

**REQUEST FOR PROPOSAL  
FOR  
SELECTION OF VENDOR  
FOR  
PROCUREMENT, IMPLEMENTATION AND MAINTENANCE OF  
DIGITAL BOARD MEETING SOLUTION**

**Tender No: PSB/HOBRD/RFP/1/2021-22  
Dated: 03.09.2021**



**PUNJAB & SIND BANK**

**Head Office Board Department  
Bank House, 21-Rajendra Place  
New Delhi-110008**

### KEY INFORMATION

#	Particulars	Timeline
1	Tender reference no	<b>PSB/HOBRD/RFP/1/2021-22</b>
2	RFP Issuance Date	<b>03.09.2021</b>
3	RFP document available for download	<b>03.09.2021</b>
4	RFP Coordinator Name, Contact details (Bank)	Nilesh Kumar, Chief Manager (IT) Contact : 9868456224 Rakesh Kumar Yadav, Chief Manager (Board) 8839976442
5	Last Date and Time of submission of request for Clarifications Before the Pre-bid Meeting	4:00 PM on (09.09.2021)
6	Bid security declaration	Bid Security Declaration form for Rs. 1.00 Lakh as per <b>Annexure- 03.</b>  <i>#All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of Tender Fee and Bid security declaration only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.</i>
7	Date, Time and mode of Pre-bid Meeting	12:00 Noon on (10.09.2021) Online on the Below Link: <a href="https://punjabandsindbank.webex.com/join/ho.it">https://punjabandsindbank.webex.com/join/ho.it</a>
8	Mode of bid submission & online portal's URL	Mode : Online (Mandatory) and Offline <a href="https://psb.eproc.in">https://psb.eproc.in</a>

9	Support details of Online Portal facilitator	Email: psbsupport@c1india.com Ph: 0124-4302033/36/37.
10	Last Date and time of Submission of RFP Response (Online)	2:30 PM on 24.09.2021
11	Eligibility Cum Technical Bid Opening Date and Time (Online and Offline)	3:00 PM on 24.09.2021
12	Commercial Bid	<b>Through reverse auction.</b> Bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for reverse auction would be communicated separately to the technically eligible vendors.
13	Tender Cost	Rs. 5000/- (Rupees Five Thousand only)
14	Address of Communication	a) Chief Manager Punjab & Sind Bank, HO Board Department, 2 <sup>nd</sup> Floor, 21- Rajendra Place, New Delhi - 110008
15	Email address	<a href="mailto:ho.brd@psb.co.in">ho.brd@psb.co.in</a>
16	Bids to be submitted	<b>Tender box placed at:</b> Punjab & Sind Bank, HO Board Department, 2 <sup>nd</sup> Floor, 21- Rajendra Place, New Delhi - 110008. <b>Bidder has to submit the Bid electronically (mandatory) as well as physically.</b>

### Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, PSB means 'Punjab & Sind Bank'
2. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to

the RFP document

3. RFP means the Request for Proposal document
4. Proposal, Bid means “Response to the RFP Document”
5. Tender means RFP response documents prepared by the vendor and submitted to Punjab & Sind Bank
6. OSD means Original Solution Developer
7. AMC means Annual Maintenance Charges
8. ATS means Annual Technical Support

**Confidentiality:**

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Punjab & Sind Bank expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

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# **1. Introduction**

## **1.1 Introduction and Disclaimer**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Punjab & Sind Bank (“the Bank”) to Request for proposal for selection of vendor for procurement, implementation and maintenance of Digital Board Meeting Solution.

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 to between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document.

## **1.2 Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

## **1.3 For Respondent Only**

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and for no other person or organization.

## **1.4 Confidentiality**

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

## **1.5 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information

(whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

### **1.6 Costs Borne by Respondents**

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

### **1.7 No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

### **1.8 Recipient Obligation to Inform Itself**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

### **1.9 Evaluation of Offers**

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### **1.10 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date and time of receiving clarifications as specified in Section 2.4.

### **1.11 Standards**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

### **1.12 Acceptance of Terms**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

## **2. RFP Response terms**

### **2.1 Contact Details for Responding to RFP - RFP Coordinator**

The Bank has established RFP coordinators to provide a venue for managing vendor relationship and other requirements through the Bank's decision making body for contract clarification.

All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "**Key Information - RFP Coordinator**":

### **2.2 Requests for Information**

Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in "**Point no. 14 in Key Information**" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

### **2.3 Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

### **2.4 Timeframe**

The timeframe provided in "**Key Information**" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

### **2.5 Language of Tender**

The Tender prepared by the Vendor, as well as all correspondence and documents relating to the Tender exchanged by the Vendor and the Bank and supporting documents and printed literature shall be in English language only.

## 2.6 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

## 2.7 RFP Response Submission Details

Bidder should submit their Eligibility Cum Technical and Commercial bids Online i.e. through <https://psb.eproc.in> and offline.

Application Money as mentioned in “**Key Information**” must be deposited through RTGS (Real Time Gross Settlement) / NEFT as mentioned in the clause 2.10. Vendor should submit the bid security as mentioned section 2.9 along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission.

The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

**Commercial Bid - Annexure-13 (Commercial bid must be sealed and signed by authorized signatory by the bidder and must be submitted through online and offline mode and after encryption by e-signer tool only).**

### IMPORTANT POINTS TO BE NOTED

- b) The Commercial bid submission as part of the RFP response without encryption are liable to be rejected.
- c) The RFP response documents should be submitted through online mode and hardcopy of bid has to be submitted at the address mentioned below.
- d) The proposal should be prepared in English in MS Word / Excel / Powerpoint format.
- e) All letters must be addressed to the following:

**Chief Manager**

**Punjab & Sind Bank, 2<sup>nd</sup> Floor**

**HO Board Department, 21-**

**Rajendra Place, New Delhi-**

**110008**

- f) Only one submission of response to RFP by each Respondent will be permitted.
- g) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- h) The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.
- i) Unsigned responses would be treated as incomplete and are liable to be rejected.

## 2.8 Indicative Commercial Bid

- ▶ The Indicative Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- ▶ The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in **Annexure-12** to this RFP.
- ▶ The Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.

## 2.9 Lodgment of RFP Response

### RFP Response Submission - Closing Date

RFP Response shall be received by the bank as indicated in **“Point No. 5 in Key Information”**.

### 2.10 Bid Security Declaration:

The Bidders shall submit a Bid Security Declaration in a sealed envelope as per **Annexure-03**. In case the Bid Security Declaration is not received with the bid then bank reserves the right to forthwith and summarily reject the Proposal of Bidder without providing any opportunity for any further correspondence by the Bidder.

- a. The Bid Security Declaration will be executed if the bidder:
  - i. Fails to honor submitted bid; and/or
  - ii. Withdraws/modify its bid during the period of bid validity; and / or
  - iii. Fails to sign the contract in line with the terms of the RFP; and/or
  - iv. Fails to furnish Performance Bank Guarantee in the in the form and manner to the satisfaction of the Bank; and/or
  - v. Makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information.
- b. In case of Execution of Bid Security Declaration, the bidder may be suspended for five (5) years from being eligible to submit its bids for any contracts with the Bank. The decision of the Purchaser regarding execution of Bid Security Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

## **2.11 Registration of RFP Response**

Registration of RFP response will be affected by the Bank by online and offline mode. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

## **2.12 Late RFP Response Policy**

RFP responses received after the deadline for lodgment of RFPs will not be accepted by the Bank. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

## **2.13 Notification**

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

## **2.14 Formats of Bids**

The vendors should use the formats prescribed by the Bank in the tender for submitting both technical and Indicative commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of similar projects.

