Regular Internal and External Audit

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

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

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

Note:

- If performance issues continue for more than timelines as defined by the Bank for any reason at application/solution side, bank may choose any or all of the options like Review the contract, Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder.
- All penalties can be applied simultaneously.
- Penalty(s) due to downtime, during contract period will be deducted from any subsequent payment to be made to the Successful bidder.
- Penalty(s) due to downtime, during ATS period will be deducted from ATS and OTS payment.
- Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
- SLA will be monitored on Monthly basis. Penalty due to downtime/service unavailability/disruption and any clauses mentioned above during contract period will

be deducted from any subsequent payment to be made to the bidder.

- Penalty as mentioned above can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All types of penalties can be levied up to their maximum limit simultaneously.
- Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder, in case the bidder exceeds the threshold limit of Delay for any of the items above and/or penalty amount exceed as mentioned above. Bank, at its sole discretion, may exercise any or all of the options against the bidder, in such circumstances.

3.24. RECOVERY OF PENALTY

Amount of penalty will be recovered from the successful bidder, on demand from Bank. The successful bidder undertakes to pay the penalty amount as prescribed by the Bank. Amount of penalty as per above clauses will be recovered/adjusted while making payment. Bank reserves the right to invoke the Bank Guarantee for recovering the penalty amount.

The penalty will be recovered from either performance bank guarantee or will be recovered from the bidder, if any.

Note: Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.

In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.

3.25. Other Terms and Conditions

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

3.26. Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned as per **Annexure- 3**. Only those bidders, who satisfy all the eligibility criteria as mentioned in Annexure-3, 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.

3.27. Bid Submission Process

3.27.1. Documents for Technical Bid

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

3.27.2. Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in the Format for Commercial Price Bidding only (Annexure-27). Bidder should not upload any information regarding the Commercial Bid as part of the Technical Bid.

The Commercial Offer should give all relevant price information as per the Format for Commercial Price Bidding and should not contradict the Technical Bid document in any manner.

3.27.3. Evaluation Process

The Bank will evaluate the bidders based on:

A) First Stage: Technical Evaluation

I. **Bidder to qualify the Preliminary Examination Criteria as mentioned at Clause No. 2.4 of this RFP Document.**

II. Compliance to Eligibility criteria

The technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and

confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical specifications / parameters.

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

- a. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. The Bank reserves the right to accept or reject any product/ item/ technology / module / functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification / Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
- b. For responses received within the prescribed closing date and time, the Bank will scrutinize the offers received as per the above-mentioned criteria 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 Bids (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 Bank. Respondents are not permitted to modify, substitute or withdraw proposals after its submission. However, Bidder may substantiate the clarifications with further documents as sought by the Bank.
- 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).

B) Second Stage: Commercial Evaluation

In the second stage, the COMMERCIAL BID of only those bidders will be opened who comply with all the eligibility criteria and qualifies on the Technical Evaluation.

1. The commercial bids shall be opened on GeM portal.
2. Bidder should not upload any information regarding the Commercial Bid as part of the Technical Bid.
3. The bidders will be required to quote for all the items required by the Bank as per Format for Commercial Price Bidding placed as Annexure 27.
4. **Minimum ATS rate (for all relevant line items) to be quoted by the Bidder: 10%. In case, Bidder quotes the ATS rate less than 10%, then Bank may have right to reject the Bid or take the corrected commercial Bid keeping intact the Total Cost Outlay arrived after the Reverse Auction.**
5. Item No. 4 and 5 of Format for Commercial Price Bidding placed at Annexure 27: 1 set includes the total quantity of license required to run the overall NMS solution based on the Licencing policy of OSD of Operating System. This condition applies for License and ATS both.
6. **Bidder is to provide all the components to run the overall NMS solution as per the requirement mentioned in the RFP document within the TCO (mentioned at Item. No. 7 of Format for Commercial Price Bidding placed at Annexure 27), and no extra cost will be paid by the Bank over and above the TCO.**
7. **Bidder to quote the price in Item No. 4 of Format for Commercial Price Bidding placed at Annexure 27, in case of Perpetual license. Else the Bidder to quote it as Zero. Price in rest of all the items must be filled by the Bidder failing which the bid shall be treated as unresponsive and will be liable to be rejected.**

8. **if the Line-Item No. 4 of Format for Commercial Price Bidding a firm quotes NIL charges/consideration for line-item No. 4 in the Format for Commercial Price Bidding, then that particular line item will be considered as free of Cost.**
9. **The L-1 price and L-1 successful bidder for the contract will be decided on the basis of least total cost derived after conducting reverse auction through GeM portal.**
10. Bank reserves the right to negotiate with the L1 Bidder. In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.
11. Price breakup on "after reverse auction need to submit within 48 hours post completion of reverse auction.

3.27.4. 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.

3.27.4.1. 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 submit price breakup after reverse auction on pro-rata basis to quotes submitted at the time of Bid submission on the Format for Commercial Price Bidding (**Annexure 27**).
- VI. 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 2 – Undertaking from the Bidder

(To be submitted on Bidder's letterhead)

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

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

We submit our Bid Documents herewith.

We understand that:

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

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

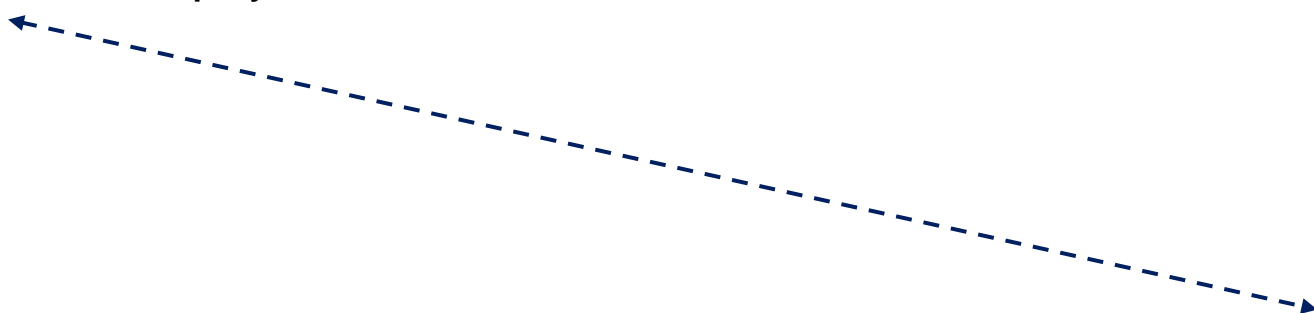
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 3 – Eligibility Criteria

(To be submitted on Bidder's letterhead)

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

Dear Sir,

We confirm our Compliance of below Eligibility Criteria given in RFP: **PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION**

Sr.	ELIGIBILITYCRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Detail along with reference Document Submitted and Page No.
1.	Minimum local content to qualify as a class 1 local supplier is 65%.	<p>Bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected.</p> <p>In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 16.09.2020. In case Bank has selected Purchase preference to Micro and Small Enterprises clause</p>		

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Detail along with reference Document Submitted and Page No.
		in the bid, the same will get precedence over this clause.		
2.	The bidder should be registered as a company in India as per Company Act 1956/ 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc. of bidder		
3.	<p>a. The bidder should be either the Original Equipment Manufacturer (OEM) or their authorized representative in India. In cases where the manufacturer has submitted the bid, the bids of its authorized representative will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected. Bidders/ OEM (s) will be allowed to bid as defined above in clause no. 2.23 of this RFP document.</p> <p>b. Joint Bids/ Bids by Consortium are not acceptable.</p>	<p>In case of authorized representative of the primary product, MAF from OEM as per Annexure-17 in their letter Head needs to be provided. (Name, designation, contact no & official mail id of the signing authority must be clearly mentioned in the MAF.)</p> <p style="text-align: center;">OR</p> <p>In case bidder itself is OEM of any Item (e.g., App./Solution etc.), undertaking as per Annexure-18 on their company's letter head should be provided.</p>		
4.	The bidder should have minimum average annual turnover of Rs. 20 Cr. for the last three financial years i.e.,	a. CA certificate for the financial years 2020-21, 2021-22 and 2022-23). (As per Annexure- 9 (A))		

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Detail along with reference Document Submitted and Page No.
	<p>2020-21, 2021-22 and 2022-2023. This must be the individual company turnover and not that of any group of companies.</p> <p>AND</p> <p>The bidder should have positive net worth for each of the three Financial Years (FY 2020-21, 2021-22 and 2022-23)</p>	<p>b. Copies of last three years' audited balance sheet and Profit & Loss Statement.</p> <p>Note: The CA certificate provided in this regard should be without any riders or qualification.</p>		
5.	<p>The bidder should have supplied or managed any NMS solution to at least 2 organizations during last five years as on bid submission date to any category of BFSI / PSU / Govt. Organizations / Telecom companies (companies dealing in telephony/ data communications)</p>	<p>Bidder has to submit the following documents:</p> <p>(i) Copy of Purchase Order/ Work Order/ Agreement signed & stamped by the Buyer Organization.</p> <p>AND</p> <p>(ii) Copy of Performance Certificate as per Annexure – 6 (A) in hardcopy/email OR Mail confirmation from Buyer organization clearly stating the product name, mentioning purchase order number/PO reference number/ Bidder name that the same is successfully running as on date/ was</p>		

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Detail along with reference Document Submitted and Page No.
		running till Date: (Mention the Date), the date/month of commissioning/go-live and that the performance of the Bidder as well as the product deployed is satisfactory OR Copy of Solution Installation Report from the buyer Organization clearly mentioning purchase order/PO reference number/ Bidder name stating the product name (Solution name), the date/month of commissioning/go-live. OR any other Proof of execution document to the satisfaction of the Bank.		
6.	The bidder should have 24 X 7 Support center in India	Details of Support Centre/ Undertaking on Letterhead of the Organizations as per Annexure - 21		
7.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure- 7 .		
8.	The Bidder should not be blacklisted/ debarred /banned by Government / Government agency / Banks / Financial	Certificate is to be provided by as per Annexure- 8 .		

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Detail along with reference Document Submitted and Page No.
	Institutions / PSUs in India as on bid submission date.			
9.	The Bidder and its subsidiaries should not have been engaged with Punjab National Bank for any consultancy services.	An undertaking to this effect must be submitted on company letterhead with duly signed & sealed as per Annexure - 23 .		
10.	The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of the Bank.	Self-undertaking to be submitted on company letter head.		
11.	Labour Law Compliances	Undertaking on Bidders letterhead as per Annexure-14 .		
12.	Integrity Pact	To be submitted as per clause 2.11 of this Document.		
13.	Power of Attorney, if applicable and Copy of Board Resolution of the Bidder and all the OEMs involved in the Bid	Document as per Clause no. 1.5. of this document		
ELIGIBILITY CRITERIA FOR OEM(s)				
14.	Proposed solution of OEM must be	Bidder has to submit the following documents:		

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Detail along with reference Document Submitted and Page No.
	<p>(A) in operational condition OR (B) Installed, in atleast 2 organizations during last 5 years covering atleast 10,000 devices at each organization before the bid opening date to any category of BFSI / PSU / Govt. Organizations / Telecom companies. (companies dealing in telephony/ data communications)</p>	<p>Copy of Performance Certificate as per Annexure – 6 (B) in hardcopy/email OR Mail confirmation from buyer organization clearly stating the product name that the same is successfully running as on date/ was running till Date: (Mention the Date), the date/month of commissioning/go-live, number of license deployed and that the performance of the Bidder as well as the product deployed is satisfactory.</p> <p>OR Copy of Solution Installation Report from the buyer Organization clearly mentioning Bidder name stating the product name (Solution name), the date/month of commissioning/go-live and number of license deployed.</p> <p>OR any other proof of execution document to the satisfaction of the Bank.</p>		

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Detail along with reference Document Submitted and Page No.
15.	The OEM should be registered as a company in India as per Company Act 1956/ 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc. of both bidder and OEM		
16.	<p>The OEM should have minimum average annual turnover of Rs. 20 Cr. for the last three financial years i.e., 2020-21, 2021-22 and 2022-2023. This must be the individual company turnover and not that of any group of companies.</p> <p>(For MSE or Startup, the bidder should have minimum average annual turnover of Rs. 15 Crore for the last three financial years i.e., 2020-21, 2021-22 and 2022-23.)</p> <p>AND</p> <p>The OEM should have positive net worth during last 3 Financial Years (FY 2020-21, 2021-22 and 2022-23)</p>	<p>a. CA certificate for the financial years 2020-21, 2021-22 and 2022-23). (As per Annexure- 9(B))</p> <p>a. Copies of last three years' audited balance sheet and Profit & Loss Statement.</p> <p>Note: The CA certificate provided in this regard should be without any riders or qualification.</p> <p>For MSE relaxation in terms of prior turnover, Bidder should</p> <ol style="list-style-type: none"> 1. Be manufacturer of the offered Primary Product (NMS Solution) and give specific confirmation through undertaking on Letterhead to this effect at the time of bid submission. 2. Claim EMD exemption. <p>Credentials should be verifiable online through Udyam Registration website of Ministry of MSME as per the</p>		

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Detail along with reference Document Submitted and Page No.
		supporting documents uploaded during bidding process.		
17.	The OEM and OSD should not be blacklisted / debarred / banned by Government / Government agency / Banks / Financial Institutions / PSUs in India as on bid submission date.	Certificate is to be provided by the chartered accountant / statutory auditor/ self-certification as per Annexure-8 .		

