

**Request for Proposal for Hiring of Consultant for CASA Back Office (Customer On-boarding solution)**

BID NO: GEM/2024/B/4901332

Dated: 30/04/2024

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**Punjab & Sind Bank**

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## **Glossary**

Following terms are used in the document interchangeably to mean:

1. Bank means “Punjab & Sind Bank”
2. Bidder / Respondent – signify those who download this tender document from Bank’s Website or Govt. tender site and submit response to Bank.
3. RFP means the Request for Proposal document
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as ‘Party’ and collectively as ‘Parties’.
6. DC means Data Centre located at Mumbai
7. DR/DRC/DRS means Disaster Recovery Site located at Greater Noida
8. NS/NLS means Near Site located at Mumbai
9. Effective date shall mean the date of execution of agreement between Bank & the selected Bidder.

AMC	Annual Maintenance Contract
BANK	Punjab & Sind Bank
BIDDER,VENDOR	Prospective Supplier (Firm or company) participating in consultancy services
BG	Bank Guarantee
BID	Offer/Proposal in contexts to the RFP
BOM	Bill of Material
CBS	Core Banking Solution referring to Finacle System (Infosys)
Contract	Agreement signed by successful bidder and the Bank
Deficiencies	Non-conformity with the agreed scope of services
EMD	Earnest Money Deposit
GeM	Government e-Marketplace
GST	Goods and Services Tax
GOI	Govt of India
ISO	International Organization for Standardizations
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
PURCHASER	Punjab & Sind Bank
PO	Purchase Order
POC	Proof of concept, i.e. Demonstration of a product.
RFP	Request for Proposal
Product	All the hardware with it's all components, peripherals & associated software/ firmware etc.
Project Cost	The price payable to the Vendor under the Contract
Services	All services under scope of work of RFP
SLA	Service Level Agreement
Site	Locations where product/ services as desired
Successful bidder	L1 bidder after conclusion of the bidding process
TCO	Total Cost of Ownership
SI	System Integrator

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**(A) KEY INFORMATION**

Particulars	Details
Tender Number	BID NO: GEM/2024/B/4901332
Tender Title	<b>Request for Proposal for Hiring of Consultant for CASA Back Office</b>
Participation Fee(Non-Refundable)	Rs. 10000/- (Non-Refundable) (i.e., Rs. Ten thousand participation fee and 18% GST ) IFSC Code:PSIB0009001 Bank: Punjab & Sind Bank Account No. 90015040070003 (14 digits) Punjab and Sind Bank (GST No. 07AAACP1206G3ZX)  Proof of NEFT to be submitted at the time of physical bid submission.
Bid Security(EMD)	Rs.5,00,000/-(Rs.Five Lakh only) Inform of Bank Guarantee only (Exempted for Micro and Small Enterprises, upon submission of valid certificate copy)
Bid Validity	225 days(from date of Bid Submission)
Date of Publishing the tender on Bank website	<b>30/04/2024</b>
Last Date for submission of Pre-Bid Query	<b>06/05/2024 3:00PM</b>
Date and Time for Pre-Bid Meeting	<b>09/05/2024 3:00PM</b>
Last Date and time for submission of Bids	<b>22/05/2024 5:00PM</b>
Date and Time of Opening of Technical Bids	<b>22/05/2024 3:00PM</b>
Date and Time of Commercial Bids	To be notified later to the qualifying bidders only.
Place of Opening and Submission of Bids	HO Operations department, First floor, 21, Rajendra Place, N Delhi
Contact person for any clarifications/ Submission of Bids	K.B. Manikantan (DGM)
Contact Numbers	Phone: 9868967118

**Please Note:**

1. The above mentioned dates are tentative dates and the Bidder acknowledges that they cannot hold the Bank responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.
2. If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.
3. \*Tender copy price is compulsory to participate in bid process. Bidders have to purchase tender document to participate in pre-bid meeting. Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.
4. Information for Participating through GeM:

- (i) This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process.

Following activities will be conducted online through GeM:

- a. Publish of Tender
  - b. Purchase of RFP document
  - c. Pre-Bid Query & response thereof
  - d. Corrigendum/Addendums to the RFP (If required)
  - e. Submission of Technical Bid & Commercial Bid by the Bidder
  - f. Opening of Technical Bid & Commercial Bid
  - g. Tender Evaluation
  - h. Reverse Auction with Qualified bidders
  - i. Announcement of results
  - j. Tender Award (If any)
- (ii) Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.
- (iii) Notification of amendments will be made available on the GeM/Bank's website and will be binding on all bidders and no separate communication will be issued in this regard.
- (iv) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for such reasonable period as decided by the Bank for submission of Bids.
- (v) The Reverse auction process of bidding will be followed. Only the technically qualified bidders will be asked to participate in the reverse auction, which will be conducted for this purpose. The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).
- (vi) If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
- (vii) Bidders are requested to use a reliable internet connection (data cable / broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
- (viii) The Vendors are required to have digital certificates well in advance to participate in e-Tendering to be conducted through GeM portal. Vendors will have to abide by e-Business rules framed by the Bank in consultation with GeM portal.
- (ix) Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e.