## **2.15 Contract period**

The Contract with the selected vendor will be valid for a period of 5 years plus delivery and installation timeline from the date of the acceptance of purchase order by the vendor. The contract will be deemed completed only when all the items and contracted services by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period and extend the contract as per banks requirement.

## **2.16 Escrow Mechanism**

The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the solution which has been duly reviewed by an external independent organization.

### 3. Project Details

#### 3.1 Introduction & Project Overview

**Punjab & Sind Bank**, one of the prominent nationalized Banks of the country, has a national presence through a widespread network of 1500 plus branches all networked under Centralized Banking Solution. It also has a network of more than 1000 plus ATM(s) spread across the country including onsite and offsite ATMs. With more than 113 years of customer services, the Bank has a large satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products.

#### 3.2 Purpose

Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1980, having its Corporate Office at 21-Rajendra Place, New Delhi - 110008 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Vendors, hereafter called as 'Bidders or Vendors', to participate in the competitive bidding for Supply, Implementation and Maintenance of Digital Board Meeting Solution.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement as mentioned in RFP. The participating vendor must agree all our terms & conditions mentioned under this RFP.

#### 3.3 Project Scope

Bank will award the contract to the successful vendor and the vendor should deliver the service as per scope **Annexure-10**.

#### 3.4 Infrastructure

The Vendor needs to size the infrastructure (Hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the **Annexure-09 – Technical Requirement (Project Scope)** and propose the same as part of their technical bid submission. Required Network infrastructure and Bandwidth, DC/DR hosting space, rack space for implementation of the Digital Board Meeting Solution will be provided by the Bank. **The hardware, cabling, connectors, patch panels, LIU, SFP (at both end i.e Network rack and Server rack), storage (If required), software, database & OS licenses for configuring the complete solution will be supplied by the bidder.**

However, the complete implementation, maintenance and support of the Digital Board Meeting Solution shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete Digital Board Meeting Solution details. The vendor must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active - Active cluster at DC & Active- Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Vendor needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity another related requirement. The details should include.

- 1) List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
- 2) Details of redundancy and security setup.
- 3) Application architecture along with a detailed diagram including the infrastructure setup.
- 4) Implementation procedure / road map.
- 5) Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

The Vendor is responsible to arrive at the sizing independently based on the volume and the growth indicated in the **Annexure 09** – Technical Requirement (Project Scope). The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

### **License on proposed Solution**

The license for the solution to be perpetual level for all the modules offered without any constraint on number of users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

The Vendor will supply, implementation, maintain and support the complete Digital Board Meeting Solution including hardware.

**Bidder has to upgrade /update the solution to the latest version during tenure of contract**

### **3.5 Disaster Recovery Mechanism**

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

The vendor needs to submit the technical architecture relating to data replication between primary and secondary site.

### **3.6 Service Levels and Uptime Guarantee**

For details, please refer to **Annexure 10** that details the service levels.

**3.7 Quarterly Testing should be done on below mentioned scenarios by Cert-In empaneled auditors and closure as per Bank/regulator guidelines:**

- Web Application Security Testing based on OWASP Top 10.

- Vulnerability Assessment and Penetration Testing (VAPT) of the Server and Database.
- Application Source Code Review (done regularly and before going to production).

1. Data/Digital Right Management of the documents and all the data is to be stored in containerized application.
2. Selected vendor has to provide Application Source Code to bank.
3. Two Factor Authentication should be available while logging in.
4. Data should be encrypted/ hashed at database level itself.
5. Application Security Testing is to be conducted by Cert-In empaneled auditors on yearly basis and before going live/ any major changes in the application.

**3.8** Apart from AMC of hardware /ATS support for software bidders engineer has to visit to banks site for health checkup of solution and immediate resolution problem occurred during meeting and handholding support during meeting.

## 4. Evaluation process

A stage bid system is adopted for selection of the vendor:

- ▶ Stage 1 – Eligibility Bid evaluation
- ▶ Stage 2 - Evaluation methodology for eligible bidders
  - Technical Bid Evaluation
  - Commercial Bid Evaluation
  - Weighted evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

### 4.1 Eligibility Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in **Annexure-02** – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

### 4.2 Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- ▶ Technical Bid Evaluation
- ▶ Commercial Bid Evaluation
- ▶ Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weightages are as under:

#### o Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must score a minimum of 80% compliance in Technical and Functional Specifications compliance separately. Even if the vendor meets the 70 mark cut-off and does not meet this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Technical requirements. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
The number of Implementations of proposed solution carried out (In the last 3 years starting from 01-04-2018 till RFP submission date) **	For each Implementation 2 marks	10

Technical & Functional Specifications compliance	As per Technical & functional Scoring Sheet in Technical sheet.	70
Technical Presentation on Proposed Solution by the Bidder	1. Demonstration of Technical & Functional requirement 2. Scalability 3. Various Dashboard & report	20

**\*\* Implemented for Banking / PSU / Gov. Organization/Financial Institute Clients in India. Copies of Work order / client reference to be provided.**

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary. As part of technical evaluation vendor need to provide proof of concept.

### Technical Presentation

1. As part of technical evaluation vendor need to give Technical Presentation from the vendors giving 2 days advance communication. In the presentation, the vendor needs to demonstrate the proposed solution as per Bank's requirement complying requirement mentioned in **Annexure - 09** at our Head Office at 21-Rajendra Place, New Delhi - 110008 as informed by the Bank.
2. Any vendor who is not complying with the Technical requirement will be technically disqualified and will not qualify for commercial bid evaluation.

3. The vendor will have to bear all expenses occur for Technical presentation  
In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

#### o Commercial Bid Evaluation through reverse auction

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for reverse auction. The reverse auction would be conducted based on a "Total Cost of Ownership" ('TCO') basis. The reverse auction process is as follows:

- a. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction or in multiple Reverse Auctions by splitting the items of bill of material in different lots.
- b. The Bank shall, however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- c. The successful bidder shall be obliged to provide a commercial bid (**Annexure-12**) at the last bid price at the close of auction.
- d. If Reverse Auction is failed due to non-participation or non-bidding of all eligible bidders, the Bank has right to conduct reverse auction again or scrap the tender.

The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash

outflows. The evaluation will be done as follows:

- ▶ The discounted rate will be calculated on yearly basis based on the formula  $A/(1+i/100)^n$  where A= Total Value in each Year; i=10% and n=Year.
- ▶ The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.
- ▶ Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of the Present Value calculation for that year. Further the payment of the OTC component / service not being recurring in nature hence the present value for that component / service will be considered in the year of purchase only and not in subsequent years.

○ **Weighted Evaluation:**

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula:

$$C_{low} / c * 100 + T(1-X)$$

**C** stands for discounted rate arrived basis of commercial evaluation;

**C<sub>low</sub>** stands for the lowest discounted rate arrived basis of commercial evaluation.

**T** stands for technical evaluation score and

**X** is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(C <sub>low</sub> / C) x 100] x 0.30 (B)	Score (S = A + B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.3	90.3

In the above example, **C<sub>low</sub>** is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one vendor with equal highest score (S) up to three decimal, then number of decimal will be increased.