- ☒ All the annexures, stamped and signed by authorised signatory, to be submitted as per the format.
- ☒ Board Resolution Copy with Authorization Letter/ Power of Attorney (as per clause 15 of "PART A – GENERAL TERMS AND CONDITIONS") & Integrity pact in original on stamp paper of appropriate value to be submitted physically before last date of bid submission.
- ☒ Bank may ask for additional documents to be submitted physically.

NOTE:

- For all eligibility criteria as stated above, the date of RFP is the date on which the RFP is published.
- In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account.
- 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.
- 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.
- All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.
- All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company.

Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

Date: _____

Place: _____

Signature of Authorized Signatory

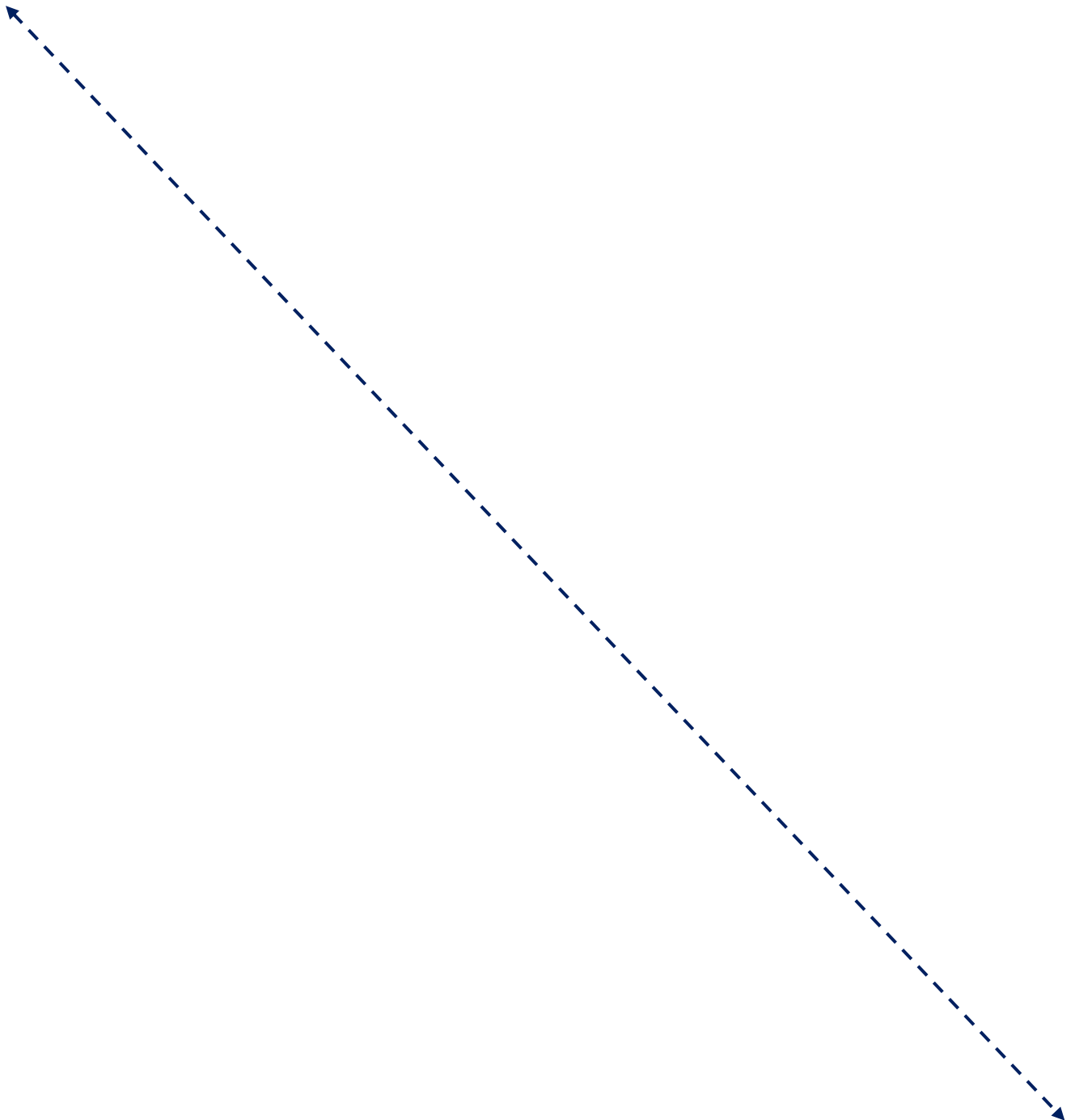
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 4 – Bidder's Information

(To be submitted on Bidder's letterhead)

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

S.N .	Information	Particulars / Response
1	Company Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Corporate office Address	
6	Registered office address	
7	GST No.	
8	Whether MSE (quote registration no. and date of registration, copy to be attached)	
9	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	Account Number: Account Name: IFSC: Bank Name:
10	Name, Designation, Tel. No/Mobile, E-Mail of the authorized signatory submitting the RFP	
11	Specimen signature of authorized signatory	
12	Contact person's name, address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact person's details)	
	Details of Service Support Centre in India	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 as on bid submission date. If yes, details thereof.				
14	Any pending or past litigation (within three years as on bid submission date)? If yes, please give details	Yes/No/Comments (if option is 'Yes')			
15	Please mention turnover* for last three financial years and include the copies of Audited Balance Sheet in support of it. *Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)	FY	Turnover (in Rs.)	Net Profit/ Loss (in Rs.)	Net Worth (in Rs.)
		2020-21			
		2021-22			
		2022-23			

Date: _____

Place: _____

Signature of Authorized Signatory

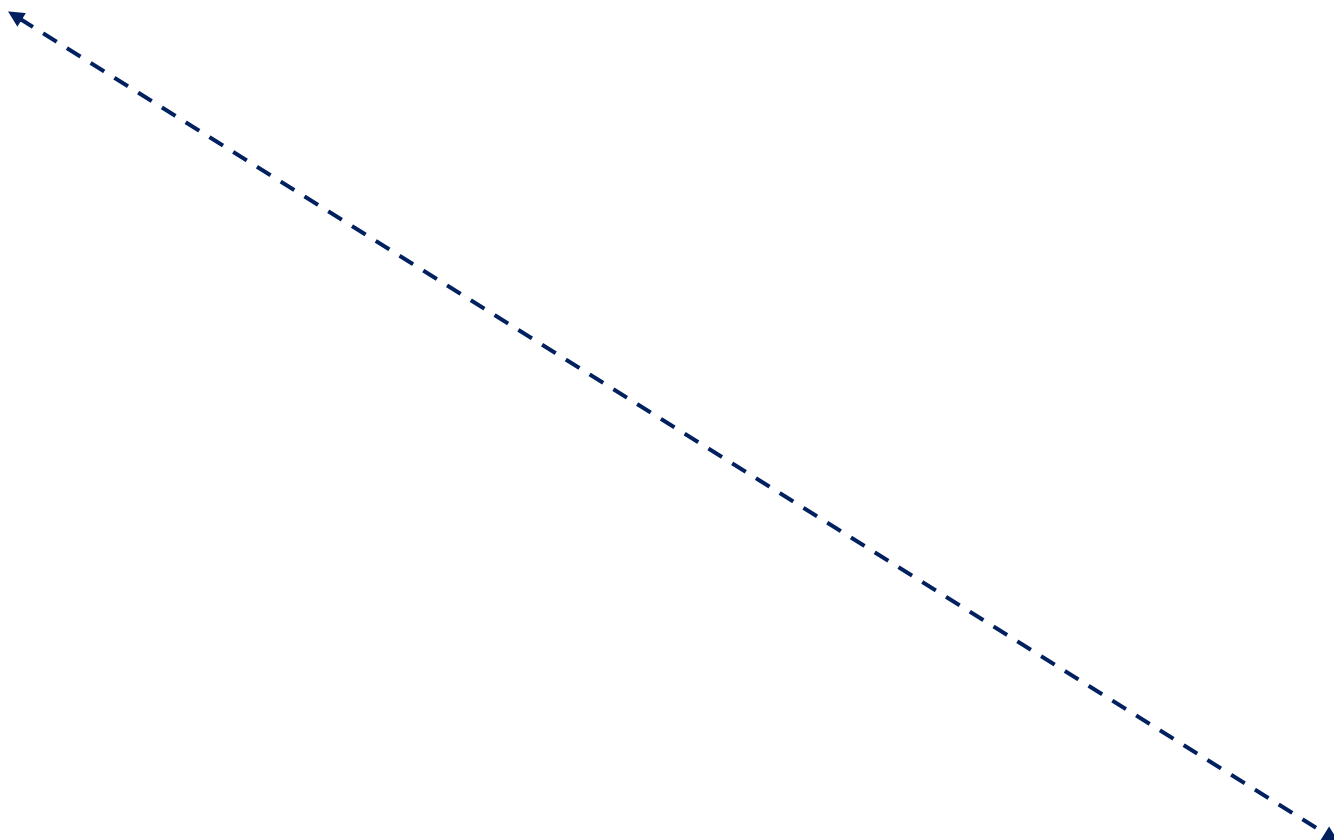
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 5 – Compliance Statement

(To be submitted on Bidder's letterhead)

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

DECLARATION

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

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	<p>We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).</p> <p>We understand & 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.</p>	
Scope of work and/ Technical Specification	<p>We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).</p>	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	<p>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).</p>	

Date: _____

Place: _____

Signature of Authorized Signatory

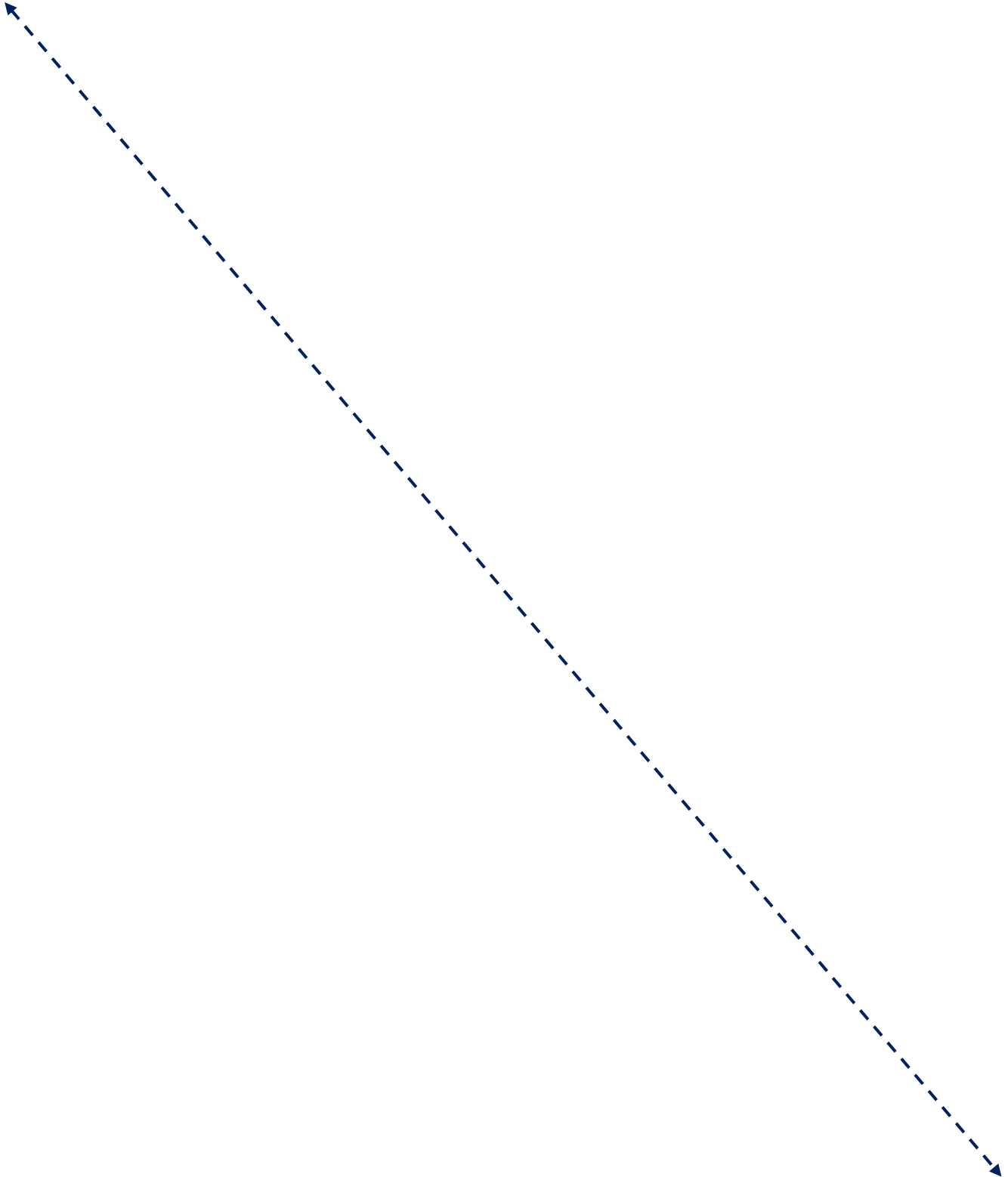
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 6 (A) – Performance Certificate for Bidder