<https://punjabandsindbank.co.in/module/tender-list> & <https://gem.gov.in/> only.

No individual communication will be sent to the individual bidder.

- (x) **In case of any contradiction in eligibility criteria, business rules, terms & conditions or any information published over GeM portal, the RFP and consecutive corrigendum/addendum document will prevail.**

**Adherence to Terms and Conditions:** The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre-bid meeting on above date and time at Punjab & Sind Bank, Head Office, New Delhi (in case of exigency, Bank may conduct Pre-bid meeting through Alternate online channel). In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However, in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder. In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme.

Application fee can be remitted to following account for online mode of payments:

**Bank & Branch: Punjab & Sind Bank, Rajendra Place, New Delhi -110023.**

**IFSC: PSIB0009001**

**Account: 90015040070003 (14 digits) Punjab and Sind Bank  
(GST No. 07AAACP1206G3ZX)**

All MSEs(Micro & Small Enterprises) 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 Startups (recognized by DIPP) are exempted from submission of Participation Fee and EMD only. Relevant Certificates should be submitted by the bidder in this regard to avail exemption. This exemption is not applicable for Start-ups which are not under the category of MSE, traders, sole agents, distributors etc.

If any of the dates given above happens to be Holiday in New Delhi, the related activity shall be undertaken on the next working day at the same time.

## **(B) INTRODUCTION**

Punjab & Sind Bank, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, a bank with a heritage spanning 115 years, operates under a three-tier organizational structure comprising branches, Zonal Offices, and the Head Office. With a nationwide presence, the bank boasts 1550+ branches/offices. Specialized branches have been established to meet the diverse needs of SMEs, Corporate entities, agriculturists, importers, and exporters. All bank branches are interconnected and operate under the umbrella of Core Banking Solution.

The bank provides a comprehensive range of products and services, including demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds, and additional services such as ASBA, lockers, and merchant banking. Ongoing efforts are being made to expand and enhance the offerings to meet the evolving needs of customers.



### **(C) DISCLAIMER**

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

## Chapter-1

### SCOPE OF WORK

The IT landscape undergoes constant change, leading to diverse and recurring requirements for the Bank. Bank envisages appointing a Consultant to perform tasks, provide necessary services, and allocate resources as per bank's needs throughout the contract period.

As part of an ongoing commitment to technological advancement, the Bank aims to engage Consultant to evaluate the CASA back-office system, processes, and operations, offering recommendations for improvement and enhancement.

The Consultant is expected to align with the Bank's working hours, recognizing the dynamic nature of business and technology. Acknowledging the diverse and recurring nature of the Bank's requirements, consulting support is anticipated for technology initiatives and fixed-cost project management. The scope of work includes accessing the current operations, addressing the related issues, and incorporating regulatory/statutory changes from bodies like the RBI/Government of India during the project's duration, with the support cost being part of the project cost.

The Consultant must adhere to Government Guidelines, CVC guidelines, GFR 2017 issued by the Government of India, and all relevant procurement guidelines/manuals of the Bank. This adherence is crucial across the different phases: Current State Assessment, Process Re-Design, RFP preparation, Vendor Evaluation & Selection and subsequent Project Management and Monitoring.

#### **1.1 Current State Assessment**

In pursuit of a strategic evaluation and enhancement of our banking operations, Punjab & Sind Bank is seeking a qualified Consultant to conduct a thorough assessment of the Current Account and Savings Account (CASA) back office system and operations. We recognize the evolving landscape of banking technology and aim to leverage innovative solutions for optimal performance.

The primary objectives of this engagement include a detailed analysis of the existing CASA back office system, encompassing functionalities, hardware, software, and network infrastructure. Furthermore, the Consultant is expected to evaluate the efficiency and effectiveness of current processes, identify areas for improvement and automation. This project involves a dedicated study for system enhancement, proposing scalable solutions that align with the Bank's long-term sustainability and growth objectives.

One of the pioneering aspects of this assessment is the identification of various third party integrations like CIBIL, UIDAI, NSDL etc. and exploration of Artificial Intelligence (AI) integration within CASA operations. The Consultant is expected to investigate the feasibility of incorporating AI for customer profiling and other aspects/ areas, with a focus on enhancing customer experiences, improving fraud detection mechanisms, and optimizing various operational processes.

