

# Request for Proposal

For

**SELECTION OF VENDOR FOR END USER FUNCTIONAL TRAINING OF FINACLE  
10.x & ALLIED APPLICATIONS**

**Head Office Information Technology Department**

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

**RFP REF NO: PSB/HOIT/RFP/175 /2022-23 dated 30/01/2023**

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

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## Bid Control Sheet

<b>Tender Reference No and Title</b>	PSB/HOIT/RFP/175 /2022-23 dated 30/01/2023 <b>Request for Proposal (RFP) for Selection of Vendor for End User Functional Training of Finacle 10.X &amp; Allied Applications.</b>
<b>Cost of Tender documents</b>	<b>Rs.20,000.00 (Rupees Twenty Thousand Only)</b> through NEFT in favour of PUNJAB & SIND BANK A/c 15091100000216, A/c Name HO IT Department Payment, IFSC: PSIB0021509, Branch: Sector-44, Gurgaon.  <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 (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.</i>
<b>Date of issue of RFP</b>	<b>30.01.2023</b>
<b>Earnest Money Deposit / Bid security declaration</b>	<b>Rs.18,00,000/- (Rupees Eighteen Lakhs only)</b> <i># All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption. Bid Security Declaration is as per <b>Annexure Z</b></i>
<b>Date of commencement of sale of tender document</b>	<b>30.01.2023 12:00 HRS</b>
<b>Last date for submission of Pre-bid queries</b>	<b>06.02.2023 (queries must be mailed to hoit.tenders@psb.co.in only with the subject "Prebid query for RFP for Selection of Vendor for End User Functional Training of Finacle 10.X &amp; Allied Applications")</b>
<b>Pre-Bid meeting date /Venue</b>	<b>09.02.2023 12:00 HRS</b> <b>Head Office</b> <b>Information Technology Department,</b> <b>2<sup>nd</sup> Floor , Plot No 151, Sector 44,</b> <b>Gurugram, Haryana, 122003</b>

<b>Last Date and Time for receipts of tender bids</b>	<b>20.02.2023 15:00 HRS</b>
<b>Opening of Eligibility &amp; Technical bids</b>	<b>20.02.2023 17:00 HRS</b>
<b>Opening of Commercial / Price Bid</b>	<b>Will be informed subsequently to technically Qualified bidders.</b>
<b>Address of Communication</b>	<b>Head Office Information Technology Department, Plot No 151, 2<sup>nd</sup> Floor, Sector 44, Gurugram, Haryana, 122003</b>
<b>Email address</b>	<a href="mailto:hoit.tenders@psb.co.in"><b>hoit.tenders@psb.co.in</b></a>
<b>Contact Telephone</b>	<b>1. Sh. Rahul Sinha (MGR), Mob: 97170370902. 2. Sh. Prahalad Ghasal (MGR), Mob: 9667129007 3. Sh. Partha Sarathi Das (SRM), Mob:9774044797 4. Sh. Gaurav K Yadav (AGM) , Mob: 9555813220</b>
<b>Bids to be submitted</b>	In person (hardcopy) <b>and</b> as well as electronically:  <b>PUNJAB AND SIND BANK, Head Office Information Technology Department, 2<sup>nd</sup> Floor, Plot No 151, Sector 44, Gurugram, Haryana, 122003</b>  Bid submitted by Courier will not be accepted.

**Note:** Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. 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 04:30 p.m. 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 after last date for receipts of bids.

## Part-I

### 1. Introduction

Punjab & Sind Bank (hereinafter referred to as 'PSB' or the 'Bank') is a major Public Sector bank in 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 814 ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 114 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. Objectives

Punjab & Sind Bank has initiated the process of up-gradation of Core Banking System from Finacle 7 to Finacle 10.X. Bank has decided to select bidder for End User Functional training on Finacle 10.X & Allied Applications to its employees.

### 3. Eligibility Criteria

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

Sl. No.	Criteria	Documents to be submitted
1	The bidder must be established and registered - Company/ Firm/ Trust/ University/ Educational Institute in India for last 5 years.	Relevant certificate (latest) for proof to be submitted with date and registration number.
2	The Bidder should have at least average annual turnover of Rs.10 Crores, during the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).	Copy of audited balance sheet of the financial years i.e. 2019-20, 2020-21 and 2021-22 should be submitted.
3	The Bidder should have positive net worth in last three financial years. (i.e. 2019-20, 2020-21 and 2021-22).	Copy of audited balance sheet of the financial years i.e., 2019-20, 2020-21 and 2021-22 should be submitted.  Certificate from Chartered Accountant stating Turnover and



		Profit/Loss, networth for last three financial years i.e. 2019-20, 2020-21 and 2021-22 should be submitted.
4	The bidder should have experience in conducting training programme on Finacle Core Banking modules (Finacle 10.2.X) for employees of at least one scheduled commercial Bank in India during last 3 years.	Relevant Documents such as Purchase Order/ Agreement/ Reference letter <b>and</b> completion certificate with name and contact details from respective banks is to be submitted as proof at the time of bid submission.
5	The bidder should have own/tie up/ leased training centres (minimum 05 centres) on PAN India basis with capacity to accommodate at least 4000 employees of the Bank in a span of 03 to 04 months with boarding & lodging facility. However, it is mandatory to have at least one training centre in each zone viz. East, West, North, South, and Central Part of the country at prominent locations which is having frequent and convenient public transportation facility & easy accessibility. Each proposed training centres should have adequate facilities to conduct training program at least 2 batches of 30-35 members each at a time.	The bidder should submit the proposed plan (details of training centres with training capacity & batch wise plan) as per <b>Annexure X</b> for training approximately 4000 employees in a span of 3-4 months at the time of bid submission. Bank's Zone wise employee count are enclosed as <b>Annexure AB</b> . In case of tie-up with partner, bidder has to disclose its training partner/tie up institute, location etc.
6	The bidder should have at least 15 faculties experienced in Finacle 10.2.x to complete the training assignment of approximately 4000 employees.  Faculties should have strong functional banking knowledge and possess minimum 2 years' experience as Finacle Core Banking 10.X Trainer	Relevant documents to be submitted as proof as per <b>Annexure C</b> . Biodata of faculties with contact details to be provided for proof of faculty experience.
7	The Bidder should have not been black listed at any time by the Central / State Governments/ PSUs/PSBs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs/PSBs, the name of the company or organization must have been removed	Duly Notarized undertaking signed by authorized signatory of the bidder as per the <b>Annexure H</b> is required to be submitted.

from the said list as on date of submission of the RFP, otherwise their eligibility for bidding will not be considered.	
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**Note:**

- 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 will not include small finance banks, payment banks, regional rural banks and cooperative banks.
- 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.
  - In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.

## **Part-II INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

### **1. Invitation for Bids**

Punjab & Sind Bank invites sealed tenders comprising of Eligibility-cum-Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for Conducting Functional training on Finacle 10.2.25. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to Punjab & Sind Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control 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. 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 Date of reverse Auction to bidder
6. Announcement of results, if any

#### **Instructions:**

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

Email: [psbsupport@c1india.com](mailto:psbsupport@c1india.com) Ph: 0124 302033/36/37

#### **Note:**

- Bank expects the interested Bidders to purchase the copy of the complete RFP document along with all Annexures & Appendices either through Bank's premises upon submission of Tender Document fees of INR 20,000 or through <https://psb.eproc.in> by

making a payment through NEFT/ RTGS. However, Bidder to note that complete list of Annexures & Appendices will be shared only upon Bank's validation on Bidder's payment. The mode of submission of Bid shall mandatorily be both- Online and Offline

### 3. 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 aspect will be at the Bidder's own risk and may result in rejection of the Bid and for which Punjab & Sind Bank shall not be held responsible.

### 4. Tender Document & Fee

The tender document is required to be downloaded from the Bank's official website <https://punjabandsindbank.co.in/>. The bidder is required to submit a non-refundable fee as mentioned in Key-Information by way of **NEFT only in favour of PUNJAB & SIND BANK A/c 15091100000216, IFSC : PSIB0021509, Branch : Sector 44, Gurgaon**, 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> .

### 5. Earnest Money Deposit

The Bidder shall furnish as part of the Technical Proposal of its Bid, either a Bid-Securing Declaration or an Earnest Money Deposit. Non-submission of Earnest Money Deposit/Bid Securing Letter as mentioned in Key-Information will lead to outright rejection of the offer. The EMD is to be submitted in the shape of Financial Bank Guarantee from any Scheduled Commercial Bank other than Punjab & Sind Bank valid for minimum 180 Days from the last date of Bid Submission. No interest will be payable on the Bid Security amount. EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 30 days on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
- b. If the Bidder 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; and / or
- c. In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in and/or
- d. In case of the successful Bidder, if the Bidder fails:
  - i. To honor submitted bid

- ii. To sign the contract in line with the terms of the RFP
- iii. To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.
- iv. To adhere to the below timelines, in case of non-adherence of the below timelines bank reserves the right to invoke the Bank Guarantee
- v. Submission of detailed commercial bill of material within 7 working days post completion of Reverse Auction as per format in Addendum 11
- vi. Submission PO acceptance – within 7 working days from date of PO issuance\*\* by bank
- vii. Contract signing – within 15 days of PO issuance

OR

**Bid Securing Declaration:** The Bidders shall submit a Bid Securing Declaration (as per Annexure) in a sealed envelope.

