

Request for Proposal (RFP)

For

**Selection of system integrator for Supply, Installation of AD Manager
& migration of Active Directory**

Head Office-IT

Information Technology Department

Plot No 151, 2nd Floor, Sector 44, Gurugram, Haryana, 122003

RFP REF NO: PSB/HO IT/RFP/163/2021-22 DATE : 30/07/2021

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This document is prepared by Punjab and Sind Bank for Supply, Installation, migration of Active directory and AD Manager. It should not be reused or copied or used either partially or fully in any form.

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Key Information Sheet

Tender Reference	RFP Ref No: RFP REF NO: PSB/HO IT/RFP/163/2021-22
Cost of Tender documents	Rs. 10,000.00 (Rupees Ten Thousand Only)
Date of issue of RFP	30.07.2021
Bid Security Declaration	<p>Bid Security Declaration form for Rs. 16.00 Lakh as per Annexure-M.</p> <p><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></p>
Pre-bid queries submission date	05.08.2021
Pre-Bid meeting /Venue	<p>Online on the Below Link: https://punjabandsindbank.webex.com/join/ho.it</p> <p>Date & Time: 06.08.2021 12.00 Hr Noon</p>
Last Date and Time for receipts of tender bids	21.08.2021 at 15.00 hrs
Opening of Eligibility & Technical bids	21.08.2021 at 15:30 Hrs
Opening of Commercial / Price Bid	Will be informed subsequently to technically Qualified bidders.
Address of Communication	<p>Head Office Information Technology Department, Plot No 151, 2nd Floor, Sector 44, Gurugram, Haryana, 122003</p>
Email address	Hoit.tenders@psb.co.in
Contact Telephone	<p>Nilesh Kumar , Mob: 9868456224 Akarshan Sharma, Mob: 7006745435</p>
Bids to be submitted	<p>Tender box placed at: PUNJAB AND SIND BANK, Head Office – IT Information Technology Department, Plot No 151, 2nd Floor, Sector 44, Gurugram, Haryana, 122003.</p> <p>Bidder has to submit the Bid physical as well</p>

electronically.

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.
3. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to:
Email: 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 15091100000216, A/c Name: HO IT Department Payment, IFSC: PSIB0021509, Branch: Sector 44, Gurgaon**, 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 Haryana 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.

Part – I

1. Introduction:

Punjab & Sind Bank (hereinafter referred to as 'PSB' or the 'Bank') is a major Public Sector bank in Northern India. The Bank's Head Office is at 21, Rajendra Place, New Delhi, 110008. The Bank has a national presence through a widespread network of 1531 branches all networked and operational under Centralized Banking Solution on Finacle. It also has a network of more than 1096 ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 110 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. Bank has already launched various delivery channels such as Internet Banking, Mobile Banking, UPI and ATMs.

2. Overview:

Bank is using Active Directory Services (ADS) for authentication and authorization of users which is running on Windows 2008 R2 and needs to be upgraded. Bidder is required to design, size, supply, implement and maintain Active directory servers with hardware at Banks DC and DR with DNS services along with Active Directory Management solution for AD users. Bank intend to purchase a solution with minimal manual intervention for administration activities like password reset, new User ID creation etc. with self-service portal. The Solution should include effective management of resources, user accounts and their passwords, network shares, servers, printers, etc. Solution is capable to generate various customizable reports for effective management.

Bidder is required to perform group policy management, ensure users can access only the resources they are privileged, in order to provide a secure infrastructure, automate, track, alert on changes, automate AD data backup and recovery to mitigate downtime in the event of an outage.

Bidder is required to perform AD Implementation, Existing User(s) profiles and policies Migration from Existing AD Version to New latest Version without affecting the functioning of end users and Domain Joining of Users which are not under AD.

Bidder is required to comply with the technical specifications mentioned in the RFP.

2.1 Broad Scope of Work:

- Management of Active Directory of the Bank.
- Implementation of Active Directory Management solution including:
 - a. Active directory Management.
 - b. Self-service portal.
 - c. Audit and accounting.
 - d. Backup and restore
- 24x7x365 Onsite technical support.
- Required Network infrastructure and Bandwidth, DC/DR hosting space, rack space for implementation of the Active Directory solution and Management 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 & OS licenses for configuring the complete solution will be supplied by the bidder.

- The bidder should provide the tentative specifications of the hardware and OS to be supplied at DC and DR by the bidder while submitting the bid and also specify the Bandwidth requirement for DC-DR replication.
- Bidder will provide a detailed formulated project plan with timelines for the implementation of the infrastructure.
- HLD and LLD of AD Solution & Management Solution.
- Bidder is required to liaison with Network & Hosting service provider, Application vendors and existing security vendor for the entire contract period, as required, in order to make the solution available from DC & DR site. If any reconfiguration, recalibration, realignment, re-commissioning, policy & rule setting is required, bidder is required to perform the same at no additional cost to the bank. Also activities & troubleshooting, but not limited to DNS entries, cluster formation of servers shall be performed by the bidder.
- Bidder will provide knowledge transfer/ training to PSB administration and their FM staff for administration services.
- The Hardware, software and OS supplied should be with 1 year warranty from the date of successful sign off from bank. Thereafter AMC, ATS and license fee will be paid annually.
- Integrating Active Directory/active directory manager logs to SIEM.
- Integration of the solution with BMC/EMS Tool/Email (on premise/on cloud) and other applications as well as network devices (including NAC) as per Bank's requirement.
- Solution should be able to push, Install and uninstall any file/certificate to/from target system in a hassle free manner.
- The bidder is required to integrate all servers and desktops running on Linux/Solaris/Windows etc. through Active Directory.
- Bidder to ensure that no software or hardware reaches end of life or end of support during the entire contract period, failing which, bidder will be required to upgrade or replace the same at no additional cost to the Bank.
- Bidder is required to provide RCA for all key issues for the in-scope applications and hardware within 24 hours of the issue being identified/ notified.
- Vendor should have to perform/configure backup for all the supplied solutions/applications as per bank's policy/requirement.
- Hardening of all devices and solutions under scope has to be done by bidder as per Punjab & Sind Bank policy.
- The Successful bidder is expected to ensure that all statutory and regulatory changes for the entire contract duration of the respective solution is incorporated in the solution at no additional cost to the bank.
- The Bank is already having the following Security Solutions in place:
 - Identity and Access Management (OEM: Microfocus)
 - Data Loss Prevention (OEM: McAfee)
 - Multifactor Authentication (OEM: Microfocus)
 - Privilege Identity Management (OEM: Arcos)
 - Endpoint Security (Antivirus by McAfee and End Point Detection and Response by checkpoint)

The bidder need to use & integrate the above mentioned solutions to achieve the Functionalities mentioned in Part III of the RFP.

2.1.1 Active Directory Management Solution:

The proposed **Active Directory Management** solution should have following features:

- a. The Solution should be able to streamline user and group administration through provisioning & de-provisioning, solve security issues – and meet those never-ending compliance requirements by managing and securing on-premise AD simply and efficiently with a single, intuitive solution.

- b. The Solution should be able to effectively administer and control Group Policy Object (GPO) changes and verify, compare, update and roll back GPO versions. Ability to confirm the consistency of various GPO settings.
- c. The Solution should be able to provide a simple, secure, self-service solution that allows end users to create AD ID, reset forgotten passwords and unlock their accounts.
- d. The Solution should be able to track changes in AD like User creation/deletion/modification, Groups, group policies, DNS. Provide alerting and reporting for the critical changes. Capability to provide all regulatory compliance reports like SOX, PCI etc.
- e. The Solution should be able to provide deep visibility into Active Directory (AD) users, groups, roles, organizational units and permissions by providing detailed reports on various aspects of it. Apart from reports, it should also perform security assessments, configuration change history reviews etc.
- f. The Solution should be able to provide functionality which helps in automate backups and quickly recover everything from a single object to an entire forest, in the event of a major disaster or corruption. Also, to have capability to test back restoration by creating virtual environment.

2.1.2 Active Directory Solution:

Bidder is required to size, design, implement and maintain Active Directory Solution.

Bank is currently running with Active Directory (Server 2008 R2). All desktops, laptops, servers and network devices (including NAC) at DC /DR and all offices are part of Active Directory domain with specific roles and responsibilities defined and implemented in respect to group and user categories, department and organizational hierarchies. Authentication is already happening using AD.

Bidder is required to study the existing Active directory setup hosted at bank's DC and DR and migrate Active Directory to its newer latest version which has to be provided by selected bidder along with hardware infrastructure. The groups and users has to be migrated with their roles and responsibilities, rights management, domain management. The new AD structure has to be designed by selected bidder as per industry best practices. Bidder is required to implement Active Directory at both DC and DR and replication of Active Directory is required to be done maintaining 120 mins RPO and 240 mins RTO. The Bandwidth sizing for replication has to be specified by the bidder.

Bidder is also required to maintain, manage the active directory in terms of group/user management, schedule management, domain management etc. as per best industries practice for the duration of the contract. Bidder is required to train 10 bank officials for two full days (8+8 hours) training post implementation for understanding the management of Active Directory.