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

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

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

Name of the OEM of the Product & Model/ Services Offered	Date of go-live/ sign-off

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

The project is successfully running till date **OR** the project has completed its course on _____ (Month and Year).

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

Date: _____

Place: _____

Signature of Authorized Signatory

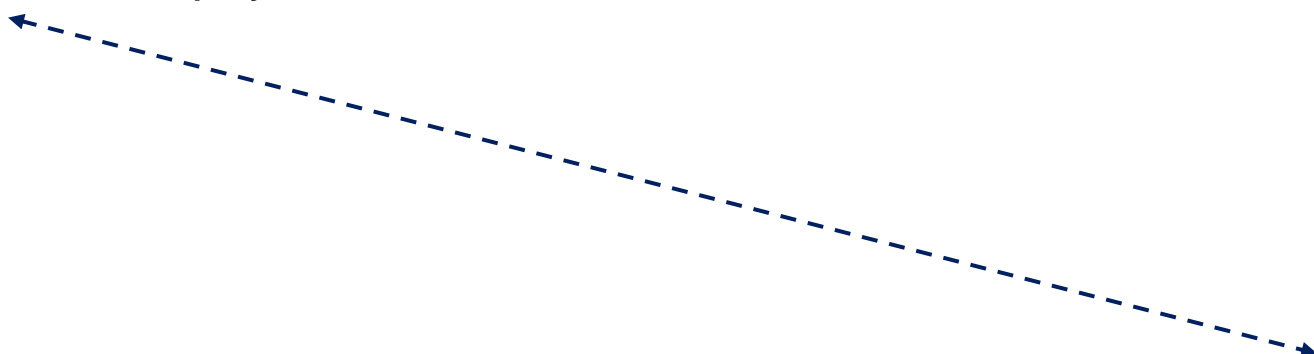
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 6 (B) – Performance Certificate for OEM

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

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

Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

Name of the OEM of the Product & Model/ Services Offered	Date of go-live/ sign-off	No. of licenses Deployed

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

The project is successfully running till date **OR** the project has completed its course on _____ (Month and Year).

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

Date: _____

Place: _____

Signature of Authorized Signatory

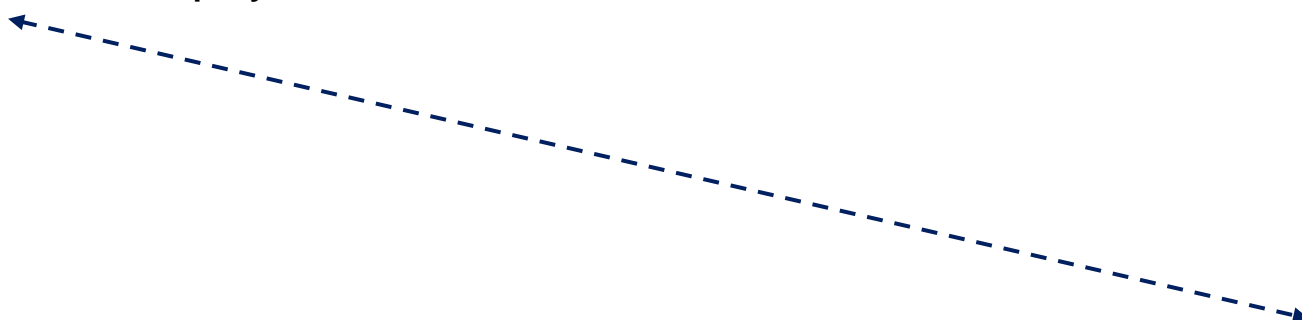
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 7 - Litigation Certificate

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

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

Date: _____

Place: _____

Signature of Authorized Signatory of CA/Statutory Auditor

Name of Signatory:

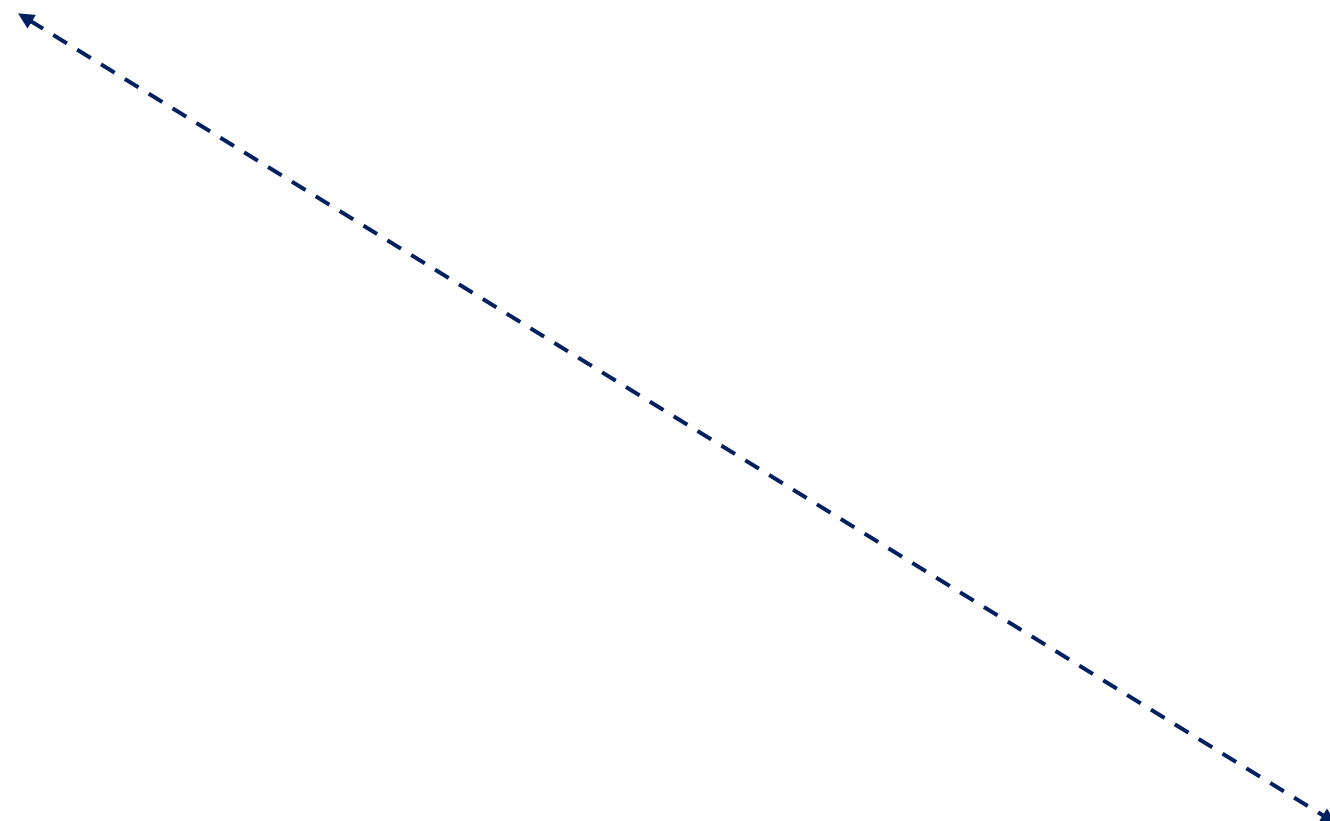
Designation:

Email ID:

Contact No:

Seal of Company:

UDIN No:



Annexure 8 – Undertaking for Non - Blacklisted

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

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

Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

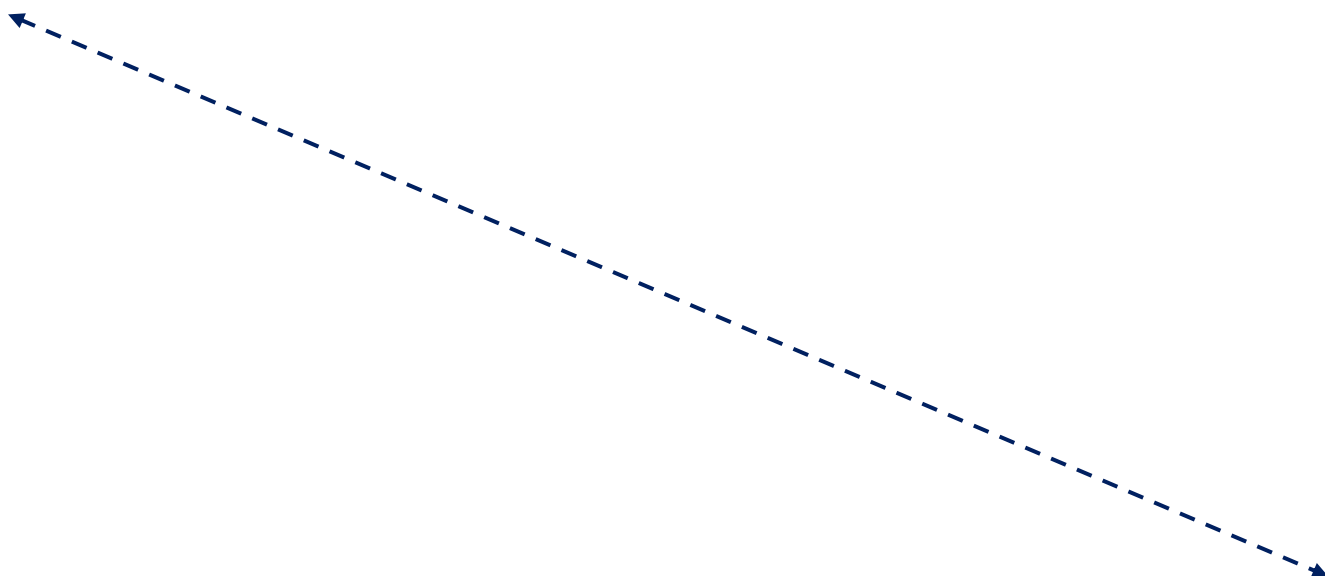
We M/s _____, a company incorporated under the Companies Act, 1956 OR Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008 with its _____ Registered _____ office _____ at, _____ do hereby confirm that we have not been blacklisted/ debarred /banned by the Government / Government agency / Banks / Financial Institutions / PSUs in India as on date of bid submission.

Thanking You,

Yours faithfully,

Date: _____

Place: _____

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

Annexure 9 (A) – Turnover Certificate for Bidder

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

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

This is to certify that M/s _____, a company incorporated under the Companies Act, 1956 OR Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008 with its Registered Office at, _____ has the following Turnover, Net Profit/Loss and Net worth. This information is based on the Audited Financial Statements for FY2020-21, FY2021-22 and FY2022-23 (to be submitted for years as per Eligibility Criteria – Annexure 3).