- a. In case the Bid Securing 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 Securing declaration will be executed, and bank will take action as per bank security declaration, if the bidder:
  - i. Fails to honor submitted bid; and/or
  - ii. If the Bidder withdraws 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 format as per Annexure; and/or
  - v. Fails to adhere to the below timelines
  - vi. Submission of detailed commercial bill of material within 7 working days post completion of Reverse Auction as per format in Addendum 11
  - vii. Submission PO acceptance – within 7 working days from date of PO issuance\*\* by bank
  - viii. Contract signing – within 15 days of PO issuance
- c. If the Bidder 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.
- d. In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in and/or

The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances. Also, additionally bidder to ensure submission of PBG within 15 days of PO issuance.

## 6. Rejection of the Bid

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids /Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Non-submission of Integrity pact or any other documents mentioned in the RFP shall be liable for rejection
- f. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- g. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

## 7. Pre Bid Meeting

The queries ( **as per format in annexure** ) for the Pre-bid Meeting should be reach by email on or before the date mentioned in the Bid Control Sheet by e-mail to [hoit.tenders@psb.co.in](mailto:hoit.tenders@psb.co.in). It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder will be published in Bank's site as an addendum to this RFP. The Pre-Bid Meeting date is mentioned in bid control sheet.

## 8. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank. In case of Bid security declaration appropriate legal action will be under taken.

## 9. Information Provided

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any

representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

### **10. For Respondent Only**

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

### **11. Confidentiality**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

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

### **12. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

### **13. Costs Borne by Respondents**

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

### **14. No Legal Relationship**

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

## **15. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

## **16. Acceptance of Terms**

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

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, bank shall appropriate the EMD/invoke the PBG of the successful bidder.

## **17. RFP Response**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected.

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

## **18. RFP Response Validity Period**

Bids shall remain valid for 180 (One Hundred eighty days) from the last date of bid submission prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period.

## **19. Notification**

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



## 20. Language of Bids

The bid, correspondence and supporting documents should be submitted in English.

## 21. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

In this regard, a valid Power of Attorney is to be submitted from the Bidder side indicating the authorized signatory.

A true copy of Board Resolution of the Company has to be submitted, indicating the name of the person to whom Power of Attorney has been provided to act as Authorized signatory.

## 22. Bid Price

Prices quoted by the Bidder shall be fixed. The Bid price should be quoted by the bidder as per format given in **Annexure – R** of the RFP.

The price should be inclusive of all taxes, duties, levies, charges, insurance, etc. except GST as applicable from time to time shall be paid separately. In case of any variation (upward or down ward) in GST quoted separately which has been included as part of the price bid, such variation will be borne by or passed on to the Bank.

Variation would also include the introduction of any new GST rates/tax/cess.

It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should be quoted at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such equipment/services may entail rejection of the Bidders proposal.

A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected forthwith. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive and binding on Bidders. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

## 23. Documents constituting the Bid

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- a. Tender offer Forwarding Letter (**Annexure – A**)-(To be included in eligibility bid)
- b. Compliance chart(**Annexure-O**)- (To be included in eligibility bid)
- c. General Details of Bidders(**Annexure – B**)- (To be included in eligibility bid)
- d. Board Resolution-(To be included in eligibility bid)
- e. Power of Attorney-(To be included in eligibility bid)
- f. Commercial Bid Format (**Annexure – R**) (To be included in Commercial Bid)
- g. Compliance to Eligibility Criteria (**Annexure – C**) - Along with all required documentary evidence. (To be included in eligibility bid)
- h. Performa for Performance Bank Guarantee (**Annexure – D**) (To be included in eligibility bid)
- i. Pre Contract Integrity Pact ( **Annexure – E**) (To be included in eligibility bid)
- j. Format of Pre-Bid Queries to be submitted by the Bidder(s) (**Annexure – F**) (To be included in eligibility bid)
- k. Format of Bank Guarantee i.e. Earnest Money Deposit (**Annexure – G**) (To be included in eligibility bid)
- l. Bid security declaration (**Annexure – Z**)
- m. Undertaking for Non-Blacklisting / Non-Debarment (**Annexure – H**) (To be included in eligibility bid)
- n. Undertaking for imparting training to Punjab & Sind Bank employees in dedicated Batches.
- o. Undertaking to abide by all By-Laws/Rules/Regulations (**Annexure – I**) (To be included in eligibility bid)
- p. Performa of letter to be given by the Bidder participating (**Annexure –L**) (To be included in eligibility bid)
- q. Infrastructure Integrity Statement (**Annexure –M**) (To be included in eligibility bid)
- r. Non- disclosure agreement format (**Annexure- N**) (To be included in eligibility bid)
- s. All other annexures to be submitted in respective bid documents deemed fit for.
- t. Declaration of Compliance (**Annexure- AA**)
- u. Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws(**Annexure- Y**)

The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in Annexure – Q) without the prices (please put 'XXX' mark wherever prices are quoted) along with other bid (in Technical Bid Envelope) documents for evaluation purpose. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

## PART-III

### 1.1 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.

Bids (hard-copy) will be opened in the presence of the Bidder(s) 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.

### 1.2 Evaluation Process of the Bids

The Evaluation will be a Three-stage process:

1. Eligibility Criteria Evaluation - (Mandatory to meet by each of the prospective bidders)
2. Technical Evaluation (For the bidders who have found eligible in Eligibility Criteria Evaluation)
3. 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.

#### 1.2.1 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 (EMD), 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.

### **1.2.2 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.

### **1.2.3 Technical evaluation**

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

- i. Compliance of Minimum eligibility criteria
- ii. Receipt of all/ complete documents/ information/ undertakings etc.
- iii. Compliance of technical specifications of the products quoted.
- iv. 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.

### **1.2.4 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.

Bank reserves the right to negotiate the price with the final successful L1 Bidder before awarding the contract.

### **1.2.5 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. Here, participation in reverse auction means at least submission of one bid in Reverse Auction Process. Only login for RA shall not be considered for Commercial Evaluation of the bid.

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

The Reverse Auction process will be conducted online through Bank's authorized e-Tendering Service Provider M/s C1 India Pvt. Ltd through website: <https://psb.eproc.in>

On conclusion of Reverse Auction, the Successful Bidder(L1) shall submit to the Bank the (itemised price) price breakup for the Reverse Auction amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 (three) working days from the date of the Reverse Auction, the Bank reserve the right to reject the L1 Bidder' s Bid and make procurement from L2 or L3 Bidder, who matches price with L1 Bidder. Price break-up shared by L1 Bidder has to match by L2 Bidder or L3 and so on. The procedure of reverse auction will be notified to the shortlisted Bidders separately. Documents of reverse auction (RA) will be provided to shortlisted Bidders before RA.

In case of any clarification/ queries regarding Reverse Auction Process, Bidders may reach out to:

Email: [psbsupport@c1india.com](mailto:psbsupport@c1india.com) Ph: 0124-4302033/36/37

Support mobile number: 9999432157 / 9953761136

### **1.2.6 Business Rules for Reverse Auctions:**

#### **Applicability**

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

1. 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-U: Compliance Statement- Reverse Auction”**.
2. Any bidder not willing to submit such an undertaking shall be disqualified and bid will be rejected.

### **1.2.7 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-U: Compliance Statement- Reverse Auction**.

### **1.2.8 Training to bidders:**

1. The Bank may facilitate training for participation in reverse auction either on its own or through the service provider for the reverse auction.
2. On request where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with reverse auction process.
3. 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.
4. Each bidder shall participate in the training at his / their own cost.
5. The venue, date, time etc. for training in reverse auction shall be advised at the appropriate time.

6. 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.

#### **1.2.9 Date/time of reverse auction**

1. 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.
2. 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'.

#### **1.2.10 Conduct of Reverse Auction**

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

#### **1.2.11 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.

#### **1.2.12 Masking of Names**

1. Names of bidders shall be masked in the Reverse Auction process and bidders will be given suitable dummy names.
2. 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.

#### **1.2.13 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 indicative commercial bids or lesser than the lowest TCO arrived at as evaluated by the Bank.

### **1.2.14 Decremental Bid Value**

1. 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.
2. 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.)

### **1.2.15 Reverse Auction Process**

1. 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.
2. 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.
3. The successful bidder shall be obliged to provide a commercial/ bid **(ANNEXURE-R)** at the last bid price at the close of auction.
4. 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.

On conclusion of Reverse Auction, the Successful Bidder(L1) shall submit to the Bank the (itemised price) price breakup for the Reverse Auction amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 (three) working days from the date of the Reverse Auction, the Bank reserve the right to reject the L1 Bidder's Bid and make procurement from L2 or L3 Bidder, who matches price with L1 Bidder.

Price break-up shared by L1 Bidder has to match by L2 Bidder or L3 and so on.  
The procedure of reverse auction will be notified to the shortlisted Bidders separately.  
Documents of reverse auction (RA) will be provided to shortlisted Bidders before RA.

### **1.2.16 Changes in Business Rules**

1. Any change in Business Rules as may become emergent and based on the experience gained may be made by the Bank.
2. Any/all changes made in Business Rules shall be uploaded in the Website of the Bank <https://punjabandsindbank.co.in/> immediately.
3. 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.

### **1.2.17 Don'ts applicable to the Bidders**

1. 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.
2. 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.
3. 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.