2.1.3 Application Deployment Details:

Sno.	Solution	Sizing
1.	Active Directory Management Solution	1. *HA at DC and DR. (minimum 2 servers at DC and DR each.) 2. Non-Production (Development/Test/Training) should be 10% of the Production environment. 3. RPO- 30 mins. 4. RTO- 120 mins.
2.	Active Directory Solution	1. *HA at DC and DR.. (minimum 2 servers at DC and DR each.) 2. Non-Production (Development/Test/Training) should be 10% of the Production environment. 3. RPO- 120 mins

	4. RTO- 240 mins
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*** The Solution should be implemented in such a way so that there is no single point of failure, in case of one instance/node is deployed in server 1 then the second instance/node of the same environment of the solution should not be deployed in the same physical server.**

2.2 Onsite Support:

The bidder has to provide 24x7x365 onsite technical support and maintenance for the entire period of the project at Bank's premises in Delhi/NCR/ Gurugram.

Service Provider to propose total no. of 6 resources split between L1 and L2 (L1: 4, L2: 2) having following qualifications:

Type	Role	Total required experience in years	Minimum qualifications
L1	Managing the AD Solution as per the RFP including support to users.	2	Any degree (Graduate) with valid certification from Microsoft for Active Directory Management.
L2	Managing the AD Solution as per the RFP including support to users. Carry out upgrade/patching of solution as and when required. Ensure that the application is up and running 24x7x365.	5	BE/BTech/MCA/MSC Computer Science. MCSE with Exam 70-414, Implementing an Advanced Server Infrastructure

L3 Resource(s)/OEM to be engaged by the bidder as and when required for support.

Service Provider to prepare the roster in such a way so that multiple/single resources are available during peak banking, off peak business hours and lean business hours according to empirical experience of Service Provider gathered from past experience and industry insight.

Service Provider is required to make available required resources that may be required for the successful completion. In case the resource goes on leave / absent/being replaced, Bank should be intimated prior and suitable replacements/backup should be arranged by the Service Provider to ensure that regular functioning of the offices/locations does not get hampered. Service Provider has to provide the resumes of new resources. Bank may interview the proposed resource and confirm their acceptability. In any event if a resource is found unfit by the bank, Service Provider agrees to change the same and provide bank with a replacement within reasonable time so as to not affect the services/project timelines.

Broad scope of work for onsite engineers:

- Maintaining Active Directory setup of the Bank which includes Domain controllers, internal DNS, Users & computers connected to Domain, Group Policy Management, Computer management for enabling users and access to end user systems, backup and restore of AD.
- Performing common responsibilities such as domain controller promotion and demotion, organizational unit setup, delegation of administration, group policy creation & modification, administration of Active Directory Sites, subnets and schema changes.
- Creation of cluster objects and assignment of specific roles as per the requirement of the Bank and its other vendors.
- Certificate Installation & Management for Active Directory and applications integrated with Active Directory.
- DNS entry creation & Modification as per the requirement of the Bank.
- Ensure security and compliance of the Active Directory environment.
- Dashboard for day to day activities, reports and Domain health check-up.
- Automated User provisioning and Bulk User management.
- Automation of moving Inactive AD accounts to disable state.
- Reviewer-Approver facility for Role based access and Real time notifications for the Administrative activities.
- Tracking the changes in Active Directory Objects.
- Managing the Self-service portal for allowing end user to change password and Auditing of User/Admin activities.
- AD Integration for external applications/ databases and internal applications like HRMS, SOC, NAC, CBS applications, internally developed applications and cloud services like mail messaging etc.
- Manage Service Desk which includes attending calls from users and resolve the service tickets raised for issues related to Active Directory.
- Project documentation along with SOP for each activity in detail should be submitted.
- Onsite team will be responsible for remediating the issues related to AD/ AD Manager in strict timelines by themselves or raising the issue with the next level of technical support.
- Daily report need to be shared as per bank requirement along with input like health status of AD, Number of User added and deleted.
- Monthly report to be shared as per bank requirement with details like AD inactive user list, Health status, number of request received etc.
- Provide Onsite Support for DR drill activities without affecting functioning of end users.
- Provide active support for closure of the audit related observations raised by various authorities for AD/AD Manager by carrying out the necessary activities for compliance.
- Onsite support should be capable of handling all the activities as listed in the Scope of Work and should have expert knowledge of all equipment's/software. No outsourcing of FM resources (or) third party contract employees of the Supplier will be entertained.
- The Level 2 Engineer posted at Bank's Premises would be the single point of contact for the Bank (SPOC) for day to day operational issues.
- Vendor has to ensure that the Engineers continue to work for at least one year in the bank premises. The exceptions are to be notified to the bank and suitable replacements must be provided. The substitute Engineer must be provided a handoff of 1-month duration in Bank's setup.
- All the Engineers must possess the required qualifications as specified in the RFP.
- Bank reserves the right to shift these support staff to other locations of the Bank, as per its requirement.
- Resident Engineers as prescribed above should be provided exclusively for coordinating and sorting out any issues pertaining to Branches/Offices of Bank with regard to up-gradation/update of the proposed Solutions/Services over remote. Any software required for seamless remote support to the User will be provided by the Bidder. All of them should be stationed at Delhi/Gurugram/NCR and they should be available as prescribed above on all Bank working days.

3. Eligibility Criteria:

Only those Bidders, who fulfil the following all eligibilities criteria, are eligible to respond to this RFP. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Documents to be submitted
1	The bidder should be a Government Organization/ PSU/ PSE /Public/ Private Limited Company incorporated/ established under Companies Act, 1956 India or later and should be in existence in India for the last 5 years (as on bid submission date).	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN No: GST Registration No.
2	Bidder must have minimum annual turnover of Rs. 50 Crore in each of the last three financial years (2017-18, 2018-19 and 2019-20) should also have made operating profit in the last three financial year of the bidder. (2017-18, 2018-19, 2019-20)	Copy of the audited Balance Sheets for the preceding three years (i.e. 2017-18, 2018-19 and 2019-20).
3	Bidder should have experience of implementation of Active directory and proposed Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users.	Copy of Client Certification for successful completion and commissioning with name and Contact details of signatory.
	Bidder should be authorized partner of Microsoft service provider for Microsoft.	Manufacturer's Authorization Form (MAF) is to be provided for service support.
5	Bidder should be authorized partner of OEM of Active directory manager software and should have back to back support agreement with the OEM.	Manufacturer's Authorization Form (MAF) is to be provided for service support.
6	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India	Self-declaration on the letter head.
7	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of Business.	Declaration in the letter head of the service provider's company to that effect should be submitted.
8	The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means: a. An entity incorporated, established or registered in such a country; or	A declaration on letter head of bidder duly signed by Authorized Signatory stating the following is to be submitted: "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been

	b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or a. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered".
9.	OEM Should have their delivery team in India for deployment of AD Management Solution.	Declaration from OEM and relevant proof.
10.	The OEM for proposed Active Directory Management Solution should have been successfully deployed in last 8 years in a single deployment scenario for any Scheduled commercial Bank/Government Organization/PSU customer having AD User Count of more than 10,000.	Relevant Credential Letters or Purchase Order/Contract/Copy/Completion Certificate.
<p>Note:</p> <ul style="list-style-type: none"> • Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder. • Scheduled commercial banks do not include small finance banks, payment banks, regional rural banks and cooperative banks. • 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 case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered. <ul style="list-style-type: none"> • In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered. • If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution. • Proposed solution need not be the proposed version of the solution. • Branches mean bank branches only and exclude extension counters, satellite offices, part-shifted branches and banking correspondents. 		

Part – II
INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

1. Invitation of Bids:

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Supply, Installation, migration of Active directory and AD Manager. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Key Information sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. Due Diligence:

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Punjab and Sind Bank shall not be held responsible.

Photocopies of relevant documents/ certificates duly stamped and signed by authorized person, must be submitted as proof in support of the claims made. The Bank reserves the right to verify/ evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive, and binding upon the Bidder.

3. Cost of Tender:

The tender document is required to be downloaded from the Bank's official website www.punjabandsindbank.co.in. The bidder is required to submit a non-refundable fee as mentioned in Key-Information by way of NEFT only (Account details as mentioned in the Key Information sheet), before submission of the complete bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP. The softcopy will also be available at the Bank's authorized e-Tendering website: <https://psb.eproc.in>

4. Language of the Bid:

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English language only.

5. Bid Currency & Price Structure:

Prices shall be expressed in the Indian Rupees only. Further, the bidder must quote price exclusive of all applicable taxes and duties. The cost will not depend on any variation in dollar exchange rate/ change in tax structure.