The decision of the Bank shall be final and binding on all the vendors to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

## 5. Terms and conditions

### 5.1 General Terms

- 5.1.1.1 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 5.1.1.2 The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor responses would not be incorporated automatically in the tender document.
- 5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.
- 5.1.1.5 In case of reduction in prices due to technology advancement, the bank has the right to renegotiate the annual subscription / maintenance rates with the vendor.

### 5.1.2 Rules for Responding to this RFP

- 5.1.2.1 All responses received after the due date / time as mentioned in “**Key Information**” would be considered late and would be liable to be rejected.
- 5.1.2.2 Bid response after the due date / time would not be allowed to submit by online e-procurement application.
- 5.1.2.3 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the commercial bids
- 5.1.2.4 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 5.1.2.5 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 5.1.2.6 No offer can be modified or withdrawn.
- 5.1.2.7 The vendor is required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the vendor does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non- submission of the technical details in the required format or partial submission of technical details.

- 5.1.2.8 Based on the Bank's requirements as listed in this document, the vendor should identify the best-suited solution that would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.
- 5.1.2.9 Vendor must furnish requirements as per the formats provided in the RFP document.
- 5.1.2.10 In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor's and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
- 5.1.2.11 In the event the Bank has not asked for any quotes for alternative prices, and the vendor furnishes the alternative price in the vendor's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 5.1.2.12 In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Vendor. The same item has to be supplied by the Vendor free of cost.
- 5.1.2.13 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution/services. The Bank's interpretation will be final.
- 5.1.2.14 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- 5.1.2.15 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 5.1.2.16 The vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

### **5.1.3 Price Bids**

- 5.1.3.1 The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Vendors post the completion of the technical evaluation.
- 5.1.3.2 The prices and other terms offered by vendors must be firm for an acceptance

period of 180 days from the opening of the commercial bid.

- 5.1.3.3 Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.3.4 In case of any variation (upward or down ward) in Government levies / taxes /cess / duties etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- 5.1.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge GST and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.
- 5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor". Vendor should ensure that the project should not suffer for any reason.
- 5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a 5 years' period. However, the contract would be valid for a period of 5 years from the date of purchase, and any residual payment during that period would be adjusted on a prorata basis.

#### **5.1.4 Price Comparisons**

- 5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will

be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 The successful vendor will be determined on the basis evaluation mentioned in Clause 4 above.

**5.1.4.3** Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed vendors to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

**5.1.4.4** The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the vendor should necessarily include the following:

5.1.4.4.1 Prices quoted by the Vendor should be inclusive of all taxes, duties and levies etc. except GST which will be paid extra. The Vendor is expected to provide a breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types in both the commercial and masked bids and tax percentage in commercial bid.

5.1.4.4.2 The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.

The Vendor must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

## **5.2 Bid Security and Performance Guarantee**

### **5.2.1 Bid Security declaration**

The Bidders shall submit a Bid Security Declaration in a sealed envelope as per **Annexure-03**.

In case the Bid Security Declaration is not received within the stipulated time then bank reserves the right to forthwith and summarily reject the Proposal of Bidder without providing any opportunity for any further correspondence by the Bidder.

- a. The Bid Security Declaration will be executed if the bidder:
  - i. Fails to honor submitted bid; and/or
  - ii. Withdraws/modify its bid during the period of bid validity; and / or
  - iii. Fails to sign the contract in line with the terms of the RFP; and/or

- iv. Fails to furnish Performance Bank Guarantee in the in the form and manner to the satisfaction of the Bank; and/or
  - v. Makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information.
- b. In case of Execution of Bid Security Declaration, the bidder may be suspended for five (5) years from being eligible to submit its bids for any contracts with the Bank. The decision of the Purchaser regarding execution of Bid Security Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

5.2.1.1 Offers made without the bid security declaration will be rejected.

## **5.2.2 Performance Guarantee**

**5.2.2.1** The successful vendor shall provide a Performance Guarantee within 40 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in **Annexure -11** to the extent of 3% of the total contract value for the entire period of the 60 months plus 60 days and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Punjab & Sind Bank.

5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender/Contract the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

5.2.3 The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security declaration will be executed.

## **5.3 Others**

5.3.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

5.3.2 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor within 30 Days of the award of the work. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.

5.3.3 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendor is not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

- 5.3.4 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then, that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 5.3.5 The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the solution/services to be supplied in response to this RFP shall meet the vendor's proposed solution/services requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 5.3.6 The Vendor shall represent that the solution/services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.
- 5.3.7 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

- 5.3.8 The Bank and the vendor covenants and represents to the other Party the following:
- 5.3.8.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
  - 5.3.8.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
  - 5.3.8.3 The execution, delivery and performance under an Agreement by such Party:
  - 5.3.8.4 Will not violate or contravene any provision of its documents of incorporation;
  - 5.3.8.5 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - 5.3.8.6 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
  - 5.3.8.7 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- 5.3.9 The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 5.3.10 It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.
- 5.3.11 The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors
- 5.3.12 The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

#### **5.4 Other RFP Requirements**

- 5.4.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of

- the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
- 5.4.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- 5.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.4.4 Vendors shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "**Key Information – 4. RFP Coordinator**", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.
- 5.4.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 5.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.
- 5.4.7 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 5.4.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 5.4.9 Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.

- 5.4.10 Right to Alter– Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities.
- 5.4.11 **Inspections and Tests** (No clause in “Inspection and Tests” clause shall in any way release the Bidder from any warranty or other obligations under this Contract.)
- 5.4.11.1 The Bank or its representative shall have the right to inspect and/or to test the Goods, Services and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- 5.4.11.2 Should any inspected or tested Goods / deliverables fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods / deliverables, and the Bidder shall either replace the rejected Goods / deliverables or make alterations necessary to meet specifications or requirements free of cost to the Bank.
- 5.4.11.3 If it is found that the quality or specifications of the deliverables are not in conformity with the Contract or if the deliverables are proven to be defective for any reason, the Bank shall promptly notify the Bidder of the existence of a claim.
- 5.4.12 Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.
- 5.4.13 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject technical bid.
- 5.4.14 There will be an acceptance test by the Bank or its nominated consultants after implementation of this assignment. In case of any discrepancy found in service offered during the implementation, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants.
- 5.4.15 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.
- 5.4.16 Undertaking on Information Security (**Annexure - 08**) - The Vendor should furnish a letter both from the original equipment manufacturer / Original Software Developer (wherever applicable) and also from the Vendor’s end providing an

undertaking on Information Security of Authenticity for the solution supplied. This undertaking from both OEM and the vendor is on Information security as per regulatory requirement.

5.4.17 The Vendor shall perform its obligations under this assignment as an independent contractor and may not engage subcontractors to perform any of the Deliverables or Services without prior permission from the Bank. Neither this RFP nor the Vendor's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its

employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

5.4.18 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner.

5.4.19 Signing of Pre-Contract Integrity Pact (IP)

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Annexure-17**.

Signing of IP with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP Document and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder did not sign the document or refusing to sign shall be disqualified in the bidding process.

Sh. Ratan Kishore Bajaj has been appointed as IEM (Independent External Monitor) for the bank.

IEM can be contacted at: -

Sh. Ratan Kishore Bajaj,  
Email: rkbajaj@gmail.com  
Mob: 9818156262

5.4.20 **Authorized signatory** : The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of

Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

## **5.5 Terms of Reference**

### **5.5.1 Delivery**

The Digital Board Meeting Solution must be implemented as per project scope within a period of 45 days in totality. However the solution needs to be rolled out in phases as explained in **Annexure -10**.