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

Date: _____

Place: _____

Note: Only Bidder Company's / Firm's figures need to be mentioned. . (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 9 (B) – Turnover Certificate for OEM/OSD

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

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

This is to certify that M/s _____, a company incorporated under _____ with its Registered Office at, _____ has the following Turnover, Net Profit/Loss and Net worth. This information is based on the Audited Financial Statements for FY2020-21, FY2021-22 and FY2022-23 (to be submitted for years as per Eligibility Criteria (ANNEXURE-3))

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

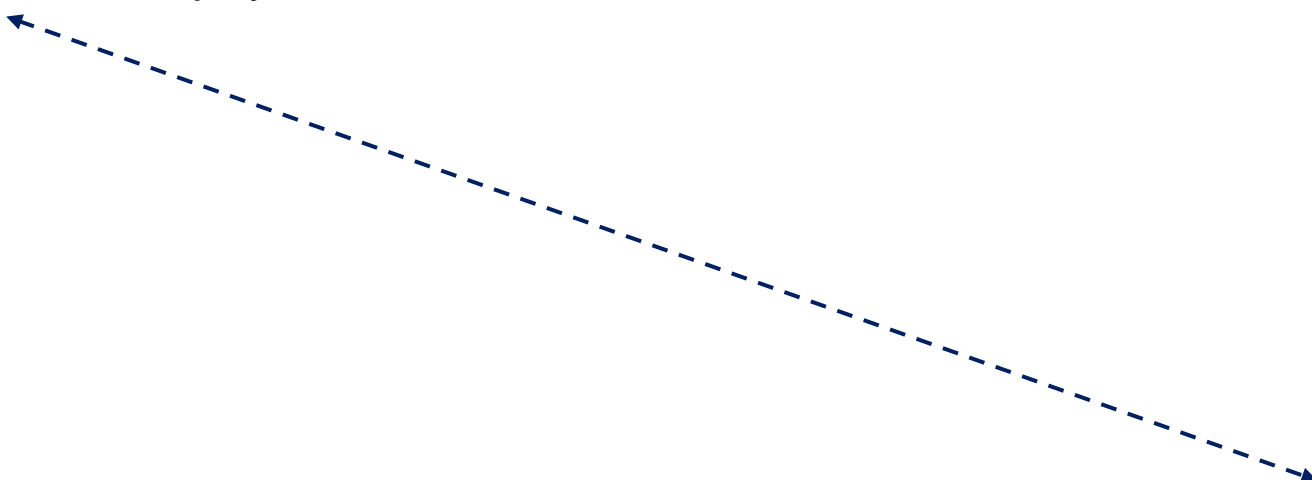
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 10 – Performa for Integrity Pact

To

The Assistant/ Deputy General Manager

I T Procurement Department

Punjab National Bank

I.T. Division, Head Office New Delhi

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

Dear Sir,

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

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

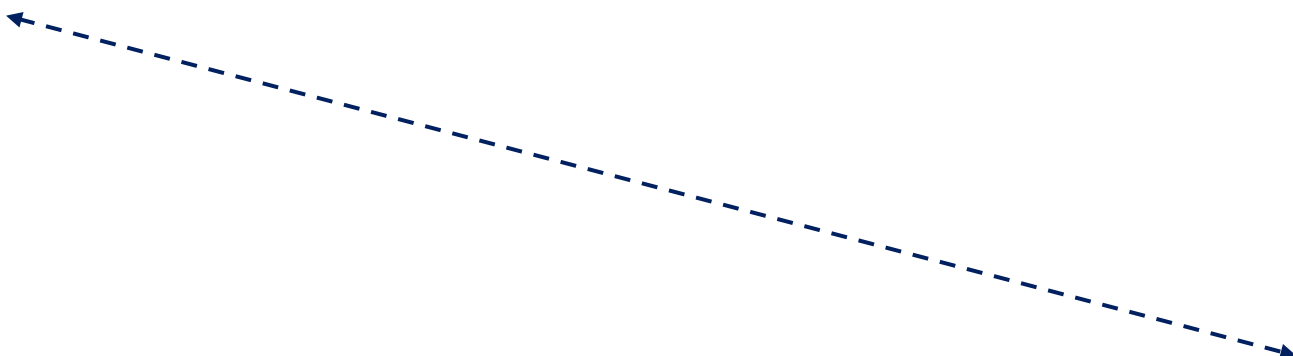
I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank.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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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



INTEGRITY AGREEMENT

(On Stamp paper of appropriate value)

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

AND

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The

Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4- Compensation for Damages

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

Section 5- Previous transgression

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

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

1. The principal appoints competent and credible Independent External Monitor (IEM) Sh. Madhusudan Prasad (IAS-Retd.), (email ID: mprasad23@gmail.com), (Mob no. 9717585556) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement. The IEMs are not to be

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

Section 09- Pact Duration

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

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

Section 10- Other provisions

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

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure 11 – Performa for the Bank Guarantee

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To
The Assistant/ Deputy General Manager
IT Procurement Department

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

Dear Sir,

In accordance with your bid reference no. _____

Dated _____ M/s _____ having its
registered office at _____ herein after

Called 'bidder') wish to participate in the said bid for **Request For Proposal (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.** An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

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

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

"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 _____

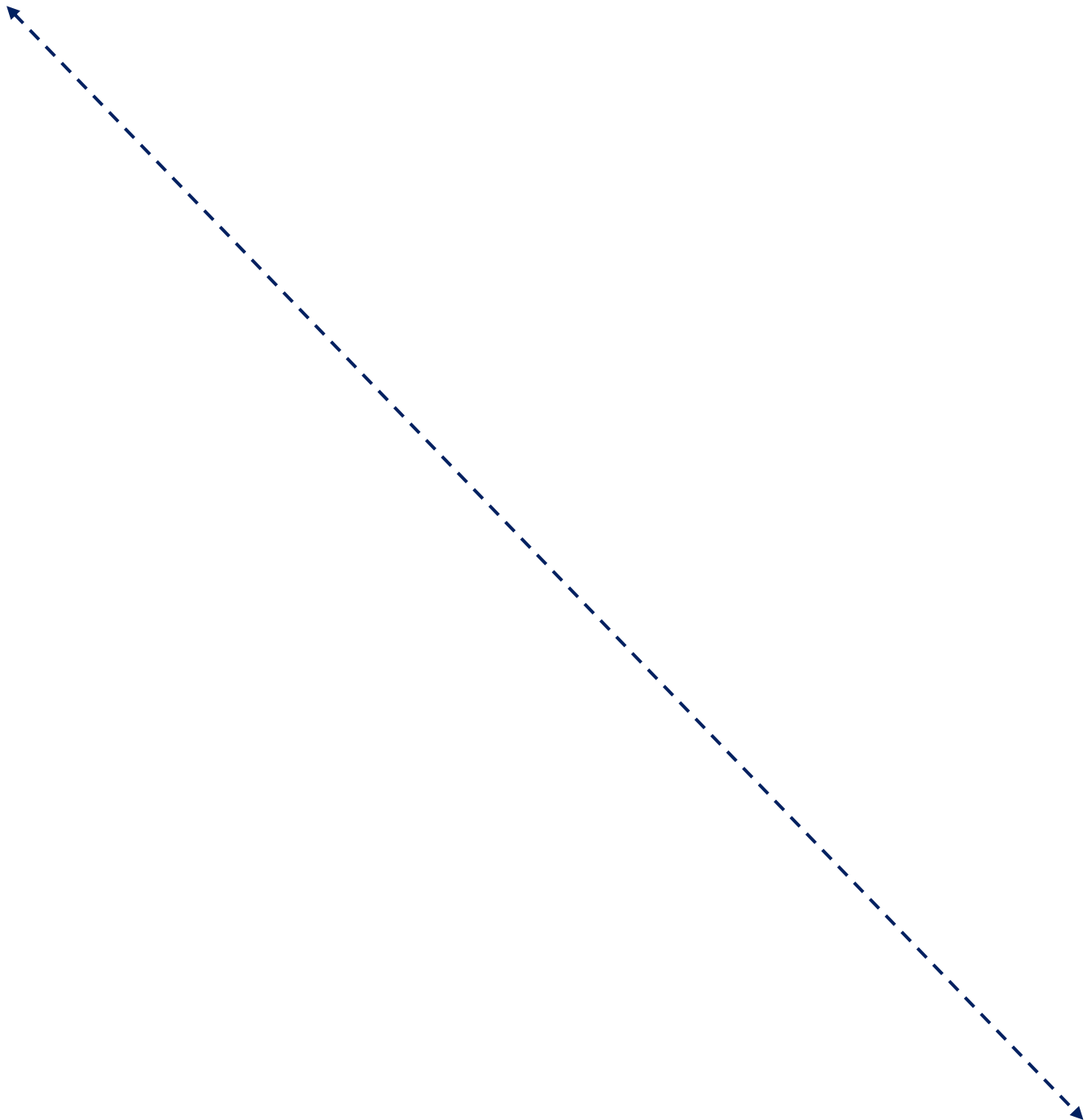
Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal



Annexure 12 – NDA (Non-Disclosure Agreement)

(on Stamp paper of appropriate value)

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

AND

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

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

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

Now this Agreement witness the: -

1) Proprietary Information:

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

which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

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

2) Confidential Information:

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

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

information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3) Confidentiality:

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

4) Non-Disclosure of Proprietary and Confidential Information:

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

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

5) Limit on Obligations:

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

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

6) Return of Documents:

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

7) Communications:

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

1.....

2.....

M/s _____ Attn: _____

1.....

2. _____

8) Term:

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

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

9) Damages:

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause

substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire direct loss and damages on account of such disclosure..

- (c) Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
- (e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

10) Arbitration & Governing Law:

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

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

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

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

The venue of the arbitration shall be Delhi.

11) Permitted Disclosure

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

12) Ownership of Information

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

13) No Representation

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

14) No Assignment

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

15) Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity,

legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

16) Delay or Waiver

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

17) Governing Law

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

18) Indemnity

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

19) Modification

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

20) Remedies and Relief:-

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

21) Notices:

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

22) Miscellaneous

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

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

For M/s_____

Authorized Signatory

Shri _____

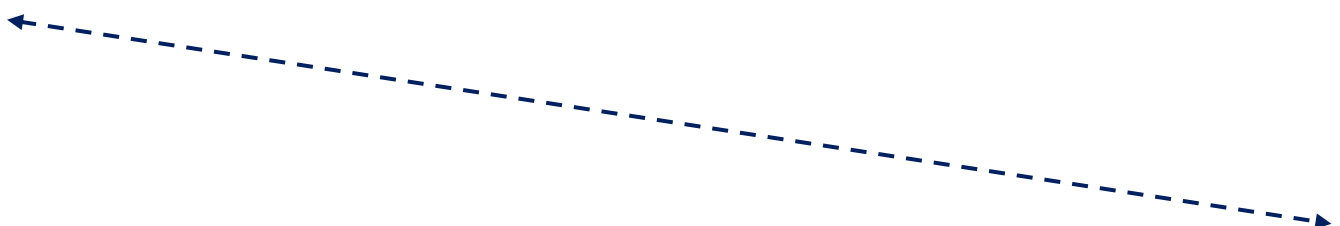
Designation_____

For Punjab National Bank

Authorized Signatory

Shri _____

Designation_____



Annexure 13 (A) – Escalation Matrix of Bidder

(To be submitted on company letterhead of bidder)

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

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

We hereby confirm that we have 24x7 throughout the year support contact center in order to log the calls of Bank and submit below the escalation matrix of our organization (M/s _____) for NMS solution for Punjab National Bank related issues as following:

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

(*Add as many rows as required)

Date: _____

Place: _____

Signature of Authorized Signatory

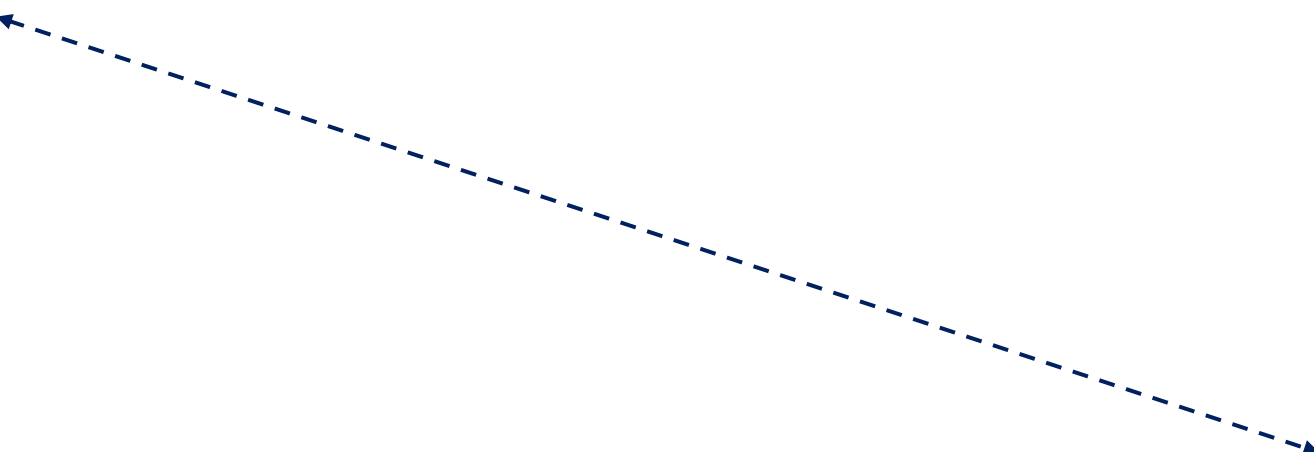
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 13 (B) – Escalation Matrix of OEM