6. Authorized Signatory /Personnel:

The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign the Bid. The designated personnel should have the POA clearly mentioning his / her authority to sign the bid on behalf on company be authorized by a senior official of the Organization having such authority to do so. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

7. Two Bid System:

- a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign and stamp all pages of the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b. The bidder shall submit his response to the present tender separately in two parts – “The Technical Bid” and “Commercial Bid”. Technical Bid will contain product specifications / response to functional and technical specifications whereas Commercial bid will contain the pricing information as per the Bill of Material given in the RFP. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Bank. Those bidders satisfying the technical requirements as determined by the Bank in its absolute discretion shall be short-listed for opening their commercial bid.
- c. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
- d. Bid documents shall be submitted in a single sealed envelope, including Letter for NEFT towards cost of RFP, Bid Security Declaration and other required documents as mentioned in the tender and a separate sealed envelope containing commercial bid Price, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the Bidder’s seal duly affixed with the Signature and Stamp of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

8. Formation of Bid:

The RFP response documents should be submitted in paper copies - hard bound in two sets (Original Set and Duplicate Set) and online as well. Each set should contain one copy of the following:

a. ENVELOPE – I: Eligibility Criteria:

Separate envelopes with superscriptions as “**Eligibility Criteria**” should be included within the overall Envelope. The Bidder should submit the following:

- a. Letter for Neft towards cost of RFP.
- b. Bid Security Declaration.
- c. The sheet mentioning compliance/ non-compliance to all the eligibility criteria specifications with remarks and other requirements given in **Annexure B: Eligibility Criteria Compliance**.

d. All the proofs required for eligibility criteria as mentioned in **Annexure B: Eligibility Criteria Compliance.**

b. ENVELOPE – II: Technical Bid:

The Bidder should submit the following:

Technical Bid: Separate envelopes with superscriptions as “**Technical Bid and Masked Commercial Bid**” should be included within the Envelope II.

- a) Technical Bid.
- b) Masked Commercial Bid.

The Bidder should submit compliance / non-compliance to all the specifications with remarks and other requirements given in the Bid Document and Scope of Work.

The Technical Bid should be complete in all respects and contain all information asked for, except commercial prices.

The Technical Bid should include all items asked for in bid document which shall include the Annexures, undertaking/documents asked in the Scope of work.

The technical offer **should contain a Masked Bill of Material. The Bidders should note that the technical offer should not contain any price information.** The Technical Offer should be complete and indicate that all products and services asked for are quoted. The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Appendix D- **Commercial Bid Format**) as per price schedule without the prices (please put ‘X’ mark wherever prices are quoted) along with other bid documents for evaluation purpose. In addition to submitting the hard copies, the Bid Formats dully filled, supporting documents and bid documents should be submitted online.

c. ENVELOPE – III: Commercial Bid:

The Price Bid document should give all relevant price information and should not contradict the Technical Offer in any manner. **Please note that if any envelope is found to contain both technical and commercial bid together, that bid will be rejected summarily.**

Commercial Bid Containing the following the following documents

- Annexure Q - Commercial Compliance Certificate
- Annexure O - Compliance for Reverse Auction
- Annexure D - Commercial Bid Format.

The three Envelopes (Envelopes-I, II and III) should be put together in an envelope to constitute one set. Each set should be packed in an envelope.

The proposal should be prepared in English in MS Word/Excel format.

The details required in the Annexure shall also be enclosed. The Bank may reject any proposal not containing all the requirements called for in various Annexure.

The bidders who do not qualify as per eligibility criteria will not be considered for Technical evaluation.

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. PSB may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is

not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.

The Bid shall contain the following documents: -

S.No.	Documents
1	Tender Covering Letter as per Annexure-A
2	Eligibility Criteria Compliance as per Annexure-B (please ensure that all related documents to Minimum Eligibility criteria have been attached)
3	General details of Bidder as per Annexure-C
4	Declaration cum undertaking per Annexure-E)
5	Detail of Payment made on account of bid fee through NEFT (UTR No, Date of Tran, etc.)
6	Another Sealed Envelope containing Indicative commercial Bid as per Annexure-D duly labelled as "Commercial Bid Format" and Tender Reference No., Name of the Bidder.
7	Bid Earnest Declaration as per Annexure-M
8	Power of Attorney on non-judicial stamp paper of Rs. 100/- for authorizing official for signing the Bid.
9	Undertaking from bidder/ OEM's certifying that all the components, parts, assembly etc. used inside the company products /hardware are new and original.
10	Any other document indicating the features of the products.
11	Duly signed and stamped copy of RFP & Addendum to be submitted along with Technical Bid.
12	Integrity Pact As per Annexure-H (To be stamped on Rs.100 non-judicial stamp paper).
13	Manufacturers (OEM) Authorization Form (MAF) As per Annexure-F
14	Bid Compliance certificate as per Annexure-I .
15	Certificate of Non- Blacklisting as per Annexure-J .
16	Certificate of central minimum wages act and labour law as per Annexure-K .
17	Certificate of Non-Disclosure as per Annexure-L .
18	Compliance for Reverse Auction as per Annexure-O
19	Any other documents as specified in the RFP.
20	Declaration/ Certificate w.r.t restrictions on procurement from a bidder of a country which shares a land border with India as per Eligibility Criteria.

21	Copy of valid MSME/NSIC registration Certificate bearing Registration no.
22.	Commercial Compliance Certificate as per Annexure-Q .

Note: All Claims made by the Bidder will have to be backed by documentary evidence.

9. Submission of bid:

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.

A complete Bid with all supporting documents, duly sealed should be submitted, **in person as well as electronically as mentioned in KEY-INFORMATION of this document**, on or before the last Date and Time for bid submission at the address mentioned below. **Kindly also note that hard Copy of Technical Bid will be received/ accepted only after successful submission of Bid electronically.**

DGM-IT

Punjab & Sind Bank

Head Office Information Technology Department

2nd Floor, Plot No. 151, Institutional Area, Sector 44, Gurugram-122003.

Any other mode of submission, e.g. by courier, fax, e-mail etc. and submission of bid at any other place will not be accepted/considered.

Bids will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the specified date, time and place of bid opening. All bidders are advised to be present at the time of bid opening. No separate intimation will be given in this regard.

10. Cost of Preparation:

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

- If any information/ data/ particulars are found to be incorrect, Bank will have the right to disqualify/ blacklist the bidder and invoke the Performance Bank Guarantee/Execute the Bid Security Declaration. All communications, correspondence will be only to the authorized signatory of the prime bidder. Any partner/ sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the Bank.
- Bank reserves its right to cancel the order even after placing the letter of Intent (LOI)/ Purchase Order, if Bank receives any directions/ orders from Statutory Body/ RBI/ Govt. of India in a nature that binds the Bank not to take the project forward.
- Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid if bid is not submitted in proper format as per RFP.

11. Late bids:

Bank will not accept/ receive any bid after the due date and time (for receipt of bids as prescribed in this RFP) in any circumstances. Bidders are advised to take a note of it.

12. Bid Security Declaration:

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

- a. 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.
- b. 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.
- c. 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.

13. Performance Bank Guarantee:

Within 10 days of execution of contract, the successful bidder has to submit the overall Irrevocable Performance Bank Guarantee (PBG) of 3% of TCO for the due performance of the contract, valid for 66 months with a claim period of further 1 year. It is to be submitted centrally at HO IT Department. In case vender(s) fails to perform the contract or fails to pay the due penalty, if any, as demanded by bank, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.

- a. The PBG shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Scheduled Commercial Bank in India (Other than Punjab & Sind Bank, RRB and Co-operative Bank), acceptable to the Bank in the format provided in the RFP. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- b. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- c. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- d. In the event of the Successful Bidder commits a material breach of the terms and conditions of the contract, Bank shall provide a cure period of 30 days and thereafter invoke the PBG.
- e. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank shall provide a cure period of 30 days and thereafter invoke the PBG, if required.
- f. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.

- g. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or misstatement.
- h. The PBG may be discharged / returned by the Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.
- i. If the Performance bank guarantee is not submitted within the stipulated time or within the timeline agreed beyond the stipulated timelines, the Bank reserves the right to cancel the order/ contract and the earnest money deposit taken from the successful bidder, will be forfeited.

14. Erasures or Alterations:

The Bid shall contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

15. Opening of bids:

Technical Bid offer will be opened on the date and time mentioned in the RFP '**Key-Information**' in the presence of the representatives of prospective Bidders having authorized letter on behalf of company to attend the opening of said bids. No separate intimation will be given in this regard.

16. Evaluation Process of the Bids:

The Evaluation will be a Three-stage process:

- a. Eligibility Criteria Evaluation - (Mandatory to meet by each of the prospective bidders).
- b. Technical Evaluation (For the bidders who have found eligible in Eligibility Criteria Evaluation).
- c. Indicative Commercial Evaluation- (For technically qualified Bidders).

The evaluation by the Bank will be undertaken by a committee of internal Bank officials and may include Consultant. The decision of Bank's Committee shall be considered final.

16.1 Preliminary Scrutiny:

The scoring will be 100% compliance to the technical requirements of the Bank.

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation.
- d. Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP Document without material deviations. Deviations from, or objections or

reservations to critical provisions, such as those concerning Bid Security declaration, Applicable Law, Performance Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.