In case the deadlines are not met then the vendor will have to pay penalty to Punjab & Sind Bank @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Punjab & Sind Bank reserves the right to cancel the entire order.

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

### **5.5.2 Ownership, Grant and delivery**

The Vendor shall provide to the Bank the Source code, object code / executable code which shall be exclusive, transferable, enterprise wide perpetual property of the Bank for all the software to be provided as a part of this project and / or as part of any Change Request in the future. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The software shall specifically include right

- A. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank. The Intellectual Property Rights on the developed software code will be exclusively with the Bank.
- B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.

Delivery: The Vendor, at the time of installation shall deliver to the Bank required copies of

the object code version of the Software and the associated Program Documentation including operation manual and training material. The Vendor, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch / service Center / office / extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Vendor to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Vendor under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executable and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

- D. The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

- E. Rights: The Vendor shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Vendor shall be required to, 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 Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Vendor shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Vendor, despite notice of such failure by the Vendor in writing, (ii) any change, not made

by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Vendor of such misuse in writing.

Vendor is the Prime Vendor for purposes of all deliverables and services, with the single - point responsibility for the same. Should the software provided by the Vendor be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Vendor should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Vendor is in breach of the Vendor's warranty and obligation.

### **5.5.3 Payment Terms**

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

#### **a) Software Licenses**

- 50% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals. The required documents to be provided along with original invoice:
  - a) Original delivery Challans duly stamped and signed by the Bank Official.
  - b) Original License Certificate in the name of Punjab & Sind Bank as per the terms and condition of RFP.
- 30% of the license cost plus applicable tax after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
- 20% of the license cost plus applicable tax after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.

#### **b) Hardware Cost**

100% on successful delivery of Hardware, installation/ commissioning of Hardware and go-live closure sign-off of solution from Bank

#### **c) Implementation Cost (OTC)**

- 50% of Implementation Cost plus applicable tax after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.

- 50% of Implementation Cost plus applicable tax after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.

**d) AMC / ATS – Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank’s Project / Operation Manager**

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by Bank as per above payment terms on submission of mentioned supporting documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

## **5.6 Service Level Agreement and Non-Disclosure Agreement**

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA) as per **Annexure-20** The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges, if any shall be borne by the vender.

## **5.7 Right to Reject Bids**

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD)/Bid Security Declaration.
- ▶ It is not properly or duly signed.
- ▶ It is received through email.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

## **6. General Terms and Conditions**

### **6.1 Governing Laws**

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and terms and conditions to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Delhi shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **6.2 Confidentiality**

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- ▶ Relates to the Disclosing Party; and
- ▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- ▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or userreadable.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement 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.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- ▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of supply, implementation and maintenance of e- Meeting Solutions as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or
- ▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in

writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof

- ▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
  - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
  - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
  - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
  - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
  - e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of 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, statutory 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 Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for

continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank. The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

### **6.3 Information Ownership**

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **6.4 Sensitive Information**

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

### **6.5 Privacy and Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the Bank's 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 of the assigned user

(such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. 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 Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

## **6.6 Dispute Resolution Mechanism**

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract. If the Bank project manager / director and vendor project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties. In case the parties fail to agree on the Sole Arbitrator, the dispute shall be referred to Arbitration by three arbitrators with each side to the dispute being entitled to appoint one arbitrator and the two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the Presiding Arbitrator of the proceedings. Arbitration will be carried out at Bank's office Delhi that placed the order. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The arbitration proceedings shall be conducted in English language.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

In the event of any dispute and or the commencement of arbitration proceedings the successful Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

## **6.7 Force Majeure**

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, pandemics, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of

such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

## **6.8 Termination**

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if Vendor:

- ▶ breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ▶ failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- ▶ The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- ▶ Supply of sub standard materials/ services ;
- ▶ Delay in delivery / installation / commissioning of services.
- ▶ If deductions of penalty exceeds more than 10% of the total contract price.

This Tender or subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- ▶ The other Party becomes 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;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- ▶ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or The other Party becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 30 days prior notice in writing. The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender 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 Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Agreement, 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 subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- ▶ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

- ▶ The rights granted to Vendor shall immediately terminate.
- ▶ Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- ▶ Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

In the event the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

The Bank will provide the selected vendor a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 5% of the total contract value in any year during the contract period.
- ▶ Failure of the vendor make good the situation within the remedy period
- ▶ Amount of total penalties exceed overall cap of 20% of the fixed quarterly payment in any quarter
- ▶ The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.

In case of order cancellation, any payments made by the Bank to the Vendor for unacceptable deliverables would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor's subcontractor.

## 6.9 Contract Review

The Bank desires to appoint the successful vendor for a total period of 5 years, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safeguard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the successful vendor and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined reverse transition mechanism, which would normally require 3 to 6 months and will contain

- ▶ Procedures for transition and migrating to the new service provider Time frame for
- ▶ parallel run Skill transfer mechanism and in specific cases the human resources requirement.

## 6.10 Indemnity

The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- ▶ Bank's authorized / bonafide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- ▶ an act or omission of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub-contractors
- ▶ Material breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Vendor or its employees.

The Vendor shall at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received,

- ▶ notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and

- ▶ cooperates with the Vendor in the defense and settlement of the claims.

However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Vendor shall not be liable for defects or non-conformance resulting from:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or
- ▶ any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

In the event of successful vendor does not fulfill its obligations under this clause within the period specified in the notice issued by the PSB, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.

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

## **6.11 Compliance with Laws**

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.

Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or

comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

## **6.12 Limitation of Liability**

6.13.1 Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

6.13.2 Service Provider's liability in case of loss suffered by Bank on account of claims against the Bank resulting from Willful Misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

6.13.3 "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

6.13.4 "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

6.13.5 Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

6.13.6 Under no circumstances shall either party be liable to the other for any loss of business, goodwill or profits even if such party has been advised of such damages

## **6.13 Visitor Rights**

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

## **6.14 Inspection of Records**

All vendor records with respect to any matters covered by this RFP 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. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. 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/ Bank's appointed External auditors/ Regulators have right to audit and right to examine the facilities, activities and assets (hardware and software).

### **6.15 Assignment**

The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and obligations under this Tender and subsequent Agreement to any entity including vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

### **6.16 Publicity**

Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party without prior written permission of the Bank. All the bidders must give a declaration in

this regard duly signed by them.

### **6.17 Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one 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 agreement 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.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

### **6.18 Notices and other Communication**

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 5 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 confirmation 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 in

this section.

### **6.19 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document 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 tender document 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.

### **6.20 Severability**

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

### **6.21 Vendor's Design Liability**

The Vendor shall carry out all and any works and services to give sufficient details for the construction or installation of the Works so as to ensure that the materials/equipment selected by the Vendor is in compliance with the Contract requirements, particularly those in the Project Overview and Technical Summary and on the Drawings, and the Works are workable as a whole in compliance with the performance requirements of all testing and commissioning and integrated system tests as stipulated in the Contract.