### **1.2.18 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.

### **1.3 Address for Submission of Bid and communication**

The bidder is required to submit the bids in **person (hardcopy) as well as electronically** as mentioned in the Key-Information. Along with electronic bids, bids required to be submitted offline as mentioned in the Part II ,section 23 (Submission of bids). Offers should be addressed to the following office at the address given below:

**Assistant General Manager  
Punjab & Sind Bank  
Head office Information Technology Department  
2<sup>nd</sup> Floor, Plot No. 151, Sector 44,  
Gurugram 122003**

**Bid submitted by Courier will not be accepted.**

### **1.4 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.

### **1.5 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 Purchase Order. 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.

### **1.6 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.

### **1.7 Soft copy of tender document**

The soft copy of the tender document will be made available on the Bank's website <https://punjabandsindbank.co.in/> , <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.

### 1.8 Bid validity period

Bids shall remain valid for 180 ( One Hundred Eighty ) 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 180 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.

### 1.9 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](mailto: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- F (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.

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

#### **Online Link for Pre Bid meeting:**

Pre Bid Meeting for RFP/HOIT/RFP/153/2020-21 hosted by HO IT ,Gurgaon

#### **Meeting Link:**

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

### 1.10 Award Criteria

The contract will be awarded to L1 and L2 in the ratio 60:40 provided that L2 matches the item-wise rate quoted by L1, in case L2 fails to/refuse to match the L1 cost, Bank will approach L3 to match the L1 cost and so on. The Bank reserves the right to vary the trainee ratio at its sole discretion. In case of failure of L2/L3/L4 and so on to match the L1 price Bank reserves the right to award the full contract to L1 Bidder.

Bank also reserves the rights to award the contract to other Bidder(s) / alternate Bidder(s) matching the items-wise rates with L1 Bidder in case of any selected Bidder(s) fails to fulfil the commitment, by shifting the commercial bid ranking.

### **1.11 Award of contract**

Following evaluation, a contract may be awarded to the bidder(s) 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(s) should therefore be notified promptly to the Deputy General Manager (IT) at the address given in this RFP.

### **1.12 Contract Period**

The selected bidder need to execute a Service Level Agreement (SLA) with Punjab & Sind Bank covering all terms and conditions of this RFP within 15 days of the issue of Purchase Order. SLA will cover performance and availability of the training infrastructures. The contract period will be for a period of 1 years from the date of Agreement. Any offer falling short of the contract validity period is liable for rejection.

The draft format of SLAs will be provided after Purchase Order with the successful bidder.

### **1.13 Signing of contract**

The successful bidder(s) shall be required to enter into a contract with the Bank within fifteen (15) days of the award of the work or within such extended period, as may be specified by Bank. This contract shall be based on this RFP document (read with addendums/ Corrigendum/Clarifications), 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 – IV Scope of Work

### 1. Broad Scope of Work

The scope of project is to conduct training program on Finacle version 10.X for employees of the Bank through dedicated batches across India. The program shall run concurrently across locations. Finacle 10.X expert trainers, Training locations/venue/campus, training infrastructure, lodging & boarding are to be provided by the qualified Agency/Institution only.

The detailed scope of this project shall include, but not limited to:

1. Conduct Finacle version 10.X & allied applications functional training to approximately 4000 employees of the Bank in a span of 03-04 months. The number of employees for training may vary (+ 50 %) of the above quoted numbers. In case of variation in numbers of participants, total duration of the project may reset proportionally.
2. The duration of each training programme will be from Monday to Saturday (6 days) covering entire gamut of Finacle version 10.X modules & features including Bank specific customizations and Allied applications. Each batch of training programme will consist of maximum 30-35 candidates.
3. The training should run in dispersed manner considering the number of employees posted at different part of the country.
4. Training syllabus on Bank's product & services will be shared by the Bank. Selected bidder(s) should conduct training based on the syllabus and maintain standardization in content and delivery across all training centres/campus. Necessary printouts (not exceeding 100 pages per candidate) of documents (Soft Copy) shared by the Bank should be printed & distributed to trainees before commencement of training of each batch by the bidder(s). Any change in syllabus will be communicated to the selected bidder(s) 15 days prior to commencement of the training.
5. The training programme will be residential and selected bidder(s) should have adequate number of own/leased training centers / campus with lodging & boarding facilities with AC rooms for stay during the training. Details of identified training centers along with training capacity in each center should be mentioned during bid submission. Training/ accommodation / boarding facilities in Lodge/ Dormitories/ function halls will not be permitted. Bidder(s) shall make provision of additional PCs to avoid interruption in training programme in case some PCs malfunction.
6. The training as well as residential and boarding facilities should be in same campus or within a short distance (not exceeding 5 km ). Necessary pickup & drop facility should be arranged by the selected bidder(s) at no extra cost.

7. The bidder(s) should provide trainers having thorough knowledge of Finacle version 10.2.25 for this training assignment. Identified trainers may be interviewed by Bank through video conferencing or in-person. Bio data of trainers is to be shared with Bank.
8. Bank will provide required training to these trainers before the commencement of training at bidder(s)s premises at Delhi NCR for 03 to 06 days at no extra cost to the Bank.
9. The bank at any time of the duration of the contract may ask to change any trainer or SPOC.
10. Training will be scheduled from Monday to Saturday for each batch. Training will even continue as per schedule even during Public or Banking holidays.
11. The bank may also ask to run some special batches of 3 days which will have shorter/modified syllabus.
12. At any point of time, the selected bidder(s) should not subcontract the entire training assignment to third party or any external agencies. In case the selected bidder(s) is assigning part of training to sub-contracted, same to be disclosed with tech. bid and change of the same will not be allowed without bank's written consent.
13. The selected bidder(s) should appoint dedicated single point of contact (SPOC) at each training center and share their contact details along with escalation matrix (equivalent to the rank of Director) with the Bank. Daily updates/feedback on the training programme to be shared with the Bank by the SPOC through email to the Bank's designated officials or any other authority as decided.
14. The bidder(s)s should submit relevant documentary proof of own premises and agreement/contract copy of tie-up or lease arrangements at least valid till 30.09.2023 of proposed training centres along with the bid submission.
15. Network connectivity required to connect to Bank's training infrastructure will be provided by Punjab & Sind Bank at Bank's cost(including router ).All the PCs provided by successful bidder should have latest patch and updated version antivirus , any support required at PC level has to be provided by successful bidder. Further, all the computers provided at the training centres should have only licensed software. No drives (pendrives/external drives) should be accessible for the PCs provided for training.
16. The training centre should have LAN connectivity. There should not be any other LAN / WAN / Internet Connection to these network systems.
17. IP address of PCs will be provided by Bank's Network Team and this IP will be used for communicating with Bank's DC without any natting etc. , NO other IP will be entertained and LAN support has to be provided by the technical team at the bidder's level.

18. Selected bidder(s) should make necessary arrangements for smooth conduct of the training program on receipt of purchase order. Training program should commence within 15 days or as per the schedule provided by Punjab and Sind Bank.

19. Selected bidder(s) is expected to provide information in terms of number of users to be trained at each location to enable the bank to subscribe the required network Bandwidth.

20. Backup provision (Power backup & Technical support) for smooth and uninterrupted training sessions should be made available at all the training centres by the selected bidder(s).

21. The training sessions should be delivered in English, Hindi or both languages as the case may be across the country. There should be facility of conducting EXIT TEST at completion of training of each batch. Also, feedback sheet should be submitted to the bank on completion of training of each batch.

22. Selected bidder(s) should ensure amenities such as drinking water in classrooms and hostel rooms, changing bed sheets, bath towels once in two days, covered dust bins, daily cleaning of rooms & bath rooms (Hot/Cold water facility), mosquito repellents, First Aid Box etc are available.

23. As a part of undertaking this training assignment, it will be the responsibility of the bidder(s) to provide the following in the location(s) where the training will be imparted.

- Writing materials/pads/pen, reading material and hand-outs should be made available as per requirement of trainee before the commencement of the programs and in between.
- Good ambience of training classroom (including Air-conditioned facility) and Residential facility (AC room) with twin sharing.
- Boarding facility with morning tea/coffee, breakfast, lunch, snacks/tea during the breaks, evening snacks and tea/coffee and dinner as per the annexure.
- PCs compatible to run Finacle version 10.X, Projector screens, Audio Visual systems in each class room.
- Each trainee should be provided separate PC for training purpose during the program.
- Bank may depute observer at each training centres/campus as a SPOC to monitor day to day training activities. Necessary boarding & lodging facility for Bank's observer should be arranged by the selected bidder(s).
- Necessary arrangements for training formalities such as Candidate's identity verification/registration, training nomination letter etc. should be done by the

selected bidder(s) in co-ordination with the Bank. However, if any issue arises, the Bank's observer (Bank staff) or delegated authority may be consulted for further clarification.

- Daily classroom attendance should be taken and counter signed by program coordinator/ SPOC/ faculty present.
- - Facilities such as separate PC with internet connection/printer, for sending receiving mails, taking print outs, photocopies, stationery etc. should be provided by the successful bidder(s) to deputed bank observer at each training centre/campus for smooth overseeing/conduct of the training programme.

24. Senior staff of the Bank may visit the training centres to interact with the candidates during the training programme. However, details of such visits, if any, will be intimated to the selected bidder(s) in advance.