- e. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.2 Clarification of bids:

To assist in the scrutiny, evaluation and comparison of offers/ bids, the Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/ bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

As per scope of this RFP, sub-contracting is not permitted.

16.3 Technical evaluation:

The technical bids shall be evaluated by a committee of experts for the following: -

- a. Compliance of Minimum eligibility criteria.
- b. Receipt of all/ complete documents/ information/ undertakings etc.
- c. Compliance of technical specifications of the products quoted.
- d. Adherence to support set up requirements.

Bank may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on manufacturing/ supply chain and support capabilities of the bidders.

16.4 Commercial Evaluation:

The commercial bid evaluation will be carried out by opening sealed indicative commercial bids. After that, based on the indicative commercial bids, reverse auction will be conducted. Post reverse auction, the bidders with the lowest commercial proposals will be designated as L1.

17. Reverse Auction

The Bank shall conduct Reverse Auction on total cost of ownership of the project and the price so obtained after closure of Reverse Auction shall be considered for Commercial Evaluation. Bidders have to submit final itemized price to the Bank within 48 hours of closure of Reverse Auction process.

In case any technically qualified bidder does not take part in reverse auction, then he will not be considered for commercial evaluation.

The procedure of reverse auction will be notified to the shortlisted bidders separately.

17.1 Business Rules for Reverse Auctions:

17.1.1 Applicability

Reverse auctions are carried out under the framework of rules that are called Business Rules.

- a. All bidders participating in reverse auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format **"Annexure-O: Compliance for Reverse Auction"**.

- b. Any bidder not willing to submit such an undertaking shall be disqualified and bid will be rejected.

17.1.2 Compliance/Confirmation from Bidder

The bidders participating in reverse auction shall submit the following documents duly signed by the same Competent Authority who signs the offer/Bid document in response to the RFP:

Acceptance of Business Rules for Reverse Auction and undertaking as per format in **Annexure-O**: Compliance for Reverse Auction.

17.1.3 Training to bidders:

- a. The Bank may facilitate training for participation in reverse auction either on its own or through the service provider for the reverse auction.
- b. On request where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with reverse auction process.
- c. Any bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any request / complaint / grievance later at any stage.
- d. Each bidder shall participate in the training at his / their own cost.
- e. The venue, date, time etc. for training in reverse auction shall be advised at the appropriate time.
- f. No request for postponement/fixing of training date/time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

17.1.4 Date/time of reverse auction

- a. The date and time of commencement of reverse auction as also duration of 'Reverse Auction Time' shall be communicated at least 4 working Days prior to such auction date.
- b. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

17.1.5 Conduct of Reverse Auction

- a. The reverse auction shall be conducted on a specific web portal meant for this purpose.
- b. The reverse auction may be conducted by the bank itself or through a service provider specifically identified/appointed/empaneled by the bank.

17.1.6 Transparency in Bids

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

17.1.7 Masking of Names

- a. Names of bidders shall be masked in the Reverse Auction process and bidders will be given suitable dummy names.
- b. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

17.1.8 Start Price

Reverse Auction process shall commence at and after electronically loading the “START-UP PRICE” on the basis of lowest TCO arrived at after evaluation of commercial bids or lesser than the lowest TCO arrived at as evaluated by the Bank.

17.1.9 Decremental Bid Value

- a. The bidders shall be able to bid only at a specified decrement value or multiple thereof and not at any other fractions. The Bid decrement value for each line item or for composite value shall be decided by the Competent Authority depending upon the nature and the value of equipment being procured.
- b. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

17.1.10 Reverse Auction Process

- 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-D**) 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.

17.1.11 Changes in Business Rules

- a. Any change in Business Rules as may become emergent and based on the experience gained may be made by the Bank.
- b. Any/all changes made in Business Rules shall be uploaded in the Website of the Bank www.punjabandsindbank.co.in immediately.
- c. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder participating in the Reverse Auction and his concurrence to/ acceptance of the change shall be obtained in writing by the Bank.

17.1.12 Don'ts applicable to the Bidders

- a. No bidder shall involve itself or any of its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidders concerned from the e-Procurement process.
- b. Bidder shall not disclose details of bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- c. Neither Bank nor service provider/ auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, network failure, Loss of electronic information, power interruptions, UPS failure, etc. at bidders' place.

17.1.13 Errors and omissions:

On any issue or area of material concern respecting e-Procurement not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

17.1.14 Address for Submission of Bid and communication

The bidder is required to submit the bids in **person as well as electronically** as mentioned in the Key-Information. Along with electronic bids, bids required to be submitted offline as mentioned in the section 1.6 (Submission of bids). Offers should be addressed to the following office at the address given below:

Dy. General Manager (IT)
Punjab & Sind Bank
Head office Information Technology Department
2nd Floor, Plot No. 151, Sector 44, Gurugram 122003

17.1.15 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest 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 at any stage.

Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

17.1.16 Right to Accept Any Bid and To Reject Any Or All Bids / Cancellation Of Tender Process

PUNJAB & SIND BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive, and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue, or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further, please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the Vendor.

17.1.17 Correction of Errors with respect to submission of Commercial Bid after RA

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.

- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.

The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding.

Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

During Tender process, if any event of conflict arises between the content of the Annexures submitted by bidders and the main body of RFP, then the content of main RFP shall prevail/ applicable.

18. Soft copy of tender document:

The soft copy of the tender document will be made available on the Bank's website <https://psbindia.com>, <https://psb.eproc.in> & on Govt Site (e-Publishing). However, the Bank shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy.

19. Bid validity period:

Bids shall remain valid for 225 (Two Hundred Twenty Five) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 225 days as non-responsive, without any correspondence. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

20. Pre-bid meeting:

For clarification of doubts of the prospective bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP in **Key-Information**.

For any clarification with respect to this RFP, the bidder may send an email to hoit.tenders@psb.co.in by last date of submission of queries as defined in **Key-Information** in this document. The format to be used for seeking clarification is mentioned in **Annexure-P (Pre-bid Query Format)**. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier.

The Link for Pre-bid meeting will be as:

<https://punjabandsindbank.webex.com/join/ho.it>

Only two authorized representatives from each of the prospective bidders will be allowed to attend the meeting.

21. Award of contract:

Following evaluation, a contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank from commercial point of view after Reverse Auction.

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Deputy General Manager (IT) at the address given in this RFP.

22. Contract Period:

The Contract will be for the period of five years from the date of issuance of PO and thereafter. the contract may be extended/renewed for such further period and on such terms and conditions as decided by the Bank

23. Signing of contract:

The successful bidder(s) shall be required to enter into a contract with the Bank within thirty (30) days of the issuance of PO. This contract shall be based on this RFP document (read with addendums/ Corrigendum/Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.

However, the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is issued.

PART – III

Functional and Technical Specifications

Bidder has to comply with all the given requirements of Functional and Technical Requirements under this Part. Bidder has to mark "Yes" as compliance to each point mentioned below. Non- Compliance / Partial Compliance to any of this solution/requirement is not accepted to the Bank and will be liable for rejection.

**1. TECHNICAL SPECIFICATIONS — Active Directory Management Solution Make
of Software _____**

(1.) User and Administrator

S.No	Description	Specification	Complied (Yes/No)
1.1	User Management	<ul style="list-style-type: none">• User life cycle management• Create, modify, move, unlock, enable/disable, delete, and restore the Single/Bulk Users without using any manual scripts.• Feasible to integrate with HRMS Server.• User Self Service portal to reset password and to unlock the account on their own.• Delete the accounts automatically on expiry of validity period.• Facilitates notification to concerned users on completion of the execution of a task.• Provision user accounts in bulk and assign them the privileges they need, all in one action.• Provide just in time (JIT) privileged access to Users through automations and workflows.• Automatically lockdown privileged accounts that are inactive for a period of time.• Create privileged roles for task delegation and Audit the actions performed by these Delegates, including what action was performed on what object and when.• Allow users to request access to privileged groups.• Enhance security of privileged accounts by enabling multi-factor authentication.• Protect privileged accounts from password attacks by enabling advanced password policy requirements, including a dictionary rule.	

S.No	Description	Specification	Complied (Yes/No)
1.2	Computer Management	<ul style="list-style-type: none"> Create, modify, move, manage, enable/disable, delete, and restore the Single/Bulk Computers without using any manual scripts. 	
1.3	Group Management	<ul style="list-style-type: none"> Create, modify, move and delete the Single/Bulk Groups without using any manual scripts. 	
1.4	OU Management	<ul style="list-style-type: none"> Create, modify, move and delete the Single/Bulk OUs without using any manual scripts. 	
1.5	GPO Management	<ul style="list-style-type: none"> Create, modify, and manage the GPOs. Link the GPOs to users/Computers/Groups/OUs. 	
1.6	Delegation Management	<ul style="list-style-type: none"> Define the roles for User, Technician and Admin. Provide restricted privileges for a Technician to perform only specific tasks/roles. 	
1.7	Administrator Management	<ul style="list-style-type: none"> Review-Approve facility for all admin activities. Privileged access for Users. 	
1.8	Administration Maker - Checker	<ul style="list-style-type: none"> The system should have the ability to build a customized workflow structure with required number of workflow agents appropriate to organization needs. Maker and Checker should be configured for all changes. Maker - Representative of successful bidder. Checker - Bank Official. 	
1.9	Integration with other related systems	<ul style="list-style-type: none"> Any change made in Active Directory should be propagated to other connected applications and systems including Office 365, Exchange Server, Skype for Business Server etc. 	
1.10	Clean up	<ul style="list-style-type: none"> The cleanup should be configured to run every month are as and when required to remove the users based on certain conditions and consolidated task reports to be sent to relevant stakeholders upon cleanup. 	
1.11	Role-based access and privileged	<ul style="list-style-type: none"> Should be configurable with roles that can be used to delegate task to help desk technician and other department members. 	