(To be submitted on company letterhead of OEM)

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

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

We hereby confirm that we have 24x7 throughout the year support contact center in order to log the calls of Bank and submit below the escalation matrix of our organization (M/s _____) for NMS Solution for Punjab National Bank related issues as following:

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

(*Add as many rows as required)

Date: _____

Place: _____

Signature of Authorized Signatory

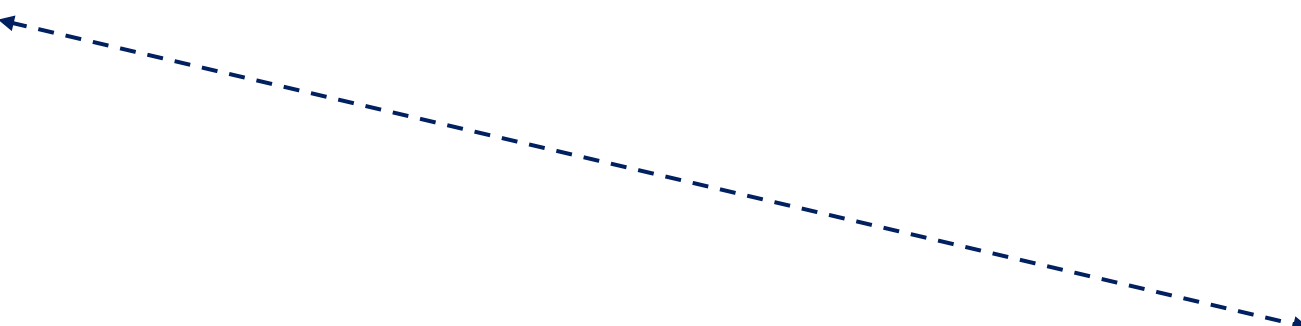
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 14 – Undertaking for Labour Law Compliance

(To be submitted on Bidder's letterhead)

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

Sir

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

Date: _____

Place: _____

Signature of Authorized Signatory

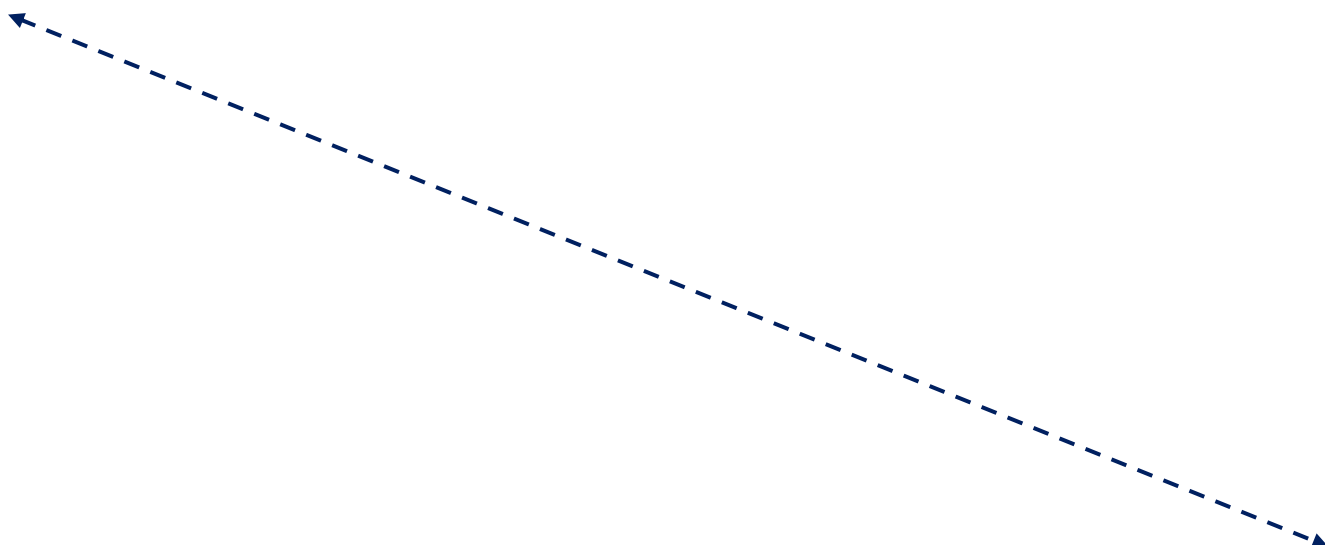
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 15 – 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/ Deputy General Manager
I. T. Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

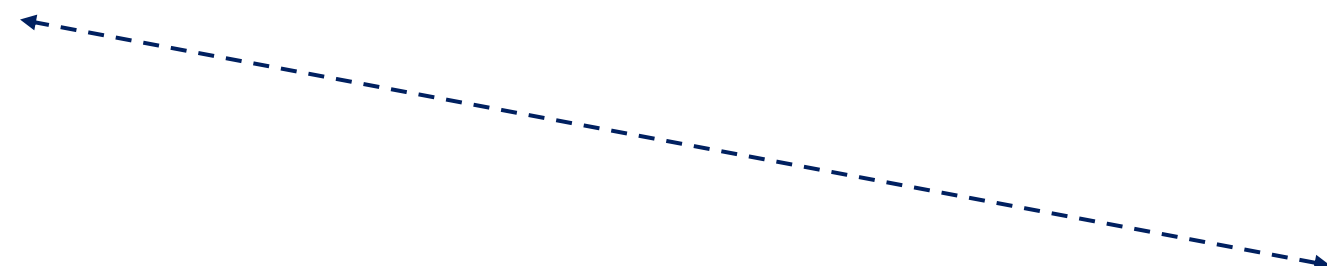
Name of Signatory:

Designation:

Email ID:

Contact No.:

Seal of Company



Annexure 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

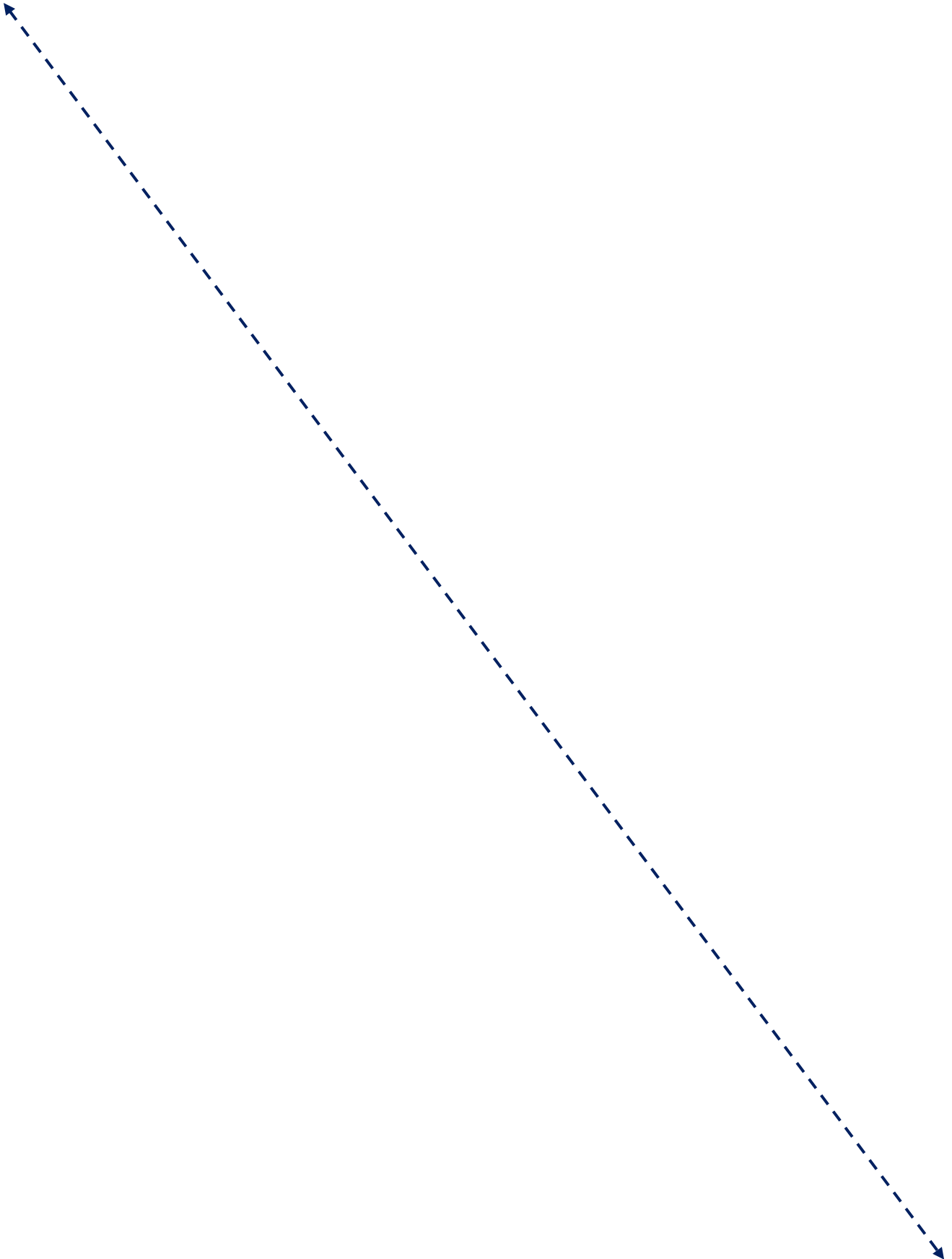
The Assistant/ Deputy General Manager
I. T. Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab National Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by PNB on GEM Portal and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by GEM portal.
5. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____ who is the holder of POA and designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction. In case of any change in the designated person, the same shall be informed to the Bank prior to 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 in terms of RFP.

Signature of Authorized Signatory**Name of Signatory:****Designation:****Email ID:****Mobile No:**

Telephone No.:
Seal of Company:



Annexure 17 - Manufacturer's (OEM) Authorization Form (MAF)

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

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

Dear Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

We hereby submit the following: -

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

Table-A

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

(Add as many rows as required)

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

RFP requirements. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

In case the bidder i.e. M/s _____ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through third party/any other authorized Partner of ours, who satisfies the eligibility criteria of this RFP.