25. Bank may record any training programme for quality assessment and future reference.

26. Softcopy of study material of the trained modules should be provided to the trainees /Bank.

27. Group photos of the trainees in batches to be arranged and soft copy of the photo to be delivered to trainees and a copy to the Bank.

28. Issuance of training certificate to each participant on completion of training.

29. The day-to-day sessions are to be completed on the same day as per the Time Table. In case of any disruptions like power failure, connectivity issues, day's sessions to be completed by extending beyond the regular timings.

30. Feedback should be obtained from the candidates of each batch in the feedback form/ through Bank's online feedback system shared by the bank on completion of training program.

31. A System engineer must be available at each training centre to attend system/network issues to avoid down time.

32. Adequate Training/support staff at each training centre should be arranged by the selected bidder(s).

33. COVID related government guidelines should be strictly complied with.

34. Bank will prefer following locations to cover the end users on pan India based on concentration of Branches:

Region	Location
Punjab	Amritsar, Faridkot, Chandigarh, Patiala, Jalandhar
North	Delhi NCR, Lucknow
East	Kolkata,
South	Chennai/ Hyderabad/ Bengaluru
West & Central	Raipur/ Bhopal, Mumbai/ Pune

The bidder should submit the proposed plan (details of training centres with training capacity & batch wise plan) as per **Annexure X** for training approximately 4000 employees in a span of 3-4 months at the time of bid submission. Bank's Zone wise employee count are enclosed as **Annexure AB**.

In case of tie-up with partner, bidder has to disclose its training partner/tie up institute, location etc. Bank may at its discretion may ask for modification in the number of locations/training centers and plan etc.

35. Bidder(s) will also have to provide cost of total training with and without boarding in the Bill of material. Bank at its discretion may conduct some batches where (for some candidates) boarding will not be required. In such cases, cost of boarding will not be paid by the Bank (for that particular candidate). Information of such batches/candidates will be made available to the bidder(s) 7 days prior to the commencement of such batches. Such batches/candidates shall be provided breakfast, break time tea, lunch and evening snacks.

## 2. Facilities To Be Provided At Hostel:

1. The candidates have to be provided single or double occupancy with AC facility. In case of double occupancy separate cot/bed is to be provided.
2. There should be separate accommodation arrangement for male and female candidates.
3. The kitchen facility and food provided should be in hygienic condition.
4. There should be an attendant doctor/Medical care / tie-up medical arrangement within each campus, for male and female candidates separately for immediate medical attention.



5. Adequate power backup should be available to meet the needs of the classroom/lodging/boarding.
6. The hostel facilities should also have adequate security for the safety of the trainees.
7. Adequate support staff at each hostel/campus should be provided by the bidder(s).
8. Above facilities are not exhaustive. The bidder(s) should make all necessary arrangements to take care of comfort level of all the participants to their satisfaction.

### **3. Food Menu :**

The selected bidder(s) shall provide food and beverages to the Trainees as per the menu attached **(Annexure P)**.

### **4. Resources**

The selected bidder(s) is expected to provide suitable training environment and appropriate number of faculty and other resources at various centers to complete the training as per timeline fixed by the Bank.

### **5. Price Composition**

1. The price quoted should be inclusive of all deliverables, boarding, food, hostel charges, complete faculty support, use of computer labs, use of class rooms, internet, library, recreational, medical care facilities in the campus, etc, for conducting training on Finacle Version 10.2.25 to employees of the Bank.
2. TCO (total Cost of Ownership) is for conducting Finacle version 10.X & Allied Applications training assignment for 4000 trainees within a period of four months.
3. Bank will not pay any other charges for conducting training programme. All such costs, if any, should be absorbed in the TCO.
4. The prices should be fixed and not dependent on any variable factors. The prices should be expressed in Indian Rupees.
5. The Total cost should be exclusive of all applicable taxes and duties, GST (SGST, CGST & IGST). GST will be payable in actual on the date of invoicing.
6. The bidder(s) should consider one prefix and one suffix day for arrival and departure of the trainees.
7. If the cost for any line item is indicated as zero/nil/blank, if any, then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

8. Bidder(s) will be entirely responsible for all applicable taxes, in connection with conducting training.
9. The Bidder(s) shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
10. Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the Bidder(s). The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder(s) from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder(s) in respect of this Contract.

11. Arithmetical errors will be rectified on the following basis:

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

b) If there is a discrepancy between words and figures, the amount in words will prevail.

c) If the bidder(s) does not accept the error-correction, its bid will be rejected, and its bid security i.e. bid security/Earnest Money Deposit (EMD) will be forfeited

## **6. Ownership and Retention of Documents**

1. All information processed, stored, or transmitted by successful Bidder(s) belongs to the Bank. By having the responsibility to maintain the application, the Bidder(s) does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder(s) understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be protected by the successful Bidder(s) from unauthorized disclosure, modification or access. The Bank's decision will be final.

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

3. The successful Bidder(s) shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder(s) or existing at any of the Bank location. The Bidder(s) will have 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.

## 7. SYLLABUS (Indicative)

SL No	ITEMs	Description
1	Introduction	Introduction to Finacle 10.X
2	CIF ( Customer Information File)/CRM	Customer Master Creation & Maintenance, Account management, FATCA,PAN/Aadhaar Validation, KYC
3	CASA	Opening of Saving & Current Accounts.
4	Deposit Maintenance (Liabilities)	Opening of Term Deposit, Recurring Deposits , TDS,PPF, Utility bill payments, safe deposit lockers , Signature verification and Transaction Maintenance.
5	Loan Maintenance (Assets)	Loan, Cash Credit, Over Draft , Transaction Maintenance, NPA management
6	Payment Systems / Remittances	NEFT/RTGS/SFMS/ABPS/IMPS/Demand Draft/ CTS/NACH/MMS/e-Mandate Clearing Modules
7	Trade Finance (at selected centre)	Letter of Credit Bills (Inland, Foreign) Bank Guarantee, SWIFT/SFMS Forward Contract, Packing Credit Inward & Outward Remittances.
8	ADC	All aspects of ADC channels like MBanking, E- banking, ATM, Prepaid/ Debit card issuance,UPI, BHIM, Aadhaar, FI, Bharat QR.
9	Other applications	AML, e-TDS, Other app
10	Day End	Process at Branch level
11	Reports	Reports Module
12	Document Management system	
13	GST	
14	Government Business module	

The Syllabus mentioned above is indicative in nature. Bank may add/substract training courses as per the requirement pertaining to Finacle 10.

## Part-V

### 1. Order details

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

### 2. Compliance with all Applicable Laws

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

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. (Proof of compliance and labour license needs to be submitted along with the quotation).

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

### 3. Solicitation of employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

### 4. Performance Bank Guarantee

The Selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee, format as per **Annexure – D**, issued by any scheduled commercial bank (other than Punjab & Sind Bank) equivalent to 3% of the project cost valid for 12 months with additional claim period of 03 months. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of 3% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

## 5. Payment Terms

The terms of payment will be as follows:

- a. Payments, towards the Training services as defined in the scope of work/Training will be released within 30 days from the receipt of monthly invoice raised by the Bidder. The invoice should contain attendance sheet duly signed by the candidates.
- b. Payment will be made on actual number of participant attended the training and actual number of days participant attended the training.
- c. The bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied.
- d. Penalties for not meeting the services criteria during stipulated time will be as per defined penalty/SLA, on account of non-compliance of Service Requirements shall be deducted from the invoice value.
- e. All the payments to the bidder shall be subject to the report of satisfactory accomplishment by the Bank.
- f. No advance payment will be made by the Bank.
- g. TDS on payments will be deducted as applicable.
- h. All the payments will be made to bidder electronically in Indian Rupees only.
- i. No penalty /Interest will be paid for the delayed payment.

## 6. Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by Head Office IT Department, Gurgaon. The bidder has to submit all the necessary certificates and documents related to training program conducted satisfactorily. GST rules will apply.

## 7. Delay in Adhering to the Project Timelines/SLA/Penalty

The bidder must strictly adhere to the time schedule in line with the Contract executed between the bank and the bidder, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the bank.

- Penalty
- Termination of the agreement fully or partly

a. The bidder should train at least 1200 trainees per month at various training centers across India. If there is any delay from this schedule/less than 1200 of total trainees per month, then Bank will recover a penalty of Rs.5,000/- per candidate from the bidder for the shortfall in achieving the target for the first month. Further, penalty will be recovered at the rate of Rs.7500/- and Rs.10,000/- per person for second and third month respectively subject to a maximum penalty of 10% of the total project cost. However, in case of any delay due to Bank, penalty will not be levied on the bidder for that month.

b. As mentioned under scope of work, details of identified training centers at each zone along with training capacity should be mentioned during bid submission. In case the bidder fails to conduct/ discontinue the training assignment in any one or more identified centers, then penalty of 5% of total project cost will be charged for each discontinued training center.

c. The Bank also reserves right to claim damages for improper or incomplete execution of the assignment. In case the order / contract is cancelled as per clause no. 16 and 24 of Part-V, the Performance security amount submitted by the bidder will be forfeited/invoked. Any deviations from the norms would be treated as breach of the contract by the bidder and will be dealt with accordingly.

## **8. Penalties & Service Level Agreement**

Bank expects that the Bidder shall be bound by the Service Levels described in this document.