As part of the scope, a thorough review of data security measures and compliance with regulatory requirements will be undertaken. This includes an assessment of risks

associated with CASA operations, with recommendations for robust mitigation strategies. The Consultant will also evaluate the integration of CASA systems with other banking applications, identifying opportunities for technological enhancements and improved interoperability.

The deliverables for this engagement include a comprehensive report presenting findings, recommendations, a roadmap for improvement, and a detailed plan for system enhancement.

Effective communication between the Consultant and relevant bank stakeholders is imperative. The reporting structure, frequency of progress updates, and communication channels should be proposed and established to ensure a collaborative and transparent partnership throughout the project.

IT Consultant is expected to outline budget considerations, encompassing costs associated with system enhancements, integrations and scope of AI. The Consultant is expected to possess the required qualifications and expertise, particularly in AI integration and system enhancement, to effectively contribute to the success of the project.

Overall, this scope of work underscores the bank's commitment to technological innovation, operational excellence, and a collaborative partnership with the selected Consultant in this transformative journey to enhance Bank's CASA operations.

As a part of continuous technology upgrade, to utilize various new features / technological advancement of Bank is poised to deploy new technology of CASA opening software/hardware. This will enable our Bank to provide better and enhanced services to its customer through re-engineering of its existing processes, Bank envisages hiring new software which will be integrated to Core Banking Services Finacle 10.x, Document Management System, Mobile Banking etc.

IT Consultant will assist the Bank in the end-to-end contract execution with the selected system integrator/s including coordination with different Bank Departments for finalizing the sizing. Based on defined scope, the Consultant shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable and acceptable for Bank, after taking into consideration the effort estimate for completion of the same and the resource requirement.

The Consultant will have to work as per the timings of the Bank. Given the ever changing business and technology environment and the background that the Bank's requirements would be varied and recurring in nature, Bank envisages the need for consulting assistance for technology initiatives and project management Consultant on fixed cost basis for below mentioned scope of work in a phased manner.

The Consultant will have to support existing IT operations and IT related issues. Also have to consider and implement all requirement/changes received time to time from Regulatory/ Statutory Body/ RBI/ Govt. of India during project duration. The cost of support be included in project cost. Bank desires that the Consultant will first identify and divide the deliverable/milestones that have no dependency on Bank for its implementation during implementation of the project.

The Consultant should be fully conversant with all Government Guideline CVC guidelines, GFR 2017 issued by GOI from time to time, all procurement guidelines/manuals of the Bank as applicable to the subject matter of advice /service to be rendered by the Consultant during Phase –I – Current State Assessment for CASA Back Office for Customer On-boarding solution implementation, Phase –II RFP preparation and subsequently in Phase – III Project Management and Monitoring.

The consultancy work will include designing different work flows for Current Account, Savings Account (including BSBD Accounts), accounts that can be identified as straight through processing and Fixed Deposit opening and modifications. The flows will include flow of CKYC, Video KYC integration, Tab Banking, Mobile Banking etc. As per standard procedures prevalent in Banking Industry keeping in view regulatory/extant guidelines.

These accounts will include accounts like individual, either or survivor, former or survivor, joint, jointly by all, minor, sole proprietor, proprietor, partnership, trust, society, etc. Bank may add new accounts work flow as the case may arise.*(more points may be added)*

IT Consultant will study different APIs that must be linked with CASA Account Opening Software for seamless account opening function. These APIs must include Current Account opening process wherein system check must be provided in compliance with regulatory guidelines.

### **1.1 Phase – I (CASA Back Office for Customer On-boarding solution Implementation Strategy) – Timelines –2 Month.**

A: Bank desires that the Consultant shall study the existing setup of Bank's IT infrastructure, compare with other peer Banks. Identify Gaps if any and assist in defining methodology for bridging up those Gaps to ensure that Bank is at par with peers in the industry.

Some of the items for study are as under: -

- i. CBS (Finacle 10.x) and associated modules/applications.
- ii. All alternative delivery channels (ADC) like Internet Banking, Mobile Banking, Tab Banking, etc.
- iii. All Government API linkage such as PAN, Aadhar, GST, MSME registration (udyam registration) etc.
- iv. Other applications like Anti-Money Laundering, CKYC, Automated Data Flow, Data Archival Retrieval- Document Management System, Biometric Authentication etc.
- v. Security Implementation at all places Hardware Level, DC/DR/, Application level, Network level, etc. At present Active Directory, Antivirus, etc. are working centrally from DC/DR.