With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second-hand components, parts, assembly are being supplied.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

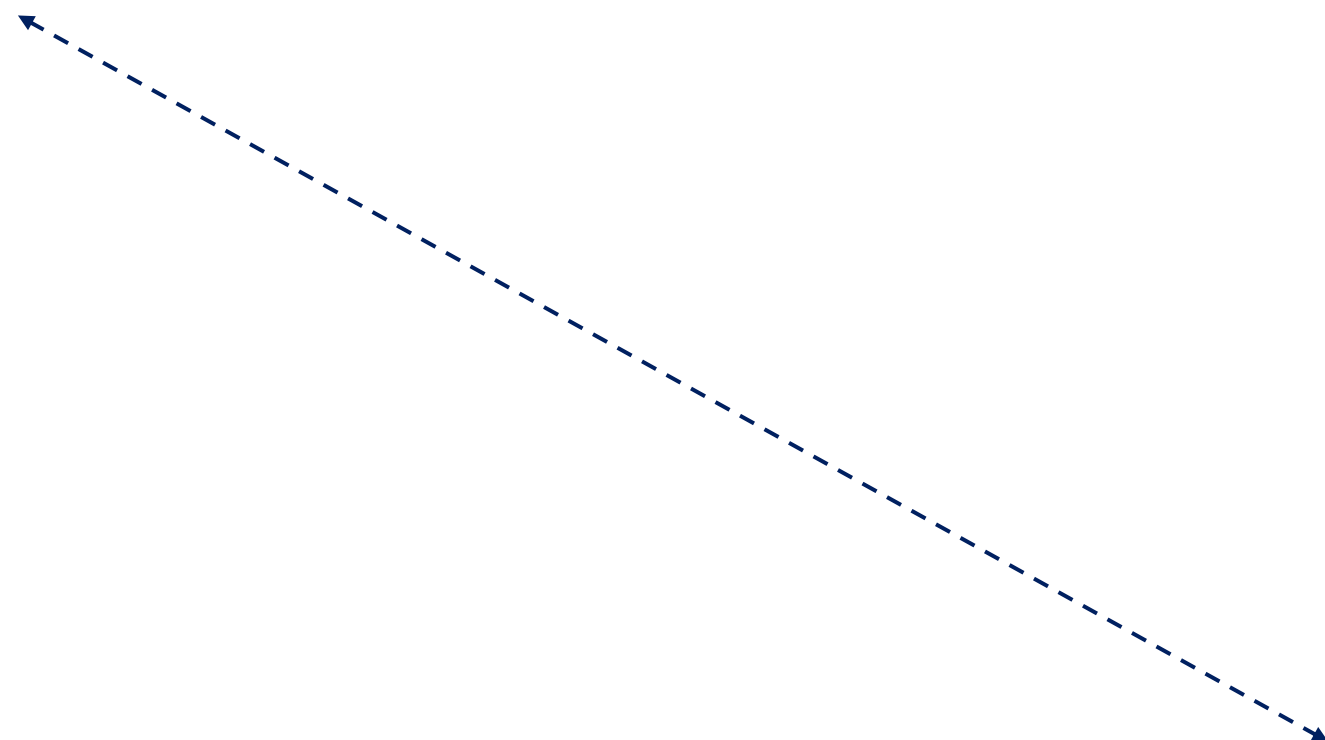
Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



Annexure 18 - Undertaking for Being the OEM/ OSD of the Offered Product

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

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

Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

We hereby submit the following: -

We, M/s_____ are the OEM/ OSD of the devices/components/solution/services (as per Table A) having manufacturing/ development centre's at _____ do hereby offer our quotation against the above bid invitation with our products.

Table A

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

(Add as many rows as required)

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

With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original

new components / parts / assembly / software only and that no refurbished, duplicate, second-hand components, parts, assembly are being supplied.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

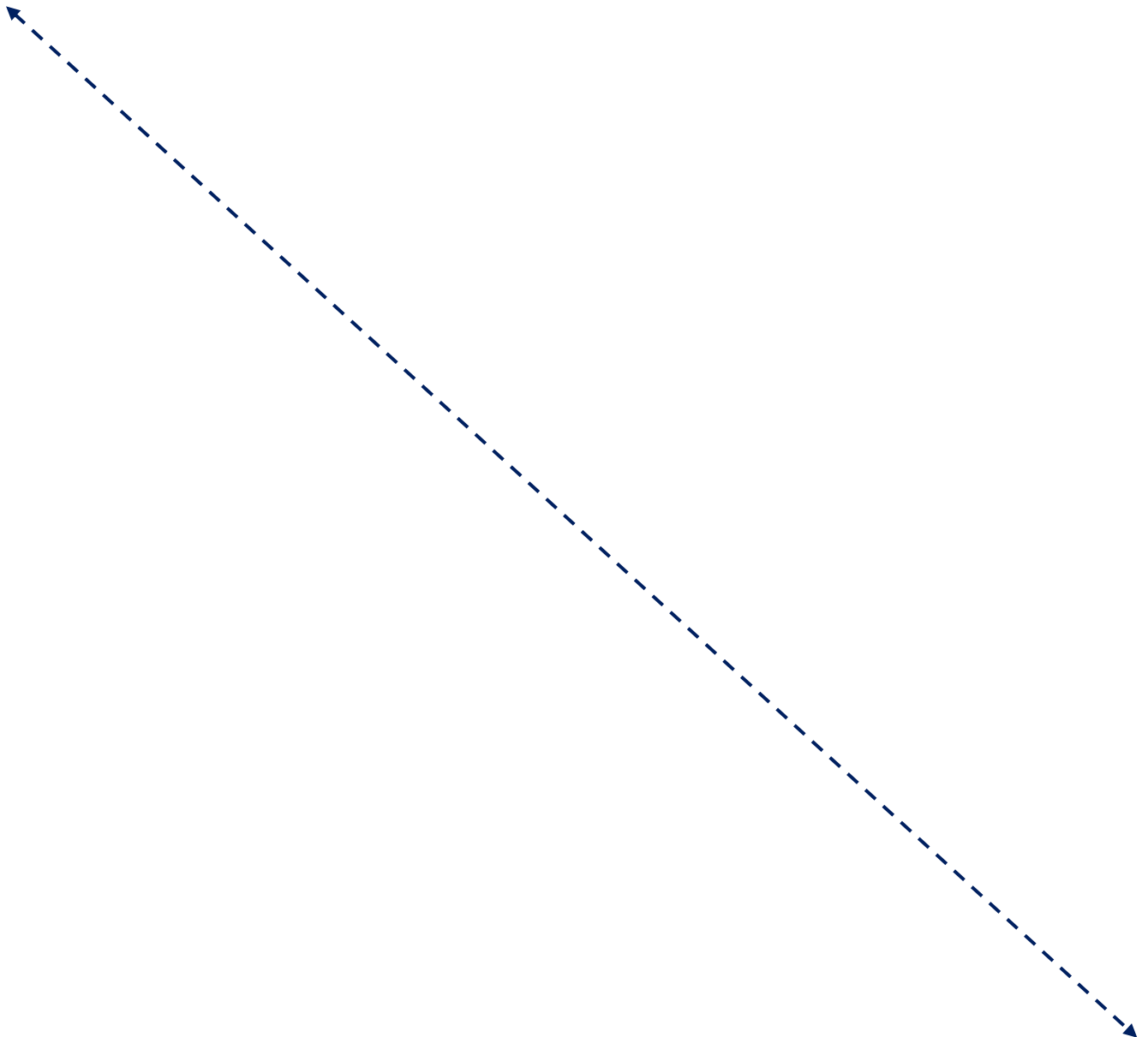
Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



Annexure 19 (A) - Certificate Regarding Land Border Clause by OEM/ OSD FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

We M/s _____, having its registered office at _____ OEM/ OSD of _____ (item), having model No/version no.: _____, offered in this RFP, through our authorized Service provider, M/s _____, hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and subsequent amendments & clarifications regarding Land Border sharing.

(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:

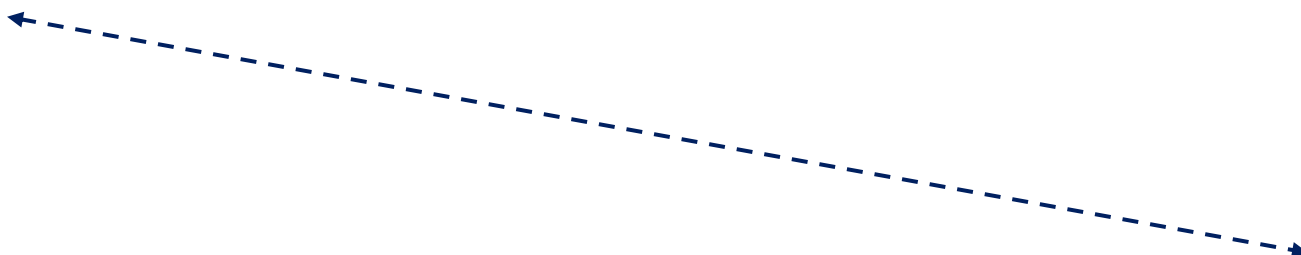
Designation:

Email ID:

Mobile No:

Telephone No.

Seal of Company:



Annexure 19 (B) - Certificate Regarding Land Border Clause by Bidder for PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

We M/s _____, having its registered office at _____ have directly participated in the captioned RFP hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and subsequent amendments & clarifications regarding Land Border sharing.

(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:

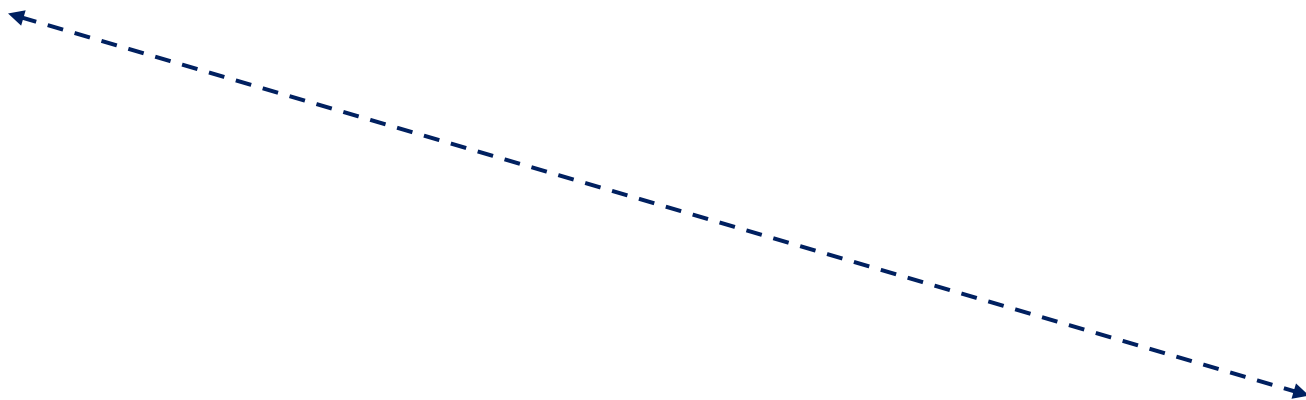
Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



Annexure 20- Undertaking of Information Security

(To be provided on letter head of Bidder)

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

Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

We also undertake that:

(a) The Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

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

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of Company:

Annexure 21- Undertaking/Declaration for Support Centre **(To be submitted on Bidder's letterhead)**

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

Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

(Strike off whichever is not applicable):

We M/s _____, a company incorporated under the Companies Act, 1956 OR 2013 OR Partnership Bidder registered under LLP Act, 2008 do hereby confirm that we have 24 X 7 support centre (s) in India at the following location:

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

(Add as many rows as required)

Thanking You,
Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 22 – Authorization Letter for Authorized Signatory

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

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

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

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

Signature of Bid Signing Authority

Date: _____

Place: _____

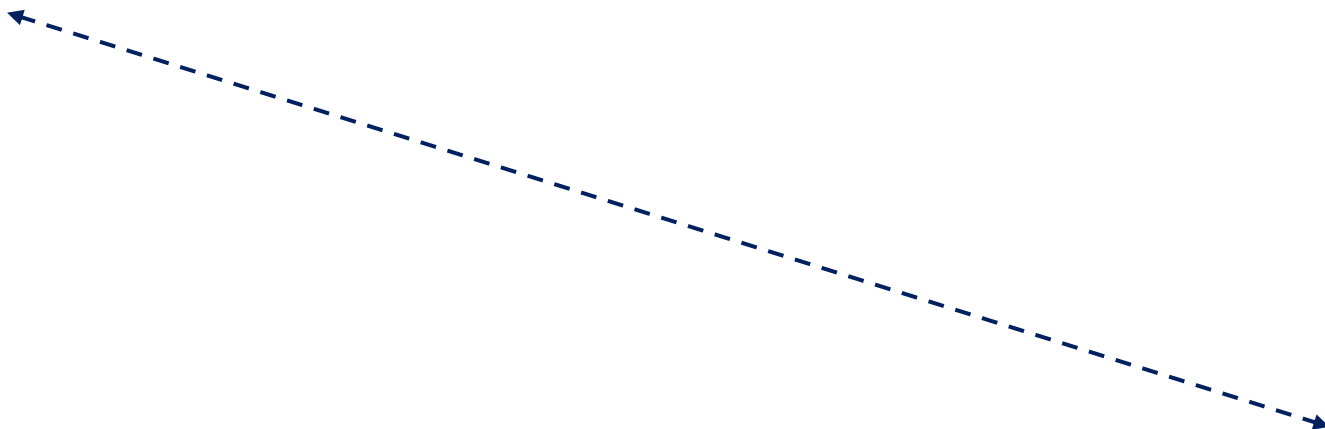
Yours faithfully

Signature of Director/Company Secretary/Equivalent Authorized Board Member

Name of the Signatory:

Designation:

Seal of Company:



Annexure 23 – Undertaking that Bidder or its Subsidiaries are not engaged with PNB for any Consultancy Services

(To be submitted on Bidder's letterhead)

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

Sir,

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

We M/s _____, a company incorporated under the Companies Act, 1956 OR Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008 with its _____ registered _____ office _____ at, _____ do hereby confirm that we or any of our subsidiary have not been engaged with Punjab National Bank for any consultancy services.