The Bidder shall have to enter into "Service Levels Agreement" with Bank covering all terms and conditions of this tender while providing the training support and onsite support. During the training programme, the services should be available on 24x7 basis and hence any issue should be resolved immediately.

Bidder is expected to response and resolve issue within prescribed time frame based on the severity description decided by bank mentioned above and needs to strictly adhere to Service Level Agreement (SLA).

The SLA will be reviewed on a monthly basis. Penalties will be applicable as per the training qualities.

## **9. Adherence of Cyber Security Policy**

Successful Bidder should adhere to Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Regulatory Authority (RBI, Gol etc.) as and when sought.

Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

## 10. Liquidated Damage

If Successful bidder fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. For calculation of LD,

- A . The contract price for calculation of LD is TCO.
- B. The overall LD during implementation will be to a maximum of 10% of the contract value.
- C. LD for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 0.5% of Contract value per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% during implementation, Bank may consider termination of the contract or purchase order.
- D. Part of week will be considered as full week.



- E. Bank can deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. However, Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.
- F. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract / Agreement / Purchase Order.
- G. Liquidated Damages is not applicable for the reasons attributable to the Bank and Force Majeure.

## **11. 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 may be 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,
- Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, 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. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality shall survive termination of the SLA.

## **12. Service Level Agreement/Contract**

The selected bidder will be required to sign the Service Level Agreement with the Bank within 15 days of the issue of the Purchase Order.

The draft format of SLA/Contract will be provided after the Purchase Order (PO) with the successful bidder.

### **13. 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.

### **14. Order Cancellation/Termination**

PUNJAB & SIND BANK reserves the right to cancel the work/purchase order or terminate the Contract by giving 1 (one) months' prior notice in writing to the selected Vendor and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected vendor commits a breach of any of the terms and conditions of the related RFP or this SLA/Contract.
- b) Delay in completing commissioning / implementation and other checks beyond the specified periods.
- c) The selected vendor goes into liquidation, voluntarily or otherwise.
- d) The selected vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- e) The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/ SLA/Contract and the extension, if any allowed.
- f) Deductions on account of liquidated damages/penalty exceed more than 10% of the total work order.
- g) In case the selected vendor fails to deliver the resources as stipulated in the delivery schedule, PUNJAB & SIND BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected vendor.

After award of the contract, if the selected vendor does not perform satisfactorily or delays execution of the contract, PUNJAB & 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 vendor is bound to make good the additional expenditure, which PUNJAB & SIND BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.

PUNJAB & SIND BANK reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the 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.

## 15. Indemnity

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- an act or omission of the selected vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- breach of any of the terms of this RFP or breach of any representation or warranty by the selected vendor,
- use of the deliverables and or services provided by the selected vendor,
- Infringement of any patent, trademarks copyrights etc. Or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

Selected Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- i. the Bank notify the vendor in writing immediately on becoming aware of such claim,
- ii. the Vendor has sole control of defense and all related settlement negotiations,
- iii. the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- i. Any loss of profits, revenue, contracts, or anticipated savings or
- ii. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

## **16. 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.

## **17. 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.

## **18. Right to Alter Quantities**

The Bank reserves the right to alter the number of trainees/employees for training specified in the tender in the event of changes in plans of the Bank. Any decision of PUNJAB & SIND BANK in this regard shall be final, conclusive and binding on the bidder. The bank reserves the right to place order for additional trainees/employees at the agreed price during the contract period with the same terms and conditions. Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).

## **19. Guarantees**

Selected bidder should guarantee that all the material as deemed suitable for the scope as defined under this document, are licensed and legal. All software, hardware, licenses and training infrastructure must be supplied with their original and complete printed documentation.

## **20. Preliminary Scrutiny**

PUNJAB & SIND BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

PUNJAB & SIND BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and PUNJAB & SIND BANK reserves the right for such waivers.

## **21. Dispute Resolution Mechanism**

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

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- The matter will be referred for negotiation between Punjab & Sind Bank (General Manager, IT) and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 30 days.

In case any dispute between the Parties is not settled 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.

Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in New Delhi and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof. The award will be recorded in writing, along with the reasons therefor and shall be final and binding on the the parties. The Parties shall equally share the costs of the arbitrators' fees.

The "Arbitration Notice" should 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 selected vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **22.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 Purchase Order within 7 days of issuance and furnish the Performance Guarantee within 15 days of issuance of Purchase Order;
- Delay in offering;
- Delay in implementation of the project beyond the specified period;
- Delay in completing the project beyond the specified periods;
- Serious discrepancy in project noticed during the training period;
- 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 modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

## **23. 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 values 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 a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid

prices at artificial non-competitive levels and to deprive the Bank of the benefits 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.

The Bank reserves the right to terminate the SLA and/or declare a firm ineligible, either indefinitely or for a stated period of time, if it is found that the vendor was itself engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 24. Termination

The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving Thirty (30) days prior written notice to the selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice i.e. within the cure period of 30 days.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.
- Delay in completing the training project beyond the specified periods
- The selected vendor goes into liquidation, voluntarily or otherwise
- The selected vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- An attachment is levied or continues to be levied for a period of seven days on the vendor
- The selected vendor fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed

- Deductions on account of liquidated damages/penalty exceed more than 10% of the total work order.
- In case the selected vendor fails to deliver the resources as stipulated in the delivery schedule, PUNJAB & SIND BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected vendor.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], PUNJAB & 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 selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that 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.

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

### **1.1 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.

### **1.2 Termination for Default**

Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part.

### **1.3 Termination for Convenience**

The Bank, by written notice sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience.



## 25. Effect of Termination

- a) In the event of termination of the SLA due to any cause whatsoever, [whether consequent to the expiry of stipulated terms of the Contract or otherwise], 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 selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that 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.
- b) In the event that the termination of the SLA is due to the expiry of the term of the SLA, a decision not to grant any (further) extension by Bank, the vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the services(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the SLA that are expressly or by implication intended to come into or continue in force on or after such termination.

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

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 transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/ purchase order should be applicable for reverse transition services.

The selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the selected bidder's services after the completion of this contract/ purchase order then the selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain fixed.

The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

## **26. 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).

The services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. Also, it should not violate any of the provisions of the IT act in anyway or any other legal provisions relating to such products or services in India.

## **27. Adoption Of Integrity Pact**

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-E**.

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.

The following Independent External Monitors (IEMs) have been appointed by Punjab & Sind Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact:

1. Sh. Asha Ram Sihag	2. Sh. Aditya Prakash Mishra
Email ID: arsihag@gmail.com	Email ID: apmishra53@gmail.com
Mobile No: 9911558502	Mob No. 9560625666

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

## **28. Non-Disclosure Agreement**

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non- Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

That the bidder will strictly maintain the secrecy of Bank's data

### **29. Issue Of Addendum/ Corrigendum :**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an Addendum/ Corrigendum.

Any such corrigendum shall be deemed to be incorporated into this RFP

### **30. Compliance to Government Circular:**

The bidder must ensure compliance to Government of Circular no P -45021/2/2017-PP (BE -II) dated 04.06.2020 regarding "Public procurement (preference to Make in India)", Order 2017 – revision and any subsequent notification in this regard.

**(Tender offer forwarding letter)**

**Tender Ref. No.: PSB/HOIT/RFP/\_\_\_/2022-2023**

**Date: \_\_\_\_\_**

**To,  
Punjab & Sind Bank  
Second Floor, Head Office IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

Dear Sir,

**Sub: RFP for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications vide RFP Ref No. PSB/HOIT/RFP/\_\_\_/2022-2023 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, the undersigned, hereby enclose our offer for "Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications" mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to Conducting Functional training on Finacle 10.X to Employees of Punjab & Sind Bank as per your purchase orders.

In the event of our selection by the Bank for Conducting Functional training on Finacle 10.X to Employees of PUNJAB & SIND Bank, we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost to be valid for a period of **1 year (plus 3 months of claim period)** in favour of **PUNJAB & SIND BANK** effective from the month of execution of Service Level Agreement.

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of 180 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 enclose the following:

1. Tender Fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_. Vide UTR No/Txn Id \_\_\_\_\_.

2. BG No \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_ as EMD.

Dated this \_\_ day of \_\_\_\_ 2023

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

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

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

**General Details of the Bidder**

**A. Profile of Bidder**

1. Name of bidder:
2. Location:  
Regd. Office:  
Controlling Office:
3. Constitution:
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker /s:
7. Name and details (designation and Phone no.) of Authorised Signatory:

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

	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
<b>Profit After Tax</b>			
<b>Net Worth</b>			
<b>Turnover</b>			

**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 the field of Conducting Functional training on Finacle 10.X**

<b>PSU Organization/BFSI</b>		
<b>Name of Organization</b>	<b>Period</b>	
	<b>From</b>	<b>To</b>

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

**Signature of Bidder:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_

**Place:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Eligibility Criteria Compliance**

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>(Proof of documents required / must be submitted)</b>	<b>Compliance (Y/N)</b>
<b>1</b>	The bidder must be established and registered - Company/ Firm/ Trust/ University/ Educational Institute in India for last 3 years.	Relevant certificate (latest) for proof to be submitted.	
<b>2</b>	The Bidder should have atleast average annual turnover of Rs.10 Crores, during the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).	Copy of audited balance sheet of the financial years i.e. 2019-20, 2020-21 and 2021-22 should be submitted.	
<b>3</b>	The Bidder should have positive net worth in last three financial years. (i.e. 2019-20, 2020-21 and 2021-22).	Copy of audited balance sheet of the financial years i.e., 2019-20, 2020-21 and 2021-22 should be submitted.  Certificate from Chartered Accountant stating Turnover and Profit/Loss, networth for last three financial years i.e. 2019-20, 2020-21 and 2021-22 should be submitted.	
<b>4</b>	The bidder should have experience in conducting training programme on Finacle Core Banking modules (Finacle 10.X) for employees of at least one scheduled commercial Bank in India during last 5 years.	Relevant Documents such as Purchase Order/ Agreement/ Reference letter  and  completion certificate with name and contact details from respective banks is to be submitted as proof at the time of bid submission.	