### **6.22 No implied deviation**

The Bank expects the vendor to adhere to the terms of this RFP document, Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor responses would not be incorporated automatically in the tender document.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

### **6.23 The bid submission by related parties**

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by two or more partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management
- e) In the case of software or hardware Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution

in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

**6.24 Punjab & Sind Bank reserves the right to:**

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- e) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- f) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- g) Modify the quantity or any specifications related to eligibility or technicalities. No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

## **7. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## **8. Instructions to Vendors - eTendering**

### **8.1 General Instructions:**

#### **Information for Online Participating:**

This Tender will follow e-Tendering process which will be conducted by Bank's authorized e-Tendering Service Provider M/s C1 India Pvt. Ltd. through website: <https://psb.eproc.in>

Following activities will be conducted online through the above website:

1. Purchase of RFP document including all Annexures.
2. Addendums to the RFP.
3. Submission of Technical Bid & Commercial Bid by the Bidder.
4. Opening of Technical Bid & Commercial Bid by the Bank.
5. Announcement of results, if any.

#### **Instructions:**

1. Bidders who wish to participate will have to register with the website (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process.
2. Bidder who wish to participate in this tender need to procure Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can view the list of licensed CA.s from [www.cca.gov.in](http://www.cca.gov.in).
3. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: [psbsupport@c1india.com](mailto:psbsupport@c1india.com) Ph: 0124-4302033/36/37.

#### **Note:**

- Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexures & Appendices either through Bank's website <http://punjabandsindbank.co.in> or <https://psb.eproc.in>

### **8.2 Purchase and Downloading of Tender Document**

The tender document is uploaded / released on Punjab & Sind Bank website. Tender document and supporting documents may be downloaded from above link also. Subsequently, bid has to be prepared and submitted Online and offline as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those Tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the section 2.7 & 2.10.

### **8.3 Preparation & Submission of Bids**

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. However, offline bids may be submitted for compliance.

## 9.0 Information for Online Participating:

This Tender will follow e-Tendering process which will be conducted by Bank's authorized e-Tendering Service Provider M/s C1 India Pvt. Ltd. through website: <https://psb.eproc.in> Following activities will be conducted online through the above website: 1. Purchase of RFP document including all Annexures. 2. Addendums to the RFP. 3. Submission of Technical Bid & Commercial Bid by the Bidder. 4. Opening of Technical Bid & Commercial Bid by the Bank. 5. Announcement of results, if any. Instructions: 1. Bidders who wish to participate will have to register with the website (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process. 2. Bidder who wish to participate in this tender need to procure Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can view the list of licensed CA.s from [www.cca.gov.in](http://www.cca.gov.in). 3. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: [psbsupport@c1india.com](mailto:psbsupport@c1india.com) Ph: 0124-4302033/36/37. Note: • Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexures & Appendices either through Bank's website <http://punjabandsindbank.co.in> or <https://psb.eproc.in> Bidder has to make a payment for tender document through NEFT in favor of **PUNJAB & SIND BANK A/c 06061100068652, A/c Name: HO Board Department, IFSC: PSIB0000606, Branch: Rajendra Place, New Delhi**, before submission of the complete bid and The UTR for payment shall be mentioned in the technical bid failing which the bid of the concerned Bidder will be rejected. • The mode of submission of Bid shall mandatorily be both- Online and Offline. In case the specified date of submission & opening of Bids is declared a holiday in New Delhi under the NI act, the bids will be received till the specified time on next working day and will be opened at the time mentioned in the RFP. Punjab and Sind Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

## Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following (Bidder should submit their Online i.e. through <https://psb.eproc.in>)

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	Vendor to provide
2	Eligibility criteria compliance with vendor comments	<a href="#">Annexure 02</a>
3	Credential letters / Purchase orders / Supporting documents	Vendor to provide
4	Application Money Transaction Details (NEFT/RTGS)	Vendor to provide
6	Bid Security declaration	<a href="#">Annexure 03</a>
7	Undertaking Letter	<a href="#">Annexure 04</a>
8	Pre Bid Queries Format	<a href="#">Annexure 05</a>
9	Conformity Letter	<a href="#">Annexure 06</a>
10	Letter of Undertaking from OSD	<a href="#">Annexure 07</a>
11	Undertaking of Information Security	<a href="#">Annexure 08</a>
12	Executive Technical Summary: Should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide i) An overview of Vendor's organization and position with regards to Supply, Implementation and Maintenance of Digital Board Meeting Solution ii) Brief description of the unique qualifications of the Vendor	Vendor to provide
13	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Vendor to provide
14	Copy of the tender document along with the addendums duly digitally signed by authorized signatory.	Vendor to provide

<b>Section #</b>	<b>Section Heading</b>	<b>Proforma Given</b>
15	Technical requirement	<a href="#">Annexure 09</a>
16	Service level	<a href="#">Annexure 10</a>
17	Performance bank guarantee	<a href="#">Annexure 11</a>
18	Indicative commercial Bid	<a href="#">Annexure 12</a>
19	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	<b>Vendor to provide</b>
20	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	<b>Vendor to provide</b>
21	Details of Hardware specification and Database license quoted in the bid	<a href="#">Annexure 13</a>
22	Tender covering letter	<a href="#">Annexure 14</a>
23	General details of the bidder	<a href="#">Annexure 15</a>
24	Declaration cum undertaking	<a href="#">Annexure 16</a>
25	Pre contract integrity pact	<a href="#">Annexure 17</a>
26	Bid Compliance	<a href="#">Annexure 18</a>
27	Undertaking for non-blacklisting/ Non-Debarment of the bidder	<a href="#">Annexure 19</a>
28	Non disclosure agreement	<a href="#">Annexure 20</a>

29	Compliance to reverse auction	<a href="#">Annexure 21</a>
30	Commercial compliance certificate	<a href="#">Annexure 22</a>

## Annexure 02 - Eligibility Criteria

### Eligibility Criteria Compliance to be directly met by the bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or limited company.		Documentary Proof to be attached.
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 <sup>st</sup> April 2018 till date.		Letter of confirmation
3	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder
<b>B</b>	<b>Financial</b>		
1	The Bidder must have registered a turnover of Rs. 5 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2018-19, 2019-20 and 2020-21 from IT services and solutions (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years 2018-19, 2019-20 and 2020-21*		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
<b>C</b>	<b>Technical</b>		
1	The Bidder should be an authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC/ ATS for the solution.		Letter of confirmation from OSD need to be submitted.
<b>D</b>	<b>Experience &amp; Support Infrastructure</b>		
1	The proposed Board Digital Board Meeting Solution Application should have been implemented and operational in at least 30 Banking/NBFC organizations(Public and Private sector ) in India in last 5 years		Documentary Proof for implementation of order / contract execution copy.
2	Bidder/OSD should have direct support offices in New Delhi. In case direct support office of the bidder is not present in New Delhi then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at New Delhi whenever desired by the Bank.		Letter of confirmation

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## Annexure 03 - Bid Security Declaration

RFP Reference No

Date:

To

The Chief Manager  
Punjab & Sind Bank, 21-Rajendra  
Place, New Delhi – 110008

*Dear Sir,*

We, the undersigned, declare that:

We , M/s.....(herein referred as bidder) understand that, according to RFP, bids may be supported with a Bid Security Declaration, therefore rather than submitting the Earnest Money Deposit, bidder render the declaration that:-

Bank may proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (EMD Value: Rs.1.00 Lacks) fixed for participation in RFP tender no. ) and In case of Execution of Bid Security Declaration, we, M/s.....may be suspend for five (5) years from being eligible to submit our bids for any contracts with the Bank if we, M/s..... are in breach of our obligation(s) under the bid conditions, in case we, M/s.....:-

- I. Fails to honor submitted bid; and/or
- II. Withdraws/modify its bid during the period of bid validity; and / or
- III. Fails to sign the contract in line with the terms of the RFP; and/or
- IV. Fails to accept the correction of its Bid price pursuant to Clause 10.8; and/or
- V. Fails to furnish performance Bank Guarantee in the format as per Annexure 12; and /or
- VI. Fails to sign the contract and submit the Performance Bank Guarantee as per the terms of RFP and/or
- VII. Makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information.

We, M/s.....understand that this declaration shall expire if we are not the successful bidder and on receipt of purchaser's notification of the award to another bidder; or forty-five days after the validity of the bid; whichever is earlier.

(Signature)

(Name of Authorized Signatory)

date :

(Designation) (Date) (Place):

(Name and address of the bidder)

(Company Seal)

## Annexure 04 – Undertaking Letter

To

The Chief Manager  
Punjab & Sind Bank,  
Head Office, Board Department  
21-Rajendra Place,  
New Delhi – 110008

Sir,

### **Sub: RFP for Supply, Implementation and Maintenance of Digital Board Meeting Solution.**

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".  
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
  - i. Name and Address of the Agent - .....
  - ii. Amount and Currency in which Commission paid / payable - .....
  - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - .....
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20.....

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address, Email and Phone #

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

## Annexure 05 – Prebid Queries Format

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Deviation	Suggestion/
1					
2					
3					
4					
5					
6					
7					
8					
9					

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

## **Annexure 06 – Conformity Letter**

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)*

To

The Chief Manager  
Punjab & Sind Bank,  
Head Office, Board Department  
21-Rajendra Place,  
New Delhi – 110008

Sir,

**Sub: RFP for Supply, Implementation and Maintenance of Digital Board Meeting Solution with hardware.**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. ....hereinafter referred to as "RFP") issued by Punjab & Sind Bank ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #



## **Annexure 08 – Undertaking of Information Security**

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory on Information security as per regulatory requirement.)*

To

The Chief Manager  
Punjab & Sind Bank,  
Head Office, Board Department  
21-Rajendra Place,  
New Delhi – 110008

Sir,

**Sub: RFP for Supply, Implementation and Maintenance of Digital Board Meeting 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)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

## Annexure 9–Technical Requirement (Project Scope)

### Project Scope

The vendor is required to Supply, Implement, migrate and Maintain File Transfer Platform. In order to digitalize the Bank’s various meetings like Board level, various committees at corporate center, department level, inter-office and intra-office meetings at offices / branches spread across geographies (domestic and foreign) including subsidiaries, joint ventures etc. the Bank wants a software solution / application using which the members of the respective committees / meetings can access the meeting agendas over their tablet, mobile devices as also laptops, desktops. Further, there needs to be web based backend interface of the software which will be accessible to Administrator and super administrators as decided by the Bank for uploading documents like Agenda papers, Minutes of Meeting and any other relevant documents in various formats like scanned image (JPG, GIF, PDF etc.), or PDF, MS Word, MS Excel etc. with search options across all type of documents. Mobile app for administrators and super-administrators with the same features also required.

**Functional and Technical scoring sheet:** Functional scoring will be evaluated on following criteria as part of Technical evaluation

Required Minimum Specifications		Readily Available (RA)	Unavailable (UA)	Remarks	
<b>A. Salient Features</b>					
1	Delivering the information in a secure environment				
2	Dedicated content areas for Action and Documents				
3	Using intuitive annotation tools				
4	Viewing additional content				
5	Expandable number of layers based on the number of Committees and Sub-Committees of the Board				
6	Facility to Conduct Digital Board Meeting Solution (where the director can remotely log-in and meeting can be conducted)				
7	Voting on resolutions				
8	Streamlining the process of meeting and Board paper creation through: a) Pre-defined and Customizable Meeting templates b) Drag and drop functionality for agenda items				

	c) Enhanced security and customized user access rights d) Bulk Upload functionality for Meeting Agenda items				
<b>B. Security</b>					
1	Strong password policies (Password, OTP and Biometric)				
2	Full data segregation				
3	Configurable remote and timed delete options				
4	Offline access to information for a limited number of days				
5	Data encryption with all communication with the server over HTTPS				
6	Document Rights Management				
7	Auto sync the content of the user in case of another Ipad/ laptop/ desktop is registered in user name (Loss of previous one)				
8	Configurable server side IT policy for passwords, lock-out, history and expiry				
<b>C. Simplified meeting and board paper management</b>					
1	The ability to adjust the interface to user preferences				
2	Instant distribution of Board agenda including last-minute amends				
3	Create, edit and publish notification within Meetings, Resolutions as per user rights defined				
4	Archive and delete notification within Meetings, Resolutions as per user rights defined				
5	A dedicated documents area to manage Meetings/Resolutions/Reading Room documents from one place				
6	Quick resume button to open last accessed documents				
7	Control over who gets to see what				
8	Minutes Management including generation of draft minutes based on the agenda.				
9	Ability to create one file from all the documents pertaining complete lifecycle of a meeting				

10	Scheduling of meetings.				
<b>D. Features that are available to the Meeting organizers</b>					
1	Define the structures and access rights				
2	Assign actions to documents				
3	Ability to create multiple Committee's and assign users.				
4	Add Agenda & MOM items and ability to publish the same				
<b>E. Document Management and Offline Module</b>					
1	Securely view key documents and make annotations, comments and share the comments				
2	Mark documents as "favorites" for faster future access				
3	Annotate content and email/ SMS it to other colleagues or external contacts (if this feature is enabled)				
4	Print documents and annotations (if this feature is enabled)				
5	Quickly find information through the search function				
6	Single sign-on for Directors/Members on multiple Boards				
7	Facility to upload documents in any format by Secretary				
8	When users are off-line they can view the content synchronized to a device (with proper authentication)				
<b>F. Intuitive Annotation Tools</b>					
1	Save annotations across previous document versions				
2	View a summary of all annotations				
3	Send annotations and summaries via email, SMS or print them, if enabled				
4	Hide or delete annotations with one touch				
<b>G. Easy Voting Resolutions</b>					
1	Resolutions help directors quickly and confidentially record their vote from any location. They can optionally view the votes and comments of other signatories or				

	use a signing PIN code, if these features have been enabled.				
2	Ability for Meeting organizers to control document delivery and the voting process. They can distribute draft versions to selected signatories, indicate when votes are due and collate votes.				
3	Capturing of Resolutions during meetings with the Related Resolutions feature. A resolution can be related to an agenda item allowing quick access from directly within a meeting.				
<b>H. Compliance</b>					
1	Generation of Action Item report				
2	Updating of Agenda by the designated or assigned users				
3	Post Meeting facility for ATR and Compliance tracking				
<b>I. Offline Module</b>					
1	Facility to run the meeting in offline mode as well				
2	Capability to access various modules offline and make any notes or changes, which gets synced when application gets online.				
<b>J. User Management</b>					
1	Head of different departments providing secretarial service to conduct central board, subcommittee and department level meetings.				
2	legitimate users should have proper authorization and authentication mechanism to log into their respective meetings.				
3	The solution supports standard IT user management control features.				
<b>K. Usability</b>					
1	Works on Apple iPad (iOS application), Android Tablet (Properly Secured) / laptop/ desktop (windows)				
2	Works on Apple iPhone device & Android Phone (Properly Secured),				