S.No	Description	Specification	Complied (Yes/No)
1.12	Total Users	<ul style="list-style-type: none"> Approximately 15000 user accounts to be managed. However the software should be provided for managing unlimited users. 	
1.13	Administrators	<ul style="list-style-type: none"> Minimum 15 concurrent Administrators with various roles should be configurable to administer the system. Solution must be able to audit GPO changes, verify its consistency & also compare GPO version side-by-side. Solution must have provision to revert the GPO changes. 	
		<ul style="list-style-type: none"> GPOs can also be approved or rejected by email without opening solution console. Solution must have capability to test pre-production GPO clones before rolling them out. Solution must have option to define a list of GPO settings with predetermined values that must exist and cannot be modified. Solution must prevent simultaneous editing conflicts or unwanted and unauthorized changes to production GPOs. Solution must lock a GPO and prevent it from being edited. Solution must have option to hide Group Policies Solution should be able to monitors changes to GPOs natively and automatically creates a new version. 	

(2.) Reports:

S.No.	Description	Specification	Complied (Yes/No)
2.1	User Reports	<p>Generate report on:</p> <ul style="list-style-type: none">• Total no. Of Users.• Active and Inactive Users.• Last logon Users.• Account expired Users.• Account never expire Users.• Users in Group/OU.• Locked out Users.• Account disabled Users.• GPOs linked to Users.• User Object History (Recently created, modified, deleted, moved, enabled/disabled).	
2.2	Group Reports	<p>Generate report on:</p> <ul style="list-style-type: none">• Total no. Of Groups.• Members of Group.• GPOs linked to Group.• Security and Distribution Groups.• Group Object History (Recently created, modified, deleted, moved, enabled /disabled).	
2.3	Computer Reports	<p>Generate report on:</p> <ul style="list-style-type: none">• Total no. Of Computers.• Active and Inactive Computers.• Last logon Computers.• OS version of Computers.• Enabled and Disabled Computers.• Computers in Group/OU.• GPOs linked to Computers.• Computer Object History (Recently created, modified, deleted, moved, enabled/disabled).	
2.4		Report on User/Technician/Admin delegated activities	

S.No.	Description	Specification	Complied (Yes/No)
2.5	OU Reports	Generate report on <ul style="list-style-type: none"> • Total no. Of OUs Members of OU. • GPOs linked to OU. • OU Object History (Recently created, modified, deleted, moved, enabled/disabled). 	
2.6	GPO Reports	Generate report on, <ul style="list-style-type: none"> • Total no. Of GPOs • GPOs linked to OU. GPO History (Recently created, modified, deleted) 	
2.7		Use built-in reports to gain in-depth visibility into the privileged permissions held by users and groups, including users who gained privileged access by being part of nested groups	
2.8		Solution should be able to gather data from both AD and Azure AD for reporting.	
2.9		Solution should capture and provide historical configuration information on AD users, groups, OUs and permissions.	
2.10		Solution should have schedule option for data collection	
2.11		Solution should have pre-migration assessment report like user or group dependency, matching conflicts.	
2.12		Solution should have automated report generation and flexible scheduling of report delivery.	
2.13		Solution should have option to create custom reports.	
2.14		Solution should have report to provide list of AD permission user has i.e. permission given to help desk user.	
2.15		Solution should have capability to report for accounts becoming member of root AD group through nested group.	
2.16		Solution Should be able to Scale back database storage requirements by comparing discoveries and only storing the changes and Save a larger amount of change history.	
2.17		Solution should Automate report generation and delivery for multiple report consumers and according to different schedules to Honor departmental and business function boundaries by letting auditors, helpdesk and IT managers just get the reports they asked for.	

(3.) TECHNICAL SPECIFICATIONS — Self-Service portal.

S.No	Description	Specification	Complied (Yes/No)
3.1		Self-service portal software to be provided by bidder and managed.	
3.2		The Portal should be integrated with SMS and Email gateways.	
3.3	Function	Allows users to reset their forgotten passwords and unlock locked-out accounts, without IT assistance on their own.	
3.4	Enforcement	Put users through stringent authentication techniques every time they attempt a self-service password reset or account unlock.	
3.5	New User	New user accounts should be allowed use of self-service portal by verifying an employee's identity with information provided by them during the enrolment process. Verification options include security questions and answers, verification codes, RADIUS, AD security Q&A, and mobile app authenticator (fingerprint-based; push notifications; and one-time passcodes, or OTPs). Each of these verification methods feature powerful customization options.	
3.6	Existing user	Existing users need to enroll with any combination of the multi-factor authentication techniques enabled by the IT admin. Verification options include security questions and answers, verification codes, RADIUS, AD security Q&A, and mobile app authenticator (fingerprint-based; push notifications; and one-time passcodes, or OTPs). After the user verifies their identity, they will be allowed to perform the requested self-service actions. Each of these verification methods feature powerful customization options	
3.7		Proposed solution should be a web-based solution with SSL and session expiry.	
3.8		Movement of users from one Organizational unit to another OU.	

4. TECHNICAL SPECIFICATIONS — Auditing Software

S.No	Description	Specification	Complied (Yes/No)
	Requirement	It should have a comprehensive auditing module that monitors user and admin activities across AD, Exchange Server, Office 365 etc.	
4.2	Logging and reporting Alerts	All changes are captured in real-time and displayed in reports for easier understanding of who made what change, when, and from where Admins should be able to configure notifications for a specific set of events. When the event takes place, they will receive email or SMS alerts instantly so that they can respond to the event immediately.	
4.3	Compatibility	The audit reports should be easily exported to various reusable file formats including PDF, HTML and XLSX.	
4.4	Scheduling	The reports should also be scheduled to be automatically delivered to relevant stakeholders at specific intervals through E-Mail.	
4.5	Customization	The predefined reports should be customizable and entirely new set of custom reports should be created using just point and click actions	
4.6	Logging	Should log the activities for three years	
4.7	Logging in server AD	Changes in AD Server software should be logged and maintained for Five years. Necessary storage will be provided by the bidder	
4.8		Solution must have Real-time auditing & alerting capabilities	
4.9		Solution should not rely on native Windows event logs for tracking changes	
4.10		Solution should have Agent-based to (1) eliminate need native event logs, (2) allow for object protection, (3) optimized/configurable data transfer, and (4) real-time alerts	
4.11		Solution should have option to deploy and uninstall the agent remotely.	
4.12		Solution should have Object protection feature for Active Directory objects, Group Policy, Organizational unit.	

4.13		Solution should have the capability to alert if an unauthorized attempt is made for configuration changes in AD.	
4.14		Solution should have capability to audit account lockouts.	
4.15		Solution should have real-time tracking, analysis and reporting on all Microsoft® Active Directory® events.	
4.16		Should be able to report on nested membership changes to critical groups.	
4.17		Should be able to report on nested membership changes to critical groups.	
4.18		Should have option to archive and purge old events.	
4.19		Solution should have real-time tracking, analysis and reporting on all Microsoft® Active Directory®-based and LDAP queries.	
4.20		Solution should have capability to Identify inefficient queries that degrade domain controller performance.	
4.21		Web-based access with dashboard reporting.	
4.22		Solution should have capability to Identify queries against Active Directory (AD) that are not secure or signed.	
4.23		Solution should have AD-change rollback.	