5	<p>The bidder should have own/tie up/ leased training centres (minimum 05 centres) on PAN India basis with capacity to accommodate at least 4000 employees of the Bank in a span of 03 months with boarding &amp; lodging facility. However, it is mandatory to have at least one training centre in each zone viz. East, West, North, South, and Central Part of the country at prominent locations which is having frequent and convenient public transportation facility &amp; easy accessibility. Each proposed training centres should have adequate facilities to conduct training program at least 2 batches of 30-35 members each at a time.</p>	<p>The bidder should submit the proposed plan (details of training centres with training capacity &amp; batch wise plan) as per <b>Annexure X</b> for training approximately 4000 employees in a span of 3-4 months at the time of bid submission. Bank's Zone wise employee count are enclosed as <b>Annexure AB</b>.</p> <p>In case of tie-up with partner, bidder has to disclose its training partner/tie up institute, location etc.</p>	
6	<p>The bidder should have at least 15 faculties experienced in Finacle 10.X to complete the training assignment of approximately 4000 employees.</p> <p>Faculties should have strong functional banking knowledge and possess minimum 2 years' experience as Finacle Core Banking 10.X Trainer</p>	<p>Relevant documents to be submitted as proof as per <b>Annexure C</b>. Biodata of faculties with contact details to be provided for proof of faculty experience.</p>	
7	<p>The Bidder should have not been black listed at any time by the Central / State Governments/ PSUs/PSBs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs/PSBs, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise their eligibility for bidding will not be considered.</p>	<p>Duly Notarized undertaking signed by authorized signatory of the bidder as per the Annexure L is required to be submitted.</p>	

**Performance Bank Guarantee Format**  
**(On Non Judicial Stamp paper of requisite value)**

Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Period

Account

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 "Selection of Vendor for End User Functional Training  
of Finacle 10.x & Allied Applications" 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 / Systems and other required applications, more particularly  
described in the Schedule/Annexure to the said documents (hereinafter collectively referred

to as "the Services"), 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) being the 3% of the total Contract value

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 agree 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 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
- (d) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
- (e) any change in the constitution of Bank / Vendor; or
- (f) any change in the setup of the Guarantor which may be by way of change in the constitution,
- (g) 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 12 months (Contract period) + 3 months Claim Period from the date of signing the contract.

(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

(a) Our liability under this Bank Guarantee shall not exceed Rs .....(Rupees ..... only)

(b) This Bank Guarantee shall be valid up to.....

(c) 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 AND DELIVERED BY

the within named Guarantor,

by the hand of Shri. , its authorized official.

**INTEGRITY PACT**

**(Of requisite value as per stamp duty payable at place of execution)  
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, regulations, economic use of resources and of fairness | transparency in its relations with its Bidder(s) and I or Contractor(s).

In order to achieve these goals, the Principal has appointed Sh. A.P. Mishra and Sh. Asha Ram Sihag 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.
  - 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) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.



- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all 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. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-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)  
Bidder / Contractor)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of

(Office Seal)

Place-----

-----  
Date

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

**(To be submitted in document file format)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person: Email

Id of the Contact Person:

<b>Sl. No.</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Original RFP Clause</b>	<b>Subject/Description</b>	<b>Query sought/Suggestions of the Bidder</b>

**Format of Bank Guarantee (EMD)**

BANK GUARANTEE (BG) FOR EARNEST MONEY DEPOSIT (EMD)  
(ON A NON-JUDICIAL STAMP PAPER OF RS. 100.00)

Guarantee for Payment of Earnest Money/Security Deposit Bank Guarantee no.:

Date:  
Period of Bank Guarantee:  
Amount of Bank Guarantee: Rs.

To,  
Punjab & Sind Bank  
Second Floor  
Head Office IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003

WHEREAS\_\_(hereinafter called “the Bidder”) has submitted its bid dated\_(date of submission of bid) for “Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications” response to Punjab & Sind Bank’s Request for Proposal (RFP) No. PSB/HOIT/RFP/\_\_\_/2022-2023 (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE\_(name of bank) having our registered office at \_\_\_\_\_(address of bank) (hereinafter called “the Bank”) are bound into Punjab & Sind Bank (hereinafter called “the Beneficiary”) in the sum of Rs. \_\_\_/- (Rupees\_Only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this \_\_\_ day of \_20\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Beneficiary and the bidder during the period of bid validity:
  - a) fails or refuses to execute the Contract Form if required; or
  - b) fails or refuses to perform, in accordance with the Terms and Conditions of the RFP or Contract; or

- c) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the RFP or Contract.

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 days after the period of the bid validity i.e. up to \_\_\_ (mention date of expiry which should be a minimum of bid validity = 60 days), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

- a) this guarantee shall be valid only up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. (Rupees \_\_\_\_\_ only)
- c) 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) at (address to be mentioned)

Place:

SEAL

Code No.

SIGNATURE.

NOTE: BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG.

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

**To,  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

Dear Sir(s),

**Sub: Request for Proposal (RFP) for "Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications" vide "RFP Ref No: PSB/HOIT/RFP/\_\_\_/2022-2023 Dated \_\_/\_\_/\_\_\_\_"**

- a. We M/s \_\_\_\_\_, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil 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.
- f. (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)**

**Undertaking to abide by all By-Laws / Rules / Regulations**

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

**To,  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

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

In consideration of Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Registered Office at 21, Rajendra Place, New Delhi 110008 (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 for Selection of Vendor for**

**End User Functional Training of Finacle 10.x & Allied Applications with RFP REF NO: PSB/HOIT/RFP/\_\_\_/2022-2023 Dated \_\_\_/\_\_\_/\_\_\_** including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, 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)]**



**Undertaking by the bidder**

**To,  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

Dear Sir,

**Sub: RFP for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications vide(RFP Ref. No PSB/HOIT/RFP/\_\_\_/2022-2023 Dated \_\_/\_\_/\_\_\_)**

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Purchase Order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking Letter to the Bank on the Vendor's Letterhead**

**To,  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

Dear Sir,

**Sub: RFP for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications vide(RFP Ref. No PSB/HOIT/RFP/\_\_\_/2022-2023 Dated \_\_/\_\_/\_\_\_)**

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:

**Performa of letter to be given by the Bidder participating in the Bank RFP : "Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications" vide (RFP Ref. No PSB/HOIT/RFP/\_\_\_/2022-2023 Dated \_\_\_/\_\_\_/\_\_\_) on their official letterheads.**

**To,  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

Dear Sir,

**Sub: RFP for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications vide(RFP Ref. No PSB/HOIT/RFP/\_\_\_/2022-2023 Dated \_\_\_/\_\_\_/\_\_\_)**

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:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby confirm that we are agreeable to provide services as per SLA for a period of 1 year, extendable by another 3 months on the basis of performance. All the Annexures with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

The bid submitted herein shall be valid for a period of 180 days from the date of RFP response submission process closes

Yours faithfully,

Authorized Signatory:

Designation:

Bidder's corporate name:

**Infrastructure Integrity Statement**

*(On Letter Head)*

RFP Reference No: PSB/HOIT/RFP/\_\_\_\_\_/2022-2023

Date:

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

Ref: - RFP for “Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications”

Dear Sir,

We assure you the applications being implemented as part of Scope of Work of the RFP are free of any obvious bugs, malware and free of any covert channels in the code (of the version of the application being delivered).

(Signature)  
(Name of Authorized Signatory)  
(Designation)  
(Date)  
Place:  
(Name and address)  
(Company Seal)

**NON-DISCLOSURE AGREEMENT**

**(To be executed on stamp paper of requisite value)**

This Non-Disclosure Agreement made and entered into at..... This.....day  
of.....20

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 for "Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications".
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. 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.



9. 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.

10. 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.

11. 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 therein above written.

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

For and on behalf of Punjab & Sind Bank

( )

( )

(Designation)

(Designation)

Witness: 1 (Details)

Witness: 2 (Details)

**Compliance Chart**

Compliance chart for submitting **RFP for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications.**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Compliance Status (Yes / No)</b>	<b>Page No. Of the bid document submitted</b>
1.	Are Eligibility, Technical & Commercial bid submitted under separate sealed envelopes?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure.		
3.	Are the Technical & Commercial Bids organized properly?		
4.	Are all the pages numbered properly and signed and stamped.		
5.	Is the Commercial bid made in conformity with Commercial template as Annexure ?		
6.	Are the softcopies of the response of Technical, and Commercial Bid submitted?		
7.	Are your solution complied with all Scope of work.		
8.	Is Tender Fee Submitted? Mention UTR number and Date		
9.	Is EMD/ Bid Security Document submitted?		
10.	Is Pre-Contract Integrity Pact Submitted?		
11.	Is 'General Details Of Bidder Submitted'?		
12.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		
13.	Is 'Board Resolution' submitted?		
14.	Whether <b>Masked Commercial Bid</b> is submitted in Technical offer document?		
15.	Whether Eligibility Criteria Compliance Submitted?		
16.	Are document in support of all eligibility criteria submitted?		
17.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		

18.	Whether Undertaking for Non-Blacklisting / Non-Debarment submitted?		
19.	Whether Undertaking to abide by all By-Laws /Rules/Regulations submitted?(On-NonJudicial Stamp)		
20.	All documents mentioned in page number 18 clause 23. <b>Documents constituting the Bid</b>		

For.....