This declaration is being submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

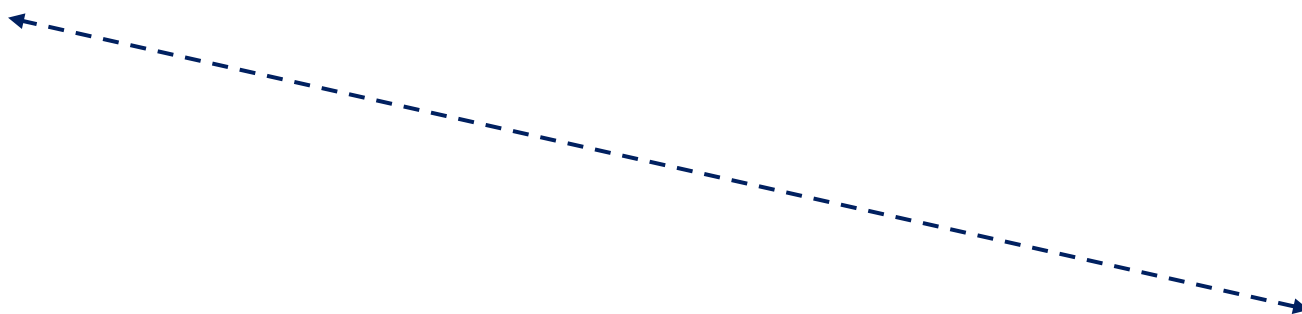
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 24 – Technical Functional Specification Compliance FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

(To be submitted in letterhead of OEM duly signed by the authorized signatories of Bidder and OEM)

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

S. No	Technical Requirements	Compliance (Y/N)
1.	The solution should be capable to monitor & manage up-to 35000 devices (of Bank, sponsored RRBs, Associated Organizations and overseas entities) and must have option to future scale (horizontally & vertically). Further scalability can be supported by adding additional servers when required instead of changing the existing infrastructure	
2.	The proposed solution should integrate with Banks' Ticketing Tool/ITSM used by the Bank during the contract period.	
3.	The Proposed Solution should support IPv4 & IPv6	
4.	The Proposed Solution should support SNMPv2 & SNMPv3 or any other latest version.	
5.	The solution should be deployed in HA mode at DC and DR both places	
6.	The solution shall monitor all the links (MPLS/Lease circuit/internet link/Broadband/SDWAN/4G/5G etc.) for availability, fault, performance and utilization.	
7.	The solution should provide ability to correlate events across the spectrum of infrastructure components and should support events from components including Network, hardware, multiple-platform systems etc.	
8.	The management console of the proposed solution should be GUI based over secure protocols for managing & monitoring the Banks' Network infrastructure.	
9.	The solution must have role based access which includes multiple user level of delegation. It should have feature to allocate or assign certain resource and/or solution to particular user for which they are responsible to work & monitor. User specific role and access customized capability of solution should be available.	
10.	The solution should have ability to provide a GUI event console of the entire environment for event monitoring,	

	and each event must have different colour code like red, green, amber etc. as per severity level.	
11.	The solution should provide ability to capture all events that are being generated across the complete IT infrastructure (Network Device Infrastructure which includes various models of routers and switches with different OEMs).	
12.	The solution should integrate with TACACS+, PIM, AD for Centralized Group/Role/User Management	
13.	The solution should provide ability to generate web based real-time reporting and historical reporting of elements in the infrastructure, providing the ability to format and present data in a graphical and tabular format.	
14.	There should be real-time dashboard view of complete Banks' environment i.e. Branch/DC-DRS, links & devices etc.	
15.	The solution should have single login for monitoring and fetching performance data/details.	
16.	The solution should have granular level of monitoring i.e. Branch types, device types, links, DC-DR links and devices and link types.	
17.	The solution should have option to customize SLA driven reports as per Bank Requirement.	
18.	There should be configuration option to customize alarms/alerts (i.e. email at different hierarchy as per case severity level). The solution should have notification to provide alerts and notification using E-mail, SMS.	
19.	Automatic synchronization/replication should be provided between DC and DR setup of the Bank.	
20.	Any software/utility being offered in this RFP must be Enterprise supported version.	
21.		

Date: _____

Place: _____

Signature of Authorized Signatory

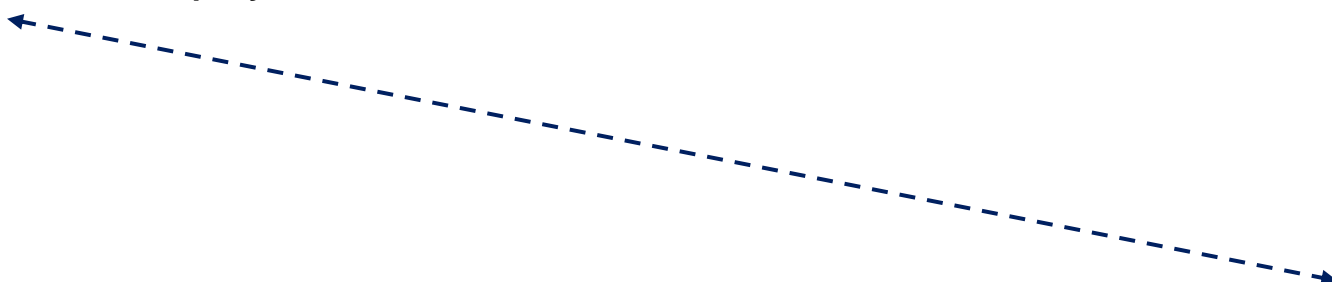
Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 25 – Undertaking for submission of information

(To be provided on letter head of Bidder)

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

Sir

Reg.: RFP FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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 the last 3 years
15	Net worth of the Company
16	Profits of the last 3 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:

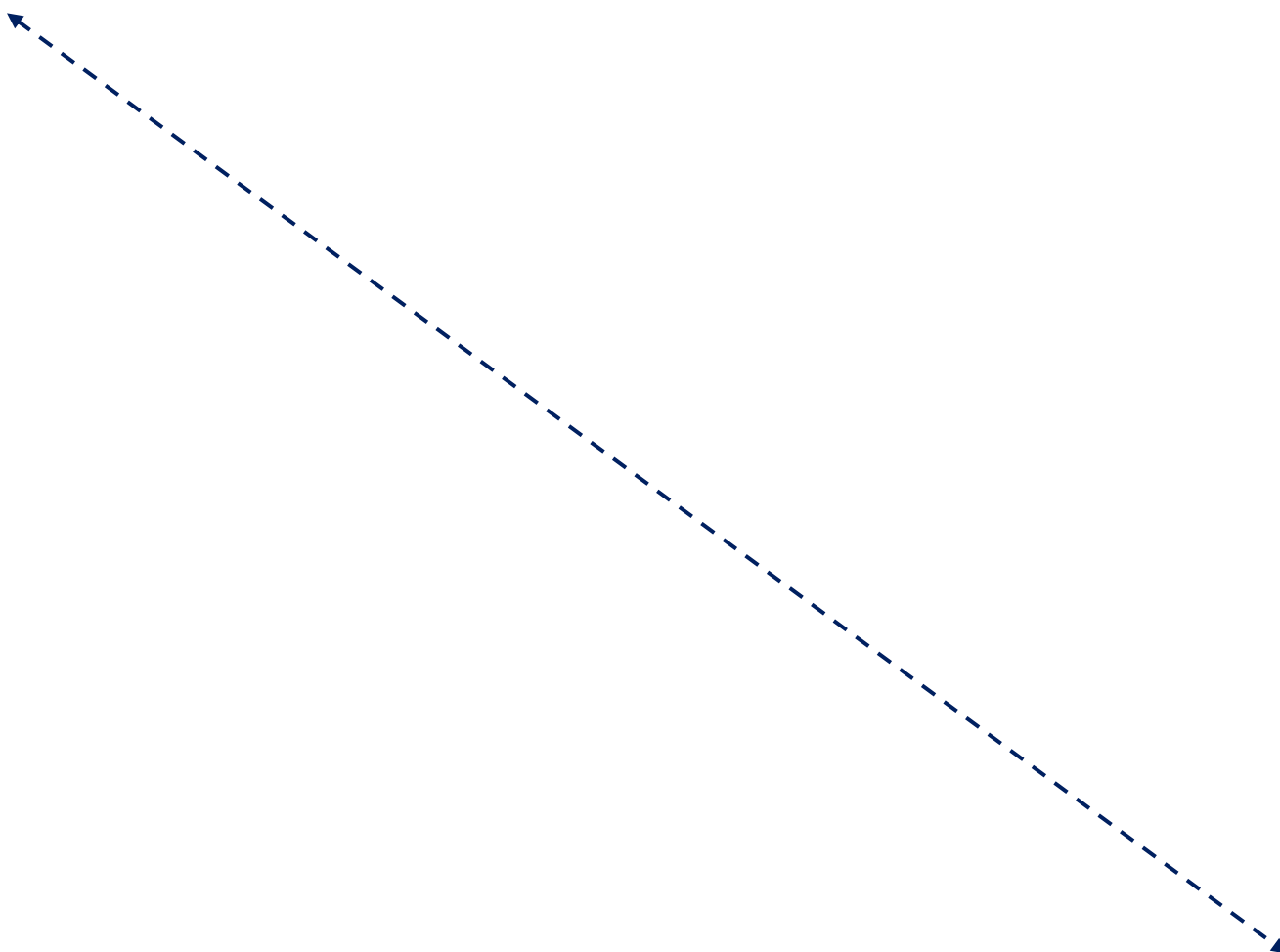
Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



Annexure 26 – Bill of Material (BOM) of Offered Solution/ Hardware (To be submitted on Bidder's letterhead)

REG.: R REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

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

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

SERVER FOR DC & DR		Remarks/ Specification
Make & Model: (Please mention)		
CPU	Physical Processor Count: Core Count: Processor Base Frequency: Processor Turbo Frequency: L3 Cache memory:	
Memory		
Hard Disk Storage		
Harddisk Type		
Ports		
Others		

Table-2: Software Bill of Material

Software	Details (Make/Version / Release etc.)	No. of Licenses	Type of Licenses	Compliance & Remarks
Perpetual Enterprise License for NMS Solution				
Operating System				

Bidder may add as many rows and columns as required.

- The quantity mentioned by the Bidder should be as per the requirement of the Bank
- *This is merely for understanding the hardware & software sizing and Bidder to mention all Other Information Related to all the Items of the complete solution (Please provide in tabular Format). If any item mentioned in the BoM is not a part of the TCO, 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