- vi. Study of available Bank's resource to handle Projects as per the strategy drawn by the consultant.
- vii. Study the existing infrastructure including Branch Account opening and Internet/Mobile Banking account opening process and identify gaps to reach state of art CASA Back Office for Customer On-boarding solution structure wherein best practices already adopted in Banking Industry is deployed. As per their study, identify Gaps/ hurdles being faced by the Bank (i.e Hardware benchmarking for proposed CASA Back Office, SLA terms, software specifications etc.) and prepare RFP for selection of System integrator which complies with regulatory/extant guidelines.
- viii. Prepare a strategy on how CASA Back Office will help Bank to increase CASA business.
- ix. Future / upcoming/ live application/ Projects
  - 1. Fraud Risk Management (FRM)
  - 2. Data Warehousing / Business intelligence/ Data mining
  - 3. International Financial Reporting Standards
  - 4. Customer Relationship Management (CRM)
  - 5. Document Management System(DMS)
  - 6. Business Process Management
  - 7. Audit Automation Solution
  - 8. Any other Project as per the requirement of the Bank

The Consultant has to study projects in pipeline and future/upcoming application /projects and factor necessary hardware and infrastructure for CASA Back Office for Customer On-boarding solution while drafting the RFP during Phase -II.

**1.2** Bank desires that the Consultant shall study and analysis/assess the Bank's current IT Infrastructure relevant to CASA Back Office. Prepare a framework which will include review of various options depending on best fit option.

- i. Owned Vs. Outsourced Opex model
- ii. Single Vendor Vs. Multiple Vendors
- iii. Single solution stacks Vs. best of breed solutions
- iv. Multiple Verticals /Turnkey Project

**The Consultant shall deliver a comprehensive report after study and assessment as per Section “A” and section “B” which shall include at least following but not limited to:**

- i. Current state
- ii. Assessment Report
- iii. GAP Assessment report
- iii. Target State Definition
- iv. Implementation Strategy Report
- v. Timelines for Implementation of Milestones/ Deliverable  
(Roadmap) for new System Integrator (SI)
- vi. Tenure of Consultant mapped with Milestone/ Deliverable of SI
- vii. Advisory report for any new technology/ Infrastructure to be adopted/implemented in the Bank for CASA Back Office.
- viii. Report on approach for transition for Bank’s Top Management.

A presentation shall also be made to Bank’s Top Management on various reports mentioned above as per requirement of the Bank.

### **1.3 RFP Preparation & Submission to Bank**

As part of the RFP preparation the Consultant would need to perform the following scope:

- i. Define the procurement approach for the initiative taking into consideration the requirements of statutory & regulatory guidelines, CVC guidelines, GFR 2017, Bank’s IT security and other policies, market price discovery, cost benefit analysis and other relevant issues.
- ii. Define the functional and technical requirements / specifications for the technology components after consulting all business departments of the Bank for existing / new projects and obtain sign off.
- iii. Discuss the formulated request for proposal with the Bank and prepare the RFP document.
- iv. Discuss and define service level agreement (SLA), Penalty, payment terms and legal terms and other parameters with the Bank’s Management and obtain consensus.
- v. The Consultant shall automate the SLA process by drafting the framework and SLA criteria. The complete control and access shall be with the Bank once it is implemented by the SI is absolute responsibility of the Consultant.

The above activity as mentioned in Point no. 1.1 , 1.2 & 1.3 shall be completed as per below timelines.

Phase 1. 1, 1.2 and 1.3 - Study the existing setup of Bank's IT infrastructure and assessment, preparing the framework & submission of reports& RFP Preparation/Submission ( from the date of issuance of work order)	2 Months( <i>Phase 1.1 (15 days) &amp;1.2 to be completed within next 15 days of phase 1.1 of work order</i> )
The project director will attend the meeting on weekly/fortnightly basis with Top Management of Department as per the progress made or issues being faced in drafting the framework and guide the Bank in selecting the best fit option as mentioned in point no.1.1. above	Weekly

\*If quality of Strategy of implementation of CASA Back Office for Customer On-boarding solution is not as per accepted standards to Bank, same be sent to Consultant to reconsider to be submitted within 3 day. However 1.1 will start within 15 Days issue of work order. Bank expects that Consultant will start preparing RFP i.e. 1.3 within 30 days of issue of work order and submit the same within 60 days of issue of work order. (in case of delay, the second Phase will be started only after the completion of Phase I)

**1.4 Phase-II: Vendor evaluation& selection of System Integrator (SI) – Timelines– 4month**

1.4 A. Vendor Evaluation