(Signature and seal of authorized person)

Place:

Date:

**Food Menu**

<b>Item</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
1. Bed Tea / Coffee	In small flasks or electric kettle with tea bag /sugar cubes in the hostel room	
2. Breakfast ( Veg / non-Veg)	I) Cornflakes / dalia 40 gms. with Milk 250 ml. and 4 large slices/ toasts with butter and jam, 2eggs to order, Seasonal Fruits (100gms) / Fruit juice (150ml) and Tea / Coffee AND II) 2 stuffed parathas / 2 Bhatara and Chhola/6 puri with sabji, and Curd (200 gms.) with sauces / pickles, OR II) South Indian Dishes ( 4 idly / vada/ 2 uttapam/dosha/Upma/Poha with sambar & chatni)	
3. Mid Morning tea / coffee	Tea/Coffee with 2 standard quality biscuits – biscuits to be different for different tea breaks	
4. Lunch (Veg)	Veg: (1) Appetiser / Soup, (2) rice (Basmati) / pulao / Fried rice, (3) Nan / chapati / tandoori roti / Puri, (4) dal-50gm (Arhar/Mung/ chana/ masoor) (5) special dish:- quality paneer/mushroom/kofta etc. (125gms), (6) seasonal vegetables/chana/rajma/lobia sabzi, (7) Bhazi: seasonal vegetables (8) curd (100 gms.) / raita, (9) pickle, (10) papad, (11) sweet dish (50 gms) / seasonal fruits (150gms) / branded ice-cream (Amul/Kwality Walls) and (12) salad (seasonal). Item not to be repeated on consecutive days.	
5. Mid afternoon Tea / coffee	Tea/Coffee with 2 standard quality biscuits – biscuits to be different for different tea breaks	
6. Evening Tea / Coffee with snacks	Pakora / Aloo Bonda/ Samosa/ cutlets/ Veg. Chop/ sandwich etc. (200gms) with sauces/chatni	
7. Dinner ( Veg / non-Veg)	I) Veg - Similar as mentioned in Lunch Menu, but no repetition of lunch menu items	

II) Non veg - (1) Appetiser / Soup, (2) rice (Basmati) / pulao / Fried rice,(3) Nan /chapatis / tandoori roti / Puri, (4) dal (50gm) (5) seasonal vegetable / Kala Chana / Rajma / Lobia (6) Bhazi, (7) Fish / Mutton / Chicken (200 gms) /Egg Curry (two eggs) – same items not to be repeated on consecutive days , (8) curd (100 gms)/raita (9) pickles, (10) papad, (11) sweet dish 50 gms / seasonal fruits 150 gms / ice- cream, and (12) salad (seasonal). Item not to be repeated on consecutive days.	
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**Only branded packed and sealed spices / sauces/ condiments/ pickles/butter/ghee/flour, etc. with Agmark/Food quality certified to be used viz.:**

- Spices : Cookme/ MDH/ Everest / Ashok / Sunrise or its equivalent
- Papad : Lijjat or its equivalent
- Butter : Amul / Britannia or its equivalent
- Atta : Whole wheat atta - Pilsbury, Annapurna, Saktibhog, Ashirwad, or its equivalent
- Biscuit : Britannia / Parle or its equivalent
- Milk: Verka / Vitta Dairy /Amul / Mother Dairy or its equivalent.
- Cooking medium: Saffola / Sun Flower or its equivalent.
- Bread : Britannia / Modern or its equivalent
- Sauces / Pickles: Kissan / Maggi / Mother's Choice/Nirlop/Priya or its equivalent.

**Note:** Notwithstanding anything to the contrary contained in this RFP, the Bank will have the right to review the food quality & hygiene of cooking place, dining hall, cleanliness of utensils, fresh vegetables, fruits/other items are not providing good quality meal or using expired packed item, the bank, at its discretion can impose penalty of minimum 5000 per training batch. Further, the bank may also make a deduction of more than Rs. 5000 per training batch from the bidder on account of repeated/poor standard and poor quality of meals etc. rendered by the bidder. The decision of the bank, in this regard will be final.

**Masked Commercial Bid**

<b>S No</b>	<b>Item</b>	<b>No. of Trainees (A)</b>	<b>Rate per Trainee per day in ₹ (B)</b>	<b>Number of Days (C)</b>	<b>Total in ₹ (AxBxC)</b>
1.	End User Functional Training (including Breakfast, Tea break, Lunch & evening tea and snacks, etc )	4000	<b>XXXXXX</b>	6	<b>XXXXXX</b>
2.	Lodging & Boarding (including morning bed tea and dinner )	4000	<b>XXXXXX</b>	6	<b>XXXXXX</b>
TCO (Total Cost Of Ownership) in Words ₹ (exclusive of taxes)					<b>XXXXXX</b>

**Notes:**

i. The number of employee who will avail training facilities is indicative and only for arriving the cost of training per trainee per day. Post RFP, payment will be effected based on actual number of employees availing training facilities.

ii. TCO should be inclusive of any other charges and exclusive of taxes i.e. GST (CGST/SGST/IGST) which will be paid at actual at the time of invoice.

iii. Payments, towards the Training services to be provided for the related activities as defined in the scope of work/Training, shall be made within 15 days of the receipt of the monthly invoice raised by the Bidder/Agency. The invoice should content number of candidates trained during the month along with attendance sheet.

iv. The vendor's request(s) for payment shall be made to Bank in writing. (Invoice to be accompanied)

v. Penalties for services downtime will be as per defined penalty/SLA, on account of non-compliance of Service Requirements shall be deducted from the invoice value.

vi. All the payments to the vendor shall be subject to the report of satisfactory accomplishment by the Bank.

vii. No advance payment will be made by the Bank.

viii. TDS on payments will be deducted as applicable

ix. All the payments will be made to bidder electronically in Indian Rupees only.

x. No penalty /Interest will be paid for the delayed payment.

Place:

Date:

Signature:

Name & Designation: Business

Address

## Indicative Commercial Bid

S N o	Item	No. of Trainees (A)	Rate per Trainee per day in ₹ (B)	Number of Days (C)	Total in ₹ (AxBxC)
1.	End User Functional Training (including Breakfast, Tea break, Lunch & evening tea and snacks, etc )	4000	XXXXXX	6	XXXXXX
2.	Lodging & Boarding (including morning bed tea and dinner )	4000	XXXXXX	6	XXXXXX
TCO (Total Cost Of Ownership) in Words ₹ (exclusive of taxes)					XXXXXX

**Notes:**

- i. The number of employees who will avail training facilities is indicative and only for arriving the cost of training per trainee per day. Post RFP, payment will be effected based on actual number of employees availing training facilities and actual numbers of trainee using Lodging & Boarding (including Dinner).
- ii. TCO should be inclusive of any other charges and exclusive of taxes i.e. GST (CGST/SGST/IGST) which will be paid at actual at the time of invoice.
- iii. Payments, towards the Training services to be provided for the related activities as defined in the scope of work/Training, shall be made within 15 days of the receipt of the monthly invoice raised by the Bidder/Agency. The invoice should content number of candidates trained during the month along with attendance sheet duly signed and stamped by Bank's observer.
- iv. The vendor's request(s) for payment shall be made to Bank in writing. (Invoice to be accompanied, along with duly signed and stamped observation sheet issued by Bank's observer.)
- v. Penalties for services downtime will be as per defined penalty/SLA, on account of non-compliance of Service Requirements shall be deducted from the invoice value.
- vi. All the payments to the vendor shall be subject to the report of satisfactory accomplishment by the Bank.
- vii. No advance payment will be made by the Bank.
- viii. TDS on payments will be deducted as applicable
- ix. All the payments will be made to bidder electronically in Indian Rupees only.
- x. No penalty /Interest will be paid for the delayed payment.

Place:

Date:

Signature:

Name &amp; Designation:

Business Address:

**Reference site details**

The reference sites submitted must be necessarily of those Banks/Companies where the bidder has been awarded the contract prior to date of Issuance of this RFP. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids.

Please provide reference details in the format defined below:

Particulars	Response
Name of the Bank/ Financial Institution	
Country of Operation	
Address of the Organization	
Date of Commencement of Project	
Date of Completion of Project (if completed)	
Status (completed/in progress)	
Scope of Work for services offered	
Name of the contact person for reference	
Contact details of contact person	
Project details	

( \* Enclose necessary documentary proof)

\*Provide Information in respect of at least 1 major customer who fulfils the qualification Criteria. References may be enclosed from the customers from the above.

Place:

Date:

Signature:

Name & Designation:

Business Address:



**Business Rules for Reverse Auction**

RFP for Bank's "Request for Proposal for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications."