3	Works on Web browser (Properly Secured)				
4	Flexible architecture and configurable.				
5	System is platform independent				
6	Application should be accessible from Android Play Store & Apple App Store.				
<b>L. Other</b>					
1	On Premise deployment				
2	Text search – Stakeholders search the text/words in the whole or particular section or document.				
3	Version of Code – Written in latest version of language.				
4	2-Factor authentication – The solution should have different level of authentication feature for login the application				
5	SMS – The solution can have a feature of login using OTP				
6	Biometric control – Biometric based access control to application				
7	Administrator based permissions – Facility for Admin to decide the user level access for features and files.				
8	256 bit encryption and secure transmission - Encrypted and secured transmission of data and information				
9	Audit Trail – Availability of audit trail with audit reports				
10	When user view the agenda in browser it should be masked user profile name.				
11	Compatibility with all leading internet browsers and mobile operating systems (like Internet Explorer, Google Chrome & Mozilla etc).				
<b>M. Admin Panel</b>					
1	Should have multiple entity support & creation.				
2	Should be responsive to any size of screen.				

S

3	Should be able to create, view, search & modify the forum, users, meeting agenda & entity from admin panel.				
4	Admin able to create user using AD support & without AD support.				
5	Admin should be able to see which user access the particular meeting.				
6	Bulk upload of agenda using multiple select, drag & drop				
7	Admin able to create forum, meeting, agenda and access right using CSV import & export.				
8	Admin user able to view forum access right of all users.				
9	should be seamlessly upload the files of any size from internet & intranet				
<b>N. D &amp; Support</b>					
1	Multiple channels such as pdf, ppt etc. for functional and technical training materials for all the users of Digital Board Meeting Solution application.				
2	Maintain, edit and update all training content in sync with changes made in the Digital Board Meeting Solution throughout the contract period.				
3	The training should be provided in a manner befitting stature of members of the Board of the Bank 24*7-on Call support for members of the board				
4	The vendor provides call/ email support for members of the board				
5	Resident engineer for onsite support can be made available.				
6	8*5 on call support to the office of the secretary of the board				
7	Help document for all users should be available.				
8	GAES 256 encryption- end to end - rest and transit				
9	Full VC integration in Ipad / laptop/ desktop				
10	Native App on Windows 10 based Application				

11	Native App on Android and Ipad				
12	In App secured comment and chat				
13	Messenger feature				
14	Native Mobile apps for IOs and android phones				
15	Biometric Authentication for App				
16	ISO 27001 certified				
17	Upload in all formats/ Word, Excel, PPT, Videos, Audios, PDF				
18	In Built Evaluation survey module				
19	Action Management				
20	Auto draft of First-cut minutes				
21	Presenter mode				
22	In app Archrivals				
23	Repository for non-confidential data				
24	Document side by side Compare feature				
25	Voice Annotations				
26	In App Version control				

Scoring pattern for Functional parameters:

Feature Status	Short	Remarks
Readily Available	RA	The feature is already supported and included in the Solution <b>(3 Marks shall be allotted)</b>
Not supported / Unavailable	UA	This feature is neither supported nor available with this Solution. <b>(No Mark shall be allotted)</b>

**Please Note** – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “No Marks (Not Supported / Unavailable)” in the Functional and Technical Scoring Sheet.

**Other technical requirements and support services:**

- 1) The application should pass the Bank's Security Review and User Acceptance Testing. Vendor shall have to ensure timely completion of security review and UAT and closure of vulnerabilities / observations reported. Closing the vulnerabilities in application code or architecture will be the responsibility of the vendor.
- 2) Vendor should implement Bank's prescribed security configurations on the Digital Board Meeting Solution infrastructure and application. The entire Digital Board Meeting Solution setup shall be subjected to continuous security review and as such vendor must close vulnerabilities from time to time on top priority. Including arrange resources for SCD (Security Configuration Documents) implementation/configuration documents on servers, and deployment of application (go-live).
- 3) Further customizations as directed by actual users will need to be implemented. Arrangement of Demos and Training to officials will be arranged by vendor as and when required.
- 4) In case of termination of contract, vendor must extend complete help to migrate data, files, agendas etc. to new application which the Bank may procure. The PBG will be withheld until the same is not done.
- 5) The application being of Highest Criticality importance to the Bank, as it will host most critical information of the Bank on it, the confidentiality and integrity of the data and information in the web application and within the mobile device based application must be ensured at all times. Any incident of compromise, hacking of application / data / information in web app / mobile device based application shall attract highest penalty and other punitive actions by the Bank. Vendor must give utmost comfort to the Bank on above aspects.
- 6) Backup of application, infrastructure settings, data, agenda etc. should be taken on periodic basis as decided by the Bank.

## Annexure 10- Service Levels

Vendor will have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

**Uptime percentage** - 100% less Downtime Percentage

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** – 24 hrs per day for seven days a week excluding planned downtime

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.9%	No Penalty
99.5% =< A <99%	2% of cost of monthly maintenance charges
98.5% =< A < 99%	5% of cost of monthly maintenance charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly maintenance charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of **10% of the Monthly Maintenance Charges** and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Delhi in favour of Punjab & Sind Bank for the same within 15 days from the notice period from the Bank.

### Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

# Annexure 11 - Performance Bank Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The Chief Manager  
Punjab & Sind Bank,  
Head Office, Board Department  
21-Rajendra Place,  
New Delhi – 110008

WHEREAS M/S ..... (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ..... (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Punjab & Sind Bank (PSB) vide their Purchase Order no. ....

dated ..... (hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Vendor has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Vendor, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1980 having it's ..... Office at ..... and a branch interaliaat..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) ..... through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs..... /-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor committing default or defaults in carrying

out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs..... /-.(Rupees ..... only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Punjab & Sind Bank shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after.....(date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. .... /- (Rupees... .. only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - a) our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
  - b) this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
  - c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ..... day of ....., 20.....

For and on behalf of

Branch Manager  
Seal and Address

## Annexure 12 – Indicative Commercial Bid Format

S. No	Items	OTC (One Time Cost)	Year					Total Amount
			Y1	Y2	Y3	Y4	Y5	
			AMT	AMT	AMT	AMT	AMT	
1	Digital Board Meeting Solution License* Cost for 20 Users	0.00	X	X	X	X	X	0.00
2	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00
3	OS license	X	0.00	0.00	0.00	0.00	0.00	0.00
4	Database license	X	0.00	0.00	0.00	0.00	0.00	0.00
5	Digital Board Meeting Solution Hardware Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	AMC of hardware (Annual Maintenance Charges)	X	0.00	0.00	0.00	0.00	0.00	0.00
7	Add on 1 user Digital Board Meeting Solution License* Cost	0.00	X	X	X	X	X	0.00
8	Engineer Visit charges per day x 150 visits during 5 years	0.0 x150 = 0.0	X	X	X	X	X	0.00
8	Any Other Charges **	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Cost of Ownership (TCO)</b>								<b>0.00</b>

### We abide by following terms and conditions

- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender
- The Service Charges need to include all services and other requirement as mentioned in the RFP

- e. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- f. All prices to be in Indian Rupee (INR) only.
- g. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- h. \*\*Details to be provided for any commercial provided against "Any Other Charges". Bank have discretion to mark these line items under any other charges if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank's discretion as per requirement.
- i. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

Authorized Signatory Name:

Designation:

Vendor's Corporate Name

## Annexure 13 – Details of Hardware specification and Database license quoted in the bid

S.No.	Item	Item Description	Specification	Make	Quantity
1	Server				
2	Any other hardware				
4	Server OS license				
5	Database License				
6	Any other				
7					

**Annexure 14 (Tender Covering letter)**

**To**  
**The Chief Manager**  
**Punjab & Sind Bank,**  
**Head Office, Board Department**  
**21-Rajendra Place,**  
**New Delhi – 110008**

**Dear Sir,**

**Sub: RFP for Supply, Installation, support of Digital Board Meeting Solution vide RFP REF NO:**  
\_\_\_\_\_ **Dated:** \_\_\_\_\_.

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **RFP for Supply, Installation, support of Digital Board Meeting Solution** and will be Providing Services mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by The Bank we undertake the Supply, Installation, support of Digital Board Meeting Solution and Provide Services as per your purchase orders.

In the event of our selection for **RFP for Supply, Installation, support of Digital Board Meeting Solution**, we will submit a Performance Guarantee for a sum equivalent to 3% of the order value and valid for 60 Months plus 60 days in favor of **PUNJAB AND SIND BANK** for the whole tenure of the contract.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid 225 days from the date of bid submission and our offer shall remain binding upon us which may be accepted by The Bank any time before expiry of 225 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last five years and also at the time of bid submission. We have made a payment of Rs. 5,000.00 for the tender cost and the detailed are as below:

1. Date of Payment: \_\_\_\_\_
2. UTR number: \_\_\_\_\_

Dated this \_\_ day of \_\_\_\_\_ 2021

**Signature:** \_\_\_\_\_

**(In the Capacity of)** \_\_\_\_\_

**Duly authorized to sign the tender offer for and on behalf of**

## Annexure – 15 General Details of the Bidder

### Profile of Bidder:

Name of bidder:

1. Location

Regd. Office:

Controlling Office:

2. Constitution:

3. Date of incorporation & Date of Commencement of business:

4. Major change in Management in last three years:

5. Names of Banker /s:

### A. Financial Position of Bidder for the last three financial years

	2018-19	2019-20	2020-21
<b>Net Worth</b>			
<b>Turnover</b>			
<b>Profit after Tax</b>			

**N.B. Enclose copies of Audited Balance Sheets along with enclosures**

### B. Proposed Service details in brief

Description of service :

Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches

**Details of Experience in implementation of similar orders**

PSU Organization / BFSI		
Name of Organization	Period	
	From	To

**N.B. Enclose copies of Purchase Orders as references**

**Signature of Bidder:** \_\_\_\_\_

**Place:**

**Name:** \_\_\_\_\_

**Date:**

**Business Address:** \_\_\_\_\_

**Annexure – 16**

**DECLARATION-CUM-UNDERTAKING**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

**To**

**The Chief Manager  
Punjab & Sind Bank,  
Head Office, Board Department  
21-Rajendra Place,  
New Delhi – 110008**

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements.**

In consideration of PUNJAB AND SIND Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 21, Rajendra Place, New Delhi (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at ..... , Do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this \_\_\_\_\_day of \_\_\_\_\_, 20 \_\_\_\_\_.

Place:

**For M/s. ....**

.....

**[Seal and Signature(s) of the Authorized Signatory (s)]**

**Annexure – 17**

**Tender No:**

**PRE CONTRACT INTEGRITY PACT**

Between Punjab & Sind Bank (PSB) hereinafter referred to as "The Principal", And

\_\_\_\_\_ hereinafter referred to as "The Bidder/ Contractor"

**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, and regulations, economic use of resources and of fairness I transparency in its relations with its Bidder(s) and I or Contractor(s).

In order to achieve these goals, the Principal has appointed Sh. Rattan Kishore Bajaj as 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: -

- a. 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.
- b. 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 I additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. 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 other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of an 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 contract 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 proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)

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 if 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 transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise 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 dealings".

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

(1) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(2) The Principal will disqualify from the tender process all 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 Subcontractor, 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 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 this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind 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 Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(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 of Punjab & Sind Bank and recuse 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 the 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 of Punjab & Sind 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 of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank 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 9 - 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 from 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 of Punjab & Sind Bank.

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

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (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 -----

Witness 1

Witness 2

Date -----

(Name & Address)

(Name & Address)



Annexure – 19

**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

To  
The Chief Manager  
Punjab & Sind Bank,  
Head Office, Board Department  
21-Rajendra Place,  
New Delhi – 110008

Dear Sir(s),

**Sub: RFP for Supply, Installation, support of Digital Board Meeting Solution vide RFP  
REF NO:**

- a) We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Deviation to the above if any, the Bidder must provide details of such action(s))

(1)

(2)

**(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)**

**Place:**

**(Signature and seal of authorized person)**

**Date:**

**Company's Seal**

**Designation:**

**Bidder's corporate name:**

## Annexure – 20

### NON-DISCLOSURE AGREEMENT

*(Non-Judicial Stamp Paper of appropriate value)*

**Tender No:**

This Non-Disclosure Agreement made and entered into at..... This .....day of.....2021 BY AND BETWEEN ....., a company incorporated under the Companies Act, 1956 having its registered office at ..... (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART; AND

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 and having its Head Office at 21, Rajendra Place, New Delhi 110008 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Punjab & Sind Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

**WHEREAS:**

1. Punjab & Sind Bank is engaged in the business of providing financial services to its customers and intends to engage service provider for supply, installation & maintenance of Hardware and Operating System under contract for five years.
2. In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment ( hereinafter referred to as " the Purpose")
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the Vendor and or his agents, representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/ furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,
- (c) was rightfully obtained by the Vendor from a source other than Punjab & Sind Bank without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Punjab & Sind Bank of such order and afford Punjab & Sind Bank the opportunity to seek appropriate protective order relating to such disclosure.
- (e) The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Punjab & Sind Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct

employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) Financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.

9. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

10. Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

11. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

12. Waiver: A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

(Designation)

For and on behalf of Punjab & Sind Bank

(Designation)

(Signature)

(Name of Authorized Signatory)

(Designation) (Date) (Place):

(Name and address of the bidder)

(Company Seal)

date :

**Annexure-21**  
**Compliance to Reverse Auction**

RFP Reference no.  
Date:  
Punjab & Sind Bank,

Dear Sir,

We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_.

- 1 We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 2 We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab & Sind Bank in the RFP document including all annexures and the Business Rules for Reverse Auction.
- 3 We shall participate in the on-line auction conducted by ..... (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
- 4 We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.
- 5 We confirm having nominated Mr. \_\_\_\_\_, 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 Reverse Auction.
- 6 We accordingly authorize Bank and/ or the reverse auction company to issue user ID and password to the above named official of the company.
- 7 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- 8 We, hereby confirm that we will honour the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.
- 9 We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Verified above signature

Date:

Seal and signature of the bidder

**Annexure 22**  
**Commercial Compliance Certificate**

RFP Reference no.

Date:

Punjab & Sind Bank,

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as vendors as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 225 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted by the Bank, any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We agree to the terms & conditions mentioned in the Tender document.

**Terms & Conditions:**

The fee quoted shall cover components and services on a fixed price basis inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date) Place:

(Name and address of the manufacturer) (Company Seal)