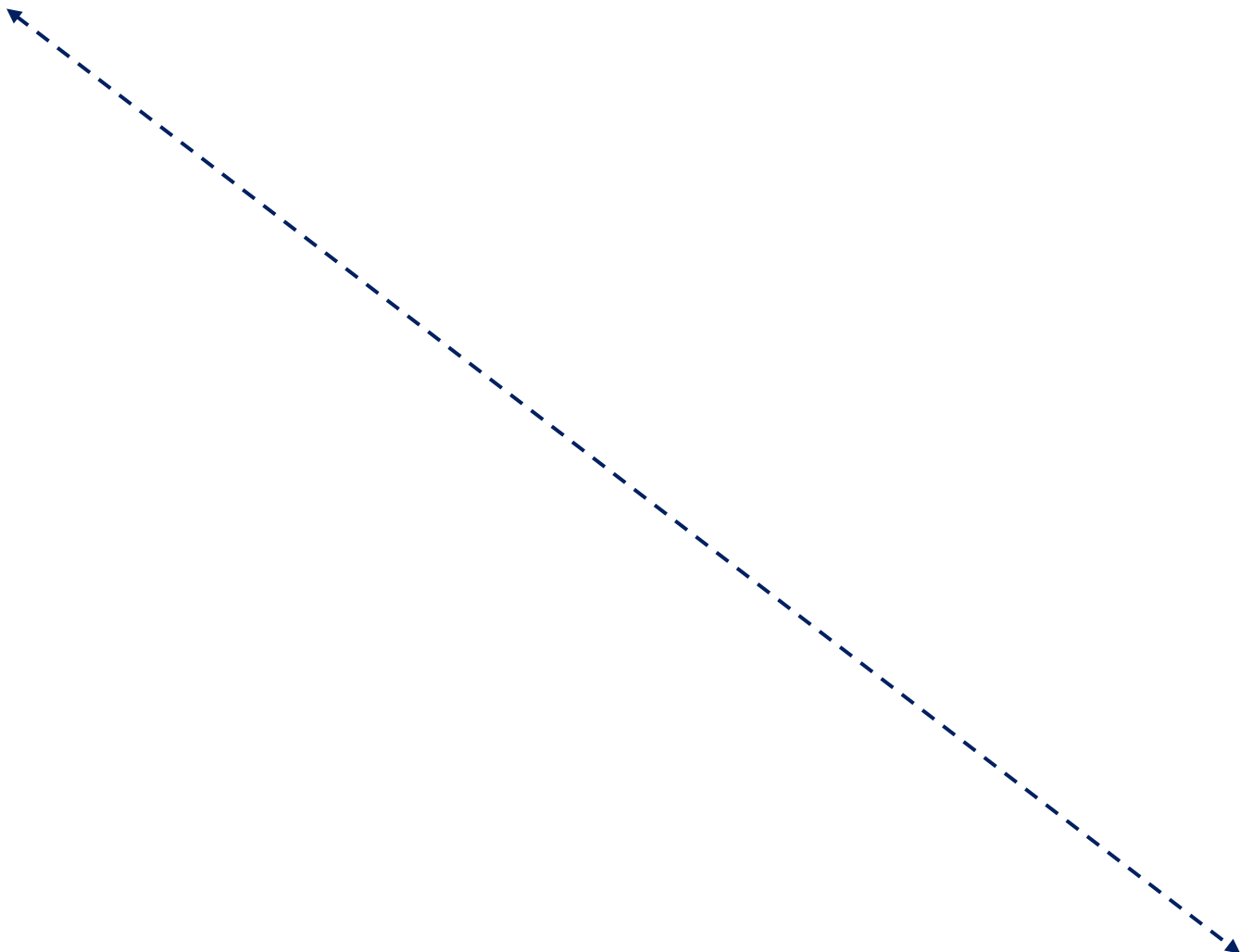
Name of Signatory:

Designation:

Email ID:

Contact No.:

Seal of Company



Annexure 27 – Format for Commercial Price Bidding (Must be uploaded as Excel Format while Submission of Commercial Bid)

(To be provided on letter head of Bidder)

REF.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

Note: Bidder should not upload any information regarding the Commercial Bid as part of the Technical Bid.

Item No.	Procurement Particulars	Item Description	Tentative Item Quantity	Unit of Measure	Unit Price per unit of Measure excluding GST	GST % on unit price	GST Amount on Unit Price	(Amount in Actual Indian Rupee)			Remarks
								Total Price without GST	Total Price inclusive GST		
	[A]	[B]	[C]	[D]	[E]	[F]	$[G]=[E] \times [F] / 100$	$[H] = [C] \times [E]$	$[I] = [C] \times ([E] + [G])$	[J]	
1	Perpetual Enterprise License for NMS Solution including its Support at DC and DR including 3 years warranty	As per RFP terms	28,000	number			0	0	0		
2	One Time Implementation cost of NMS Solution including all components at DC and DR	As per RFP terms	1	set			0	0	0		
3	Annual Technical Support (ATS) for Perpetual Enterprise License of NMS Solution per year including its Support at DC and DR	Cost of ATS per year post warranty	56,000	28,000 numbers per year for 2 years			0	0	0		
4	Operating System Enterprise License (Perpetual License) for underlying Operating system including its installation at DC and DR.	As per RFP terms	2	set (1 for DC and 1 for DR).			0	0	0		

5	Per Year Operating system License Annual Technical Support ATS/ Software Upgrade Assurance (SA) (Perpetual based model) for 5 years at DC and DR. OR Per year Operating System Enterprise License Subscription Cost (Subscription based model) for 5 years at DC and DR.	As per RFP terms	10	2 set of licenses, 1 for DC and 1 for DR, for 5 years			0	0	0	
6	Onsite Deployment of Resource (L1) at DC	As per RFP terms	10	2 numbers of resources for 5 years			0	0	0	
7	TCO: TOTAL COST OUTLAY (Sum of 1 to 6)							0	0	

Note:

- Item No. 4 and 5: 1 set includes the total quantity of license required to run the overall NMS solution based on the Licencing policy of OSD of Operating System. This condition applies for License and ATS both.
- Bidder is to provide all the components to run the overall NMS solution as per the requirement mentioned in the RFP document within the TCO (mentioned at Item. No. 7), and no extra cost will be paid by the Bank over and above the TCO.
- Bidder to quote the price in Item No. 4 in case of Perpetual license. Else the Bidder to quote it as Not Applicable.
- if a firm quotes NIL charges/consideration for any line item, then that particular line item will be considered as free of Cost.
- In case of Open-Source Software being quoted as the component of the overall solution, OEM (of NMS Solution) / Bidder must have ownership and copyright for selling the product license and to provide patches and upgrades during contract / extended contract period. They should provide MAF for the same and mention the detail of software viz. Name of Software, Version etc in Bill of Material (BoM).
- The rates quoted in Commercial offer should be inclusive of all taxes and duties as per terms and conditions of GeM. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product. Bidder shall provide the breakup of the cost in the uploaded commercial file.
- ATS will be applicable after expiry of warranty period of three years.

Date: _____

Place: _____

Signature of Authorized Signatory

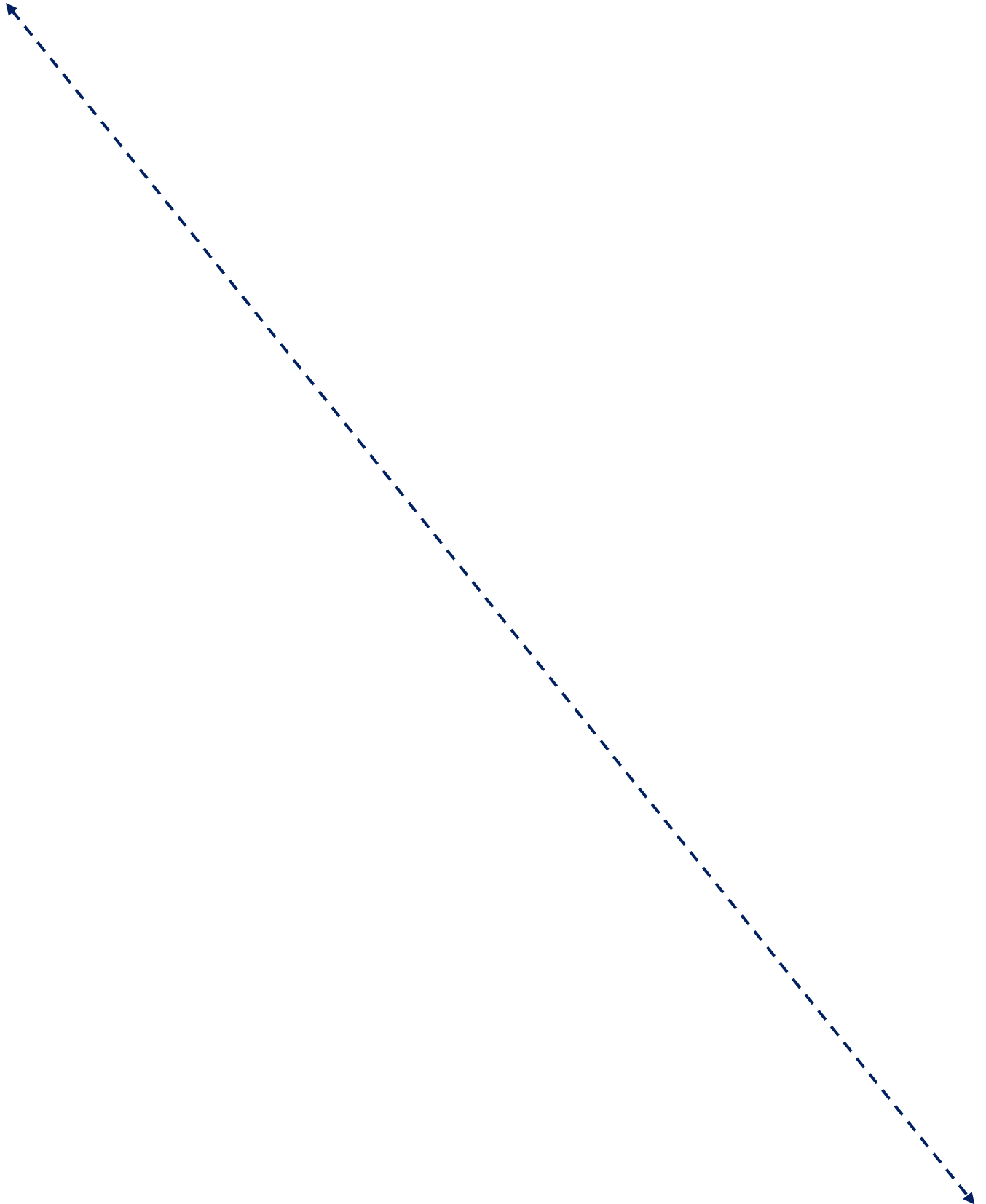
Name of Signatory:

Designation:

Email ID:

Contact No.:

Seal of Company



Checklist

(To be submitted on Bidder's letterhead)

REG.: REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF NMS (NETWORK MONITORING SYSTEM) SOLUTION.

S No.	Document	Document to be submitted from	Compliance (Yes/No)	Page No.
1.	Proof of EMD	Proof of EMD submission/ Bank Guarantee in Original		
2.	Certificate of Local Content – Class I/Class II Local Supplier or Nonlocal supplier as per RFP clause no.: 1.14.1 of this document	Bidder/CA Certificate		
		OEM(s) if applicable		
3.	Certified copy of the latest Board Resolution in favor of Authorized Person(s)	Bidder		
		OEM(s) if applicable		
	Signature of authorized person duly authorized by the Company Secretary/ Director along with validity of the authorization as per Annexure - 22	OEM(s)		
	Power of Attorney (preferably in Original), if applicable.	Bidder		
		OEM(s)		
4.	Copy of Certificate of incorporation	Bidder		
5.	Performance Certificate as per Annexure-6(A) or as mentioned in eligibility criteria.	Bidder		
	Performance Certificate as per Annexure-6(B) or as mentioned in eligibility criteria.	OEM(s)		
6.	Turnover Certificate for three (3) consecutive financial years i.e., FY2020-21, 2021-22 and FY 2022-23 as per Annexure 9 (A) along with audited Balance sheet and Profit & Loss statement.	CA Certificate for Bidder along with audited balance sheet and Profit &		

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

24.	Undertaking for submitting NDA as per Annexure-12 Non-Disclosure Agreement	Bidder		
25.	Annexure-13 (A) Escalation Matrix of Bidder	Bidder		
26.	Annexure-13 (B) Escalation Matrix of OEM	OEM (s)		
27.	Annexure-14 Undertaking for Labor Law Compliance	Bidder		
28.	Annexure-15 Self declaration for compliance to RBI master direction on outsourcing of IT services	Bidder		
29.	Annexure-16 Compliance Statement cum Price confirmation letter – Reverse Auction	Bidder		
30.	Annexure-17 Manufacturer's (OEM) Authorization Form (MAF) OR Annexure-18 Undertaking for being the OEM of the Offered Product	OEM(s)		
31.	Annexure-19(A) Certificate Regarding Land Border Clause by OEM for RFP for procurement of NMS (Network Monitoring System) Solution	OEM(s)		
32.	Annexure-19(B) Certificate Regarding Land Border Clause by Bidder for RFP for procurement of NMS (Network Monitoring System) Solution	Bidder		
33.	Annexure 20 - Undertaking of Information Security from the Bidder	Bidder		
34.	Annexure 21 - Undertaking/Declaration for Support Centre	Bidder		
35.	Annexure 22 - Authorization Letter for Authorized Signatory	OEM(s)		
36.	Annexure 23 – Undertaking that Bidder or its Subsidiaries are not engaged with PNB for any Consultancy Services	Bidder		
37.	Signed RFP document along with Corrigendum issued, if any.	Bidder		
38.	Annexure-24 - Compliance to Technical and Functional Requirements	Bidder		
		OEM(s)		

39.	Annexure 25 – Undertaking for submission of information	Bidder		
40.	Annexure 26 – Bill of Material (BOM) of Offered Solution/ Hardware	Bidder		
41.	Annexure 27 – Format for Commercial Price Bidding	Bidder		

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

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