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the Request for Proposal for "Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications":

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers separately through online. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

**BUSINESS RULES FOR REVERSE AUCTION**

1. APPLICABILITY

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

1.2. 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 Exhibit-A.

1.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2. ELIGIBILITY:

2.1. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM BIDDERS:

3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP.

3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure-T.

3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)

3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure- V.

3.1.4 Undertaking of Process Compliance Statement for Reverse Auction as per format prescribed in Annexure-U.

#### 4. TRAINING

4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.

4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

4.3. Any bidder/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 complaint/grievance later.

#### 5. TOTAL COST OF OWNERSHIP (TCO)

5.1. TCO refers to the aggregate amount payable by the Bank for availing the services.

5.2. TCO shall encompass but not be limited to the following:

5.2.1 Cost of services.

5.2.2 Training costs for the product/service/equipment if and as defined in RFP.

5.3. TCO, however, shall not include variables of GST. These shall be paid as per actual and on production of receipts. However, no penalties respecting GST shall be paid by the Bank and the bidder shall bear such expenses.

#### 6. DATE/TIME FOR TRAINING

6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.

6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.

6.3. 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.

#### 7. DATE/TIME OF REVERSE AUCTION

7.1. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction' Time shall be communicated at least 7 working Days prior to such auction Date.

7.2. 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".

## 8. CONDUCT OF REVERSE AUCTION

8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empaneled by the Bank.

## 9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

9.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.

9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.

9.3. While a Service Level Agreement (SLA) by the bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

9.4. The service provider at the end of each Reverse Auction shall provide the bank with all details of the bids and reports of reverse auction.

9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

## 10. TRAINING AND AUCTION

10.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

10.2. Each bidder / bidder shall participate in the training at his / their own cost.

10.3. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.

10.4. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.

10.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

10.6. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.

10.7. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

10.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall

prevail over the earlier bids. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

#### 11. PROXY BID

11.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

11.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

11.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

11.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

#### 12. TRANSPARENCY IN BIDS

12.1. 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.

#### 13. MASKING OF NAMES

13.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

13.2. 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.

#### 14. START PRICE

14.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

#### 15. DECREMENTAL BID VALUE

15.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.7500/- or 0.25% of the Start price of the Reverse Auction, whichever is higher.

15.2. The bid decrement value shall be rounded off to the nearest thousands of rupees.

15.3. 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.)

15.4. COPY OF BUSINESS RULES :The Bank shall supply copy of the Business rules to any

bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

15.5. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

15.6. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and binding.

## 16. REVERSE AUCTION PROCESS

16.1. 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. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

16.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

16.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

## 17. EXPENDITURE ON REVERSE AUCTION

17.1. All expenses of reverse auction shall be borne by the Bank.

17.2. Bidders, however, shall attend the training or mock auction at their own cost.

## 18. CHANGES IN BUSINESS RULES

18.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

18.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.

18.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder / bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

## 19. DON'TS APPLICABLE TO THE BIDDER/BIDDER

19.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

19.2. Bidder shall not disclose details of his 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.

19.3. 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, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however,

entertain any such issues of interruptions, problems with open mind and fairdegree of transparency in the process before deciding to stop or extend the auction.)

## 20. GRIEVANCES REDRESSAL

20.1. Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

20.2. The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.

20.3. Decision of the Grievance Redressal Committee shall be binding on the Bank aswell as on all bidders participating in the Reverse Auction.

## 21. ERRORS AND OMISSIONS

21.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be finaland binding on all concerned.

Place:

Date:

Signature:

Name & Designation:

Business Address:

**Compliance Statement - Reverse Auction (To be submitted by all the bidders participating in Reverse Auction )**

**To  
Punjab & Sind Bank  
Second Floor, HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

**DECLARATION**

- ❖ We \_\_\_\_\_(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP Dated \_\_/\_\_/\_\_\_\_ for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications.
- ❖ We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- ❖ We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab & Sind Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
- ❖ We shall participate in the on-line auction conducted by (Auction Company) selected by Punjab & Sind Bank and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
- ❖ We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
- ❖ 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.
- ❖ We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

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

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

Verified above signature

Competent Authority Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Letter of Authority for Participation in Reverse Auction**

**To  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

- ❖ We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Bank's RFP Dated \_\_/\_\_/\_\_\_\_ for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications.
- ❖ We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- ❖ As per the terms of RFP and Business rules, we nominate Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction.
- ❖ We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
- ❖ Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- ❖ 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.

Signature with company seal Name:  
Company / Organization:  
Designation within Company / Organization:  
Address of Company / Organization:  
Date:

Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_  
Verified above signature  
Competent Authority Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



**Undertaking of Process Compliance Statement for Reverse Auction**

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

**Place:**

**Date:**

**To  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

Sir,

**Subject: Our bid for RFP for Selection of Vendor for End User Functional Training of Finacle 10.x & Allied Applications.**

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that Punjab & Sind Bank and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure F (A) within 24 hour of the completion of the reverse auction.
6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

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

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

Verified above signature

Competent Authority Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Project Management / Methodology****(Bidder's proposed methodology / approach for providing training services to the bank/ with respect to the scope of training work)**

## I. Proposed Methodology / Approach of Training in 3 months

Sr No	Particulars	Remarks
1	Training Campus - Name, location and complete Address	
2	Total Training Capacity-	
3	No of Class Rooms available-	
4	Whether lodging & Boarding Available in same location (Yes/No) <i>(If No details of location where lodging &amp; boarding will be arranged along with distance from training location is to be mentioned)</i>	
5	No of accommodation available-	
6	Name of Bank's Zone offices mapped to training location. <i>(This will indicate the number of employees that will be trained in a training location)</i>	
7	<b>Details of training program</b>  Total No. of Batches proposed (weekly)	<i>Bidder need to submit detailed date wise schedule for each batch considering training may commence from April 2023.</i>

II. Details of deliverables, other than the deliverables specified by the bank, the bidder proposes with specific reference to the scope of work

Place:  
Date:  
Seal

(Authorized Signatory)

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

**To  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, 122003**

Dear Sir,

**Sub: RFP for Email Solution on Cloud 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 & Labour 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. **(Proof of compliance and labour license needs to be submitted along with the quotation).**

Yours faithfully,

For.....

.....

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

**Bidder's corporate name:**

**Place :**

**Bid Security Declaration**

**RFP Reference No PSB/HOIT/RFP/\_\_\_/2022-23**

**Date:**

**To  
Punjab & Sind Bank  
Second Floor  
HO 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 bid clause No. 8.5, bids may be supported with a Bid Security Declaration, therefore rather than submitting the Earnest Money Deposit Form as attached at Annexure 1 : Bank Guarantee Form of the RFP, 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.50.00 Lacks) fixed for participation in RFP tender PSB/HOIT/RFP/\_\_\_/2022-23) and In case of Execution of Bid Security Declaration, we, M/s.....may be suspend for three (3) 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)

date :

(Company Seal)

**Declaration of compliance to Govt. guidelines**

*(On Letter Head)*

RFP Reference No: PSB/HOIT/RFP/

/2022-2023

Date:

To,  
Assistant General Manager  
Punjab & Sind Bank  
Second Floor  
HO IT Department  
Plot Number 151, Sector 44,  
Gurugram, Haryana- 122003

Ref: - **RFP for “SELECTION OF VENDOR FOR END USER FUNCTIONAL TRAINING OF FINACLE 10.x & ALLIED APPLICATIONS ”**

Subject: Compliance to Govt. of India Guidelines on Restriction on procurement from bidders from a country/countries which share land border with India.

Dear Sir,

This is in reference to letter/notification issued by Govt. of India on Restriction on procurement from bidders from a country/countries which share land border with India.

We M/s \_\_\_\_\_ declare that we are in compliance to the notification/guidelines and are eligible for consideration.

We also confirm that we will not sub-contract any work to a contractor from such countries unless such competitor is registered with competent authority and is fulfilling all Govt. of India requirements.

Yours faithfully

Name of the Authorized Signatory:  
Designation of Authorized Signatory:  
Signature and Stamp

**Annexure AB**

**List of proposed training centers** for Finacle X Training as on January 2023. Bank will prefer following locations to cover the end users on pan India based on concentration of Branches:

REGION	LOCATION	ZONES COVERED	TENTATIVE NUMBER OF STAFF (Clerical to Scale -IV)
PUNJAB	CHANDIGARH	CHANDIGARH	497
		PANCHKULA	391
		PATIALA	379
		LUDHIANA	332
	AMRITSAR / JALANDHAR	JALANDHAR	360
		AMRITSAR	376
		GURDASPUR	358
		HOSHIARPUR	233
	FARIDKOT	FARIDKOT	387
		BATHINDA	310
SOME BRANCHES OF JAIPUR ZONES		173	
NORTH	DELHI/NCR	DELHI-I	337
		DELHI-II	423
		GURUGRAM	306
		NOIDA	256
		JAIPUR	173
		DEHRADUN	280
	LUCKNOW	LUCKNOW	441
		BAREILLY	320
EAST	KOLKATA	KOLKATA	465
		GUWAHATI	145
WEST & CENTRAL	RAIPUR/ BHOPAL		100
		BHOPAL	194
	MUMBAI/PUNE	MUMBAI	281
		GANDHINAGAR	129
SOUTH	CHENNAI/ HYDERABAD/ BENGALURU	CHENNAI & VIJAYAWADA	229
			112
			113