(5.) AD Backup and recovery

S. No	Description	Specification	Complied (Yes/ No)
5.1	Backup	Facilitate backup of entire Active Directory setup including users and rights data	
5.2	Recovery	Automates the entire recovery process, including rebuilding the global catalogue & FSMO Role DCs	
5.3		Support Active directory bare metal recovery.	
5.4	Restoration	Perform clean Active Directory restore, by preventing reintroduction of rootkits and other malware.	
5.5		Recovery solution must be enabled with automated backups, quick compare of backup to current values of AD to pinpoint differences, and instantly recover the desired data	
5.6		Recovery solution support single user and object recovery.	
5.7		Solution must be able to restore AD object, including users, groups, computers, organizational units, sites, subnets, configuration and Group Policy Objects (GPOs)	
5.8		Solution should be able to restore entire forest from single console.	
5.9		Solution should be able to perform Restoration of directory objects without the need to restart domain controllers.	
5.10		Solution must report and compare the online state of AD with its backup and highlight changes made to the directory data since the backup	
5.11		Solution should be able to compare the difference between backups taken at two different time and the production environment	
5.12		Solution should be able to perform restoration at attribute level.	
5.13		Solution should have web interface to Delegate data restore tasks to specific users.	
5.14		Solution should have Virtual environment creation option using production data to test the forest level recovery	

(6.) General and compliance requirements:

S.No	Description	Specification	Complied (Yes/No)
6.1	Security Audit	Should perform Security audit quarterly and report on: Who has access to what? Steps to tighten up security and pass the audit? Details of User permissions to shares, folders and files on file servers and network filers? Details of User delegated rights in Active Directory? Details of User administrative access to Windows servers and workstations?	
6.2	Compliance to Audit reports	Should fix all audit findings reported by the bank internal and external auditors at the earliest and before the period mutually agreed.	
6.3	Patching and upgrade	The Solutions including the software supplied should be upgraded to the latest version released by the OEM if any. The patches released should be applied within 30 days.	
6.4	Vulnerability fixing	If any vulnerability is noticed or reported by anyone on the software solution, the same should be fixed within a week. If the vulnerability is critical a work around or fix to be provided immediately and not later than 24 hours.	
6.5	BCP Requirements	The application to be installed and maintained at both DC and DR	
6.6	DR Drills	Testing the BCP solution/DR drill between DC and DR should be done as per bank policy without any cost to bank.	
6.7		Proposed solution should have ability to identify rogue and orphaned accounts.	
6.8		Proposed solution should respond to pre-defined failed attempts through relevant error.	
6.9		Proposed solution should support multi-domain Active Directory Forest.	
6.10		Proposed solution should capture IP address of the system while logging-in to the solution or while initiating any request through the solution, which may not require to log-in to the solution	
6.11		Proposed solution should support centralized user/ bulk users' creation from the feed of HRMS or any other application	
6.12		Proposed solution should support multiple admin facility at distributed locations viz zones, regions with respective jurisdiction of user management. Proposed solution should have super admin available at centralized location at Central Office	

6.13		Proposed solution should have provision for users as well as admins to add or modify Mobile no., e-mail address, office location etc.	
6.14		Proposed solution should support approval workflow mechanism for all administrative activities like user creation, activation, password reset, movement from one OU to another, addition of attributes, changes in attributes like mobile no. & e-mail id in AD, admin delegation etc.	
6.15		Proposed solution should have availability of time stamped reports like user details with date of creation, user movement, activities carried out by specific admin, list of users for which password reset done etc. for a particular period	
6.16		Proposed solution should support reports related to access policy, request, approval, role, organization, password, resource & entitlement, user e.g. list all users created in a specified time period. Detail should include method of user creation(manually or through trusted reconciliation), all the deleted users, list of users whose accounts are disabled, list of users whose disabled accounts are unlocked by administrators, list all existing users provisioned to a specified resource, user's resource entitlement history over user's lifecycle (reporting is key capability for getting in-detailed information)	
6.17		All the reports provided by the proposed solution should be in HTML, CSV, TXT and PDF formats	
6.18		Proposed solution should have facility to restrict specific users to login within specific time frame	
6.19		Proposed solution should have the ability to run a comparison between two users to find differences in group memberships	
6.20		Proposed solution should have the ability to highlight high risk user accounts and groups in AD	
6.21		Unlimited 24x7 access to a Web support portal	
6.22		OEM should have their own delivery team in India for deployment of AD management solution	
6.23		Supported Active Directory Domain Controllers: Windows server 2019 or latest ,Windows® Server 2016,Windows Server 2016 Core, Windows Server 2008 R2 SP1, Windows Server 2008 R2 Core SP1,Windows Server 2012 (Essentials, Standard and Datacenter), Windows Server 2012 Core (Essentials, Standard and Datacenter) Windows Server 2012 R2 (Essentials, Standard and Datacenter) Windows Server 2012 R2 Core (Essentials, Standard and Datacenter)	

List of deviations from the required specifications:

1)

2)

(If left blank, it is treated that there are no deviations in the compliance of specifications).

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation.

We submit that the details given above are true to the best of our knowledge.

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

PART – IV

1. Order details

The purchase order will be placed by Bank Head Office, IT Department in the name of selected bidder as per requirement. The payment will be made by Head Office, IT Department and the Performance Bank Guarantee for order will be required to be submitted in the same office.

2. Project Timelines:

The bidder need to allot a project manager/SPOC who will be the single point of contact to PSB. The Project Manager/SPOC shall submit weekly report on the progress of the project implementation to PSB and appraise the activities completed during the week and activities to be taken up in next week. The detailed activities to be completed in each phase are mentioned below along with the timelines.

S.No.	Activity	Time Period for Completion
1	Supply and delivery of Software, licenses and Hardware at DC & DR.	Within 8 weeks from the date of issuance of Purchase Order.
2	Installation, configuration, migration and implementation of AD Solution along with migration of all existing AD clients, implementation of AD Manager including Self Service Portal.	Within 14 Weeks from issuance of Purchase Order.
3.	Trainings	All the trainings to be completed within 1 week from the date of request for training from PSB.

The project is considered as completed (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the Bank and the bidder. The component level checking for individual item may be included during the acceptance test.

3. 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-H**.

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

4. Payment Terms:

The payment will be made by Punjab and Sind Bank, Head Office, IT Department. The selected bidder has to submit the Performance Bank Guarantee within stipulated time frame at aforesaid office. The Payment shall be made as per the terms and conditions mentioned in the RFP, quoted by the vendor and finalized by the Bank. Bank will make the payment subject to signing of the contract as follows:

S. No	Items	Milestone	Percentage
1.	Hardware, software & its sub component	Delivery of the Hardware, software & its sub component and Submission of invoice with Proof of Delivery and other documents (after acceptance by the Bank or its nominated third party).	40%
		Successful installation and acceptance of the hardware, Software & its sub component by the PSB. The same will be released after complete solution implementation i.e. AD Solution, AD Manager and Self Service Portal.	60%
2.	Implementation cost	Post successful implementation and acceptance of the complete solution as per the scope of the RFP.	100%
3.	ATS & AMC Cost	The ATS & AMC shall commence on completion of the warranty period. The ATS & AMC Cost will be treated as a part of the total cost of the project.	Yearly in Advance
4.	FM Cost	The FM Cost shall commence post implementation period	Quarterly in arrears
5.	Training Cost	Payable on successful completion of training to designated officials of PSB.	100% after completion of training.

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed payment to the bidder (for which contract will be executed) in stages on completion of the activities as per the RFP. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

Bank will release payment within 30 days from the date of receipt of invoice. In case of Dispute/s, payment will be made within 15 working days of resolution of dispute/s. No penal Interest will be paid for delayed payment.

5. Confidentiality:

The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;

- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank’s format before or at the time of execution of the Master Contract.

6. Paying Authority:

The payments which is/are **inclusive of GST and other taxes, fees etc** as per the Payment Schedule covered herein above shall be paid by the Bank. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

7. Penalty:

Inability of the proposed solution to deliver the required functionality and uptime would result in breach of contract and would invoke the penalty clause as per SLA defined in **Annexure-N**.

8. Liquidated Damage:

Notwithstanding the Bank’s right to cancel the order, liquidated damages at 1% (One percent) of the contract price per week will be charged for every week's delay in the specified implementation schedule. The Liquidated Damages including Service Level Penalties would be subject to a maximum of 10% of the total project cost. The Bank reserves its right to recover these amounts in the mode as it deems fit and proper such as adjusting from any payments to be made by PUNJAB AND SIND BANK to the bidder, etc. without prejudice to its other rights and contentions available under the Law (s) for the time being in force.

9. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, Terrorist attacks and public unrest in work area.

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations

resulting from any Force Majeure cause as referred to and / or defined above.

10. Contract Period:

The tenure of the Contract will be for a period of 5 (five) years effective from the date of issuance of PO. However, after the completion of initial period of 5 (five) years, the contract may be extended/renewed for such further period and on such terms and conditions as decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

11. Completeness of the Project:

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

12. Acceptance Testing:

The Bank will carry out the acceptance tests as per Scope of work and deliverables supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

13. Order Cancellation:

The Bank reserve 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:

- Delay in commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

14. Indemnity:

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

Selected Bidder is required to furnish a separate Letter of Indemnity (Format whereof to be supplied by the Bank) in Bank's favor in this respect before or at the time of execution of the Service Level Agreement.

15. Publicity:

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

16. Privacy & Security Safeguards:

The selected 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 selected bidder under this contract or existing at any Bank location. The Selected 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 Selected 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 selected bidder under this contract or existing at any Bank location.

17. Technological Advancements:

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

18. Guarantees:

Selected bidder should guarantee that all the material as deemed suitable for implementing the solution i.e. hardware and software must be supplied with their original and complete printed documentation.

19. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW:

The Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (07) days of receipt of the notice.
- b. The matter will be referred for negotiation between Competent Authority of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" shall accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

The contract shall be governed by and interpreted in accordance with Indian law.

20. Exit Option and Contract Re-Negotiation:

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;

- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transition of Bank's deliverables, maintenance and facility management.

21. Corrupt and Fraudulent Practices:

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence aprocurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designedto establish bid prices at artificial non-competitive levels and to deprive he Bank of thebenefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

22. Termination:

PUNJAB AND SIND BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a. The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b. The selected bidder goes into liquidation, voluntarily or otherwise.
- c. The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e. The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f. Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g. In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, PUNJAB AND SIND BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, PUNJAB AND SIND BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good theadditional expenditure, which PUNJAB AND SIND BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i. PUNJAB AND SIND BANK reserves the right to recover any dues payable by the selected Bidderfrom any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

23. Termination for Insolvency:

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

24. Effect of termination:

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], PUNJAB AND SIND BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by PUNJAB AND SIND BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as PUNJAB AND SIND BANK may specify including training, where the successor(s) is a representative/personnel of PUNJAB AND SIND BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of PUNJAB AND SIND BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to PUNJAB AND SIND BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

25. Applicable law & Jurisdiction of court:

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

26. Limitation of Liability:

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for:

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/purchase order.

ANNEXURE – A

(Tender Covering letter)

To
The Dy. General Manager -IT,
PUNJAB AND SIND Bank, Head Office

Dear Sir,

Sub: RFP for Supply, Installation, migration of Active directory and AD Manager 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 Supply, Installation, migration of Active directory and AD Manager 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, migration of Active directory and AD Manager and Provide Services as per your purchase orders.

In the event of our selection for Supply, Installation, migration of Active directory and AD Manager, we will submit a Performance Guarantee for a sum equivalent to 3% of the order value and valid for 66 Months with claim period of 1 year 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. 10,000.00 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 – B

Eligibility Criteria Compliance

Sl. No.	Criteria	Documents to be submitted	Compliance (Y/N)
1	The bidder should be a Government Organization/ PSU/ PSE /Public/ Private Limited Company incorporated/ established under Companies Act, 1956 India or later and should be in existence in India for the last 5 years (as on bid submission date).	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN No: GST Registration No.	
2	Bidder must have minimum annual turnover of Rs. 50 Crore in each of the last three financial years (2017-18, 2018-19 and 2019-20) should also have made operating profit in the last three financial year of the bidder. (2017-18, 2018-19, 2019-20)	Copy of the audited Balance Sheets for the preceding three years (i.e. 2017-18, 2018-19 and 2019-20).	
3	Bidder should have experience of implementation of Active directory and proposed Active directory management solution in a Scheduled commercial Bank/Government Organization/PSU customer in India for minimum 5000 users.	Copy of Client Certification for successful completion and commissioning with name and Contact details of signatory.	
4	Bidder should be authorized partner of Microsoft service provider for Microsoft.	Manufacturer's Authorization Form (MAF) is to be provided for service support.	
5	Bidder should be authorized partner of OEM of Active directory manager software and should have back to back support agreement with the OEM.	Manufacturer's Authorization Form (MAF) is to be provided for service support.	
6	The bidder should not be currently blacklisted by any Central/State Govt. depts./Public Sector Banks / Financial Institutions in India	Self-declaration on the letter head.	

7	The service provider should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of Business.	Declaration in the letter head of the service provider's company to that effect should be submitted.	
8	<p>The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>a. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>A declaration on letter head of bidder duly signed by Authorized Signatory stating the following is to be submitted:</p> <p>"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered".</p>	
9.	OEM Should have their delivery team in India for deployment of AD Management Solution.	Declaration from OEM and relevant proof.	

10.	The OEM for proposed Active Directory Management Solution should have been successfully deployed in last 8 years in a single deployment scenario for any Scheduled commercial Bank/Government Organization/PSU customer having AD User Count of more than 10,000.	Relevant Credential Letters or Purchase Order/Contract/Copy/Completion Certificate.	
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Place:

(Signature and seal of authorized person)

Date:

Company's Seal

Designation:

Annexure – C

General Details of the Bidder

A. 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:

B. Financial Position of Bidder for the last three financial years

	2017-18	2018-19	2019-20
Net Worth			
Turnover			
Profit after Tax			

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

C. 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	From	Period To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

Annexure D
Commercial Bid Format

- Summary:**

S.no.	Description	Total price (In Rs.)
1.	Hardware and Software cost (I)	
2.	Implementation Cost (II)	
3.	AMC/ATS Cost (III)	
4.	FM Cost for 5 years (IV)	
5.	Training Cost (V)	
Total		

- Hardware and Software (I)**

S.no	Item Description	Service Duration (In Years)	Quantity	Unit Price	Total Price
A.	Hardware	(a)	(b)	(c)	D=(a) x (b) x (c)
1.	Total cost Providing Active Directory Solution (hardware for DC and DR and maintaining Active Directory with one year warranty)	One Time		NA	
2	Total cost Providing Active Directory management Solution (hardware for DC and DR and maintaining Active Directory with one year warrant)	One Time			
3	Remote support Solution hardware capable of handling 9000 Users.	One Time			
4	Any Other, Please specify.				
Sub Total (A.)					
B.	Software	(a)	(b)	(c)	D=(a) x b x c
1.	Total cost Providing Active Directory solution (server licences and maintaining Active Directory with one year warranty.)	One Time		NA	

2.	Total cost Providing Active Directory Management solution (server licences and maintaining Active Directory management solution with one year warranty.	One Time		NA	
3.	Remote support Software Solution with licenses for 9000 Users.	One Time			
4.	Any Other, Please specify.	One Time			
Sub Total (B.)					
Total (C = A. + B.)					

• Implementation Cost (II):

S.no	Item Description	Service Duration (In Years)	Total Price
1.	One Time Implementation	One Time	

• AMC/ATS Cost (III):

S.no	Item Description	Service Duration (In Years) (a)	Yearly Cost (b)	Total Price (a*b)
1.	AMC of hardware for 2 nd , 3 rd , 4 th and 5 th year	For 4 years after warranty of 1 year.		
2.	ATS of OS and software for 2 nd , 3 rd , 4 th and 5 th year	For 4 years after warranty of 1 year.		
Sub Total				

• FM Cost(IV):

Sno.	Description	Service Duration (a)	No of Resources (b)	Yearly Cost (c)	Total Price (axbxc)
1.	L1 Resources	5 years	4		
2.	L2 Resources	5 years	2		
Sub Total					

- **Training Cost (V):**

Sno.	Description	Duration	Location	Number of Trainees per Batch	Rate Per Batch	Total Amount
1.	Training	2 Days	Delhi/NCR	10		

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
3. The Bidder is expected to quote prices in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis as part of the commercial Bid 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.

Annexure – E

DECLARATION-CUM-UNDERTAKING

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

To

The DGM-IT,

PUNJAB AND SIND Bank, Head Office

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 – F

(Letter to be submitted by the Manufacturer on firm's letter head)

MANUFACTURERS' AUTHORIZATION FORM (MAF)

To

**The DGM-IT,
PUNJAB AND SIND Bank, Head Office**

Sub: RFP for

vide RFP REF NO:

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for Bid offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours faithfully

**Authorized Signatory (Name of
manufacturers)**

Place:

Name:

Date:

Phone No.:

Fax:

E-mail:

Annexure – G

Format of Performance Bank Guarantee

(Issued by any Public Sector Bank)

Tender Reference No: PSB/HOIT/RFP/____/2020-21 Date _____

The Deputy General Manager -IT
Punjab & Sind Bank,
HO IT Department,
2nd floor, Plot No.151,
Sector 44, Gurugram 122003.

Performance Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Period

Account

Dear Sir,

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at _____ day of _____ Two Thousand _____

BY: _____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____

(Hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its Registered 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),

WHEREAS Bank had called for the bids for engagement of service provider for Supply, Installation, migration of Active directory and AD Manager for five years and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on (Agreement) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Bank, the Services for Supply, Installation, migration of Active directory and AD Manager five years and other required applications, more particularly described in the Schedule/Annexure to the said documents, subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favour of the Bank, from a Bank acceptable to the Bank for a sum of Rs.....

(Rupees..... Only) being 3% of the total contract value for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the Guarantee in favour of the Bank for a sum of Rs. (Rupees.....Only)

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank that the Vendor shall faithfully observed and performed of the terms of the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

- (1) The guarantor hereby agrees and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.
- (2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Bank at its office at New Delhi forthwith, and all monies payable by the Vendor to the extent of Rs..... against any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
- (3) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
- (4) The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
- (5) To give effect to this guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.
- (6) The liability of the Guarantor, under this Guarantee shall not be affected by

- (a) any change in the constitution or winding up of the Vendor or any absorption, merger or
- (b) amalgamation of the Vendor with any other company, corporation or concern; or
- (c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
- (a) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
- (b) any change in the constitution of Bank / Vendor; or
- (c) any change in the setup of the Guarantor which may be by way of change in the constitution,
- (d) Winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

- (7) This guarantee will remain in force up to 66 months (with a claim period of further 1 year) from the date of PO.
 - (8) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Bank, from time to time.
 - (9) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.
 - (10) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of New Delhi where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
 - (11) Notwithstanding anything contained herein above
 - I. Our liability under this Performance Bank Guarantee shall not exceed Rs (Rupees only)
 - II. This Performance Bank Guarantee shall be valid up to.....
 - III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before (mention validity period + claim period)
- IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED SEALED AND DELIVERED BY the
within named Guarantor (Vendor Bank),

by the hand of Shri. _____, its authorised official.

Annexure – H

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 & transparency in its relations with its Bidder(s) and / 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 & 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 cartelisation 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 – I

Bid Compliance:

Undertaking to the Bank on the vendor's letterhead

To,

The DGM-IT,

Punjab and Sind bank

Dear Sir,

Sub: RFP for

vide RFP REF NO:

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No hereinafter referred to as "RFP") issued by 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 if any, issued by the Bank. 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,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure – J

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

To

The Dy. General ManagerIT

PUNJAB AND SIND Bank, Head Office

Dear Sir(s),

Sub: RFP for Supply, Installation, migration of Active directory and AD Manager 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 – K

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws

To

The Dy. General Manager IT

Dear Sir,

Sub: RFP for

vide RFP REF NO:

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No hereinafter referred to as "RFP") issued by 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 if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labor Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person) Bidder's

corporate name:

Place:

Date:

Annexure – L

NON-DISCLOSURE AGREEMENT

(Non-Judicial Stamp Paper of appropriate value)

Tender No:

This Non-Disclosure Agreement made and entered into at..... Thisday 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)

Annexure-M

Bid Security Declaration

RFP Reference No

Date:

Deputy General Manager
Punjab & Sind Bank
Second Floor
IT Department
Plot Number 151, Sector 44,
Gurugram, 122003

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. 16.00 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)
(Designation) (Date) (Place):
(Name and address of the bidder)

(Company Seal)

date :

Annexure-N

SERVICE LEVEL AGREEMENT

THIS AGREEMENT made on the day of, 2021 between Punjab and Sind Bank Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 21, Rajendra Place, New Delhi (hereinafter "the purchaser/Bank") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part and

M/s, ("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part:

WHEREAS the Bank invited bids vide RFP No for (For Supply, Installation, migration of Active directory and AD Manager) (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services.

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

The SLA specifies the expected levels of service to be provided by the Supplier to the Bank. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. The Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

A Service Level violation will occur if the Supplier fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.

There would be month wise SLAs and all SLA targets have to be met on a monthly basis.

Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the Supplier for every quarter in the Bank suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to Bank shall contain the summary of all incidents reported and associated performance measurement for that period.

The business hours are 8 AM to 10 PM on any calendar day the Bank's branch is operational. Bidder however recognizes the fact that the branches will require to work beyond the business hours and holidays on need basis.

Critical and Key infrastructure of Data Centre, Disaster Recovery Centre and Near Line Site will be supported on 24x7 basis.

Uptime will be computed based on availability of the applications to the Bank's users irrespective of availability of servers either individual servers/clusters. Also, non-compliance with performance parameters for business, network and environmental infrastructure and system / service degradation will be considered for downtime calculation.

Uptime Rules

1. The downtime calculation starts from the time of hardware/ software failure leading to denial of service.
2. The preventive or scheduled maintenance done without affecting the functioning of branches and other applications is not considered as downtime. Bidder should ensure that there are no replication overheads that may hamper the performance of the systems. Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenor of the Contract. Typical Resolution time will be applicable if systems are not available to the Bank's users and there is a denial of service. Average Uptime will be computed based on the availability of the applications & IT Infrastructure to the banks users. Also non-compliance with performance parameters for business and environment infrastructure & system/service degradation to the extent where applications are not available will be considered for downtime calculation. The average uptime will be computed across all the servers in a cluster rather than on individual servers/clusters. In DC & DR; Bidder shall provide onsite assistance within response resolution window. The logic for imposition of SLA in the tool(s) will be defined by the Bank and also, the admin rights will reside with the Bank.

SLA Definitions

❑ "Availability" means the time for which the services and facilities are available for conducting operations on the solution including application and associated infrastructure.

❑ Availability is defined as (%) =
$$\frac{\text{(Operation Hours - Downtime)}}{\text{(Operation Hours)}} \times 100\%$$

The operation hours are defined as 24/7 X 365.

"Downtime" is the actual duration for which the system was not able to service the Bank, due to failure of the software solution or due to configuration of the software solution by the onsite engineers as defined by the Bank and agreed by the Supplier.

"Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the Bank.

"Incident" refers to any event / abnormalities in the functioning of the solution.

Service Levels: Service Levels will include Availability measurements and Performance measurements parameters. Bidder shall provide Availability Report on monthly and quarterly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by Bidder e.g. utilization reports, response time measurements reports, etc. Audits will normally be done on regular basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

Penalty on non-adherence to SLAs:

A.) Availability Measurements:

During the term of the contract, the supplier will maintain the solution in perfect working order and condition and for this purpose will provide the following services.

S. No	Minimum Service Level for Active Directory Solution and AD Management Solution Solution	Penalty
1	99.9% and Above.	Rs. 50,000/- will be charged for every 0.01% or part thereof drop in service levels as a penalty.

B). Performance Measurements: Performance Measurements will be done on monthly basis or as required by Bank.

Type of Infrastructure	Measurement	Minimum Service level	Measurement Tool	Penalty
Hardware Utilization	The daily peak utilization of CPU RAM, NIC and Hard disk etc. of the specific hardware exceeds 70% at any given point of time. Each incident should not	100%	EMS	If less than 3 times: for every 0.5% drop in service level, Penalty of 1% of the respective Hardware Cost. If more than 3 times in a quarter: Bidder will be responsible for replacing the hardware at no additional cost to the Bank within 3 months of exceeding the thresholds. In case bidder fails to replace the hardware, LD of 1% of effected product cost will be lived

	exceed 5 minutes, every part thereof will be a new incident.			for every week of delay or part thereof.
Disaster Recovery Instance Availability	Business operations to resume from Disaster Recovery Site within 120 Mins from data Center failing/down.	100%	EMS	INR 20,000 for every 10 Minutes of delay above defined RTO for the reasons solely attributable to the bidder
Security Management	Latest stable version of Patches /service Pack /bug fixes / firmware /etc. should be applied on the device/server /application as per the Patch Management Process.	100%	EMS	Penalty of INR 5000 for every day of delay above agreed timeline.

C.) Audit Gaps:

Category	Resolution Period	Penalty Amount
High	Within 2 days	15,000 per issue per day post the resolution period till the issue/gap closure date.
Medium	Within 4 days	10,000 per issue per day post the resolution period till the issue/gap closure date.
Low	Within 6 days	5,000 per issue per day post the resolution period till the issue/gap closure date.

D.) Incident resolution for Users:

Incident	Resolution Period	Penalty Amount
User Incident to be logged through Helpdesk call/Mail and Incident number must be generated.	Within 30 Minutes	Rs. 500.00 per hour per Incident till closure of Incident.

Annexure-O
Compliance for Reverse Auction

RFP Reference no.

Date:

Punjab & Sind Bank,
2nd floor, Information Technology Department,
Plot No. 151, Sector 44,
Gurugram – PIN 122003
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 P
Pre-bid query format

Bidder's request for Clarification - to be submitted before the last date mentioned in the RFP for submitting the pre-bid queries

If, bidder, desiring to respond to RFP, require any clarifications on the points mentioned in the RFP may communicate with Punjab & Sind Bank (PSB) using the following format.

All questions received before deadline specified in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, PSB may at its discretion, answer all such queries in the Pre-bid meeting.

<i>To be mailed, delivered, faxed or emailed to:</i>	Dy. General Manager, IT Department -- address, email id and fax number given in the schedule	
<i>Name of Organization submitting request</i>	<i>Name & position of person submitting request</i>	<i>Full formal address of the organization including phone, fax and email points of contact</i>
		Tel:
		Fax:
		Email:
Please Tick preferred contact option		

Pre Bid Query Format

Query Reference No	RFP Section (point number)	RFP Page Number	RFP Excerpt	Query Description/Clarification sought

Name and signature of authorized person issuing this request for clarification
Signature/Date

Official designation

1. In case of multiple queries, the contact details need not be repeated and only the details in the pre-bid query format (table provided above) are to be furnished for the subsequent queries.
2. The queries should be submitted in a spreadsheet using the same column headings specified in the table above, preferably in MS Excel file format.
3. Please indicate the preferred method and address for reply.

**Annexure Q:
Commercial Compliance Certificate**

RFP Reference no. PSB/HOIT/RFP/

Date:

Punjab & Sind Bank,
2nd floor,
Information
Technology
Department,
Plot No. 151, Sector
44,
Gurugram – PIN
122003

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)

RFP REF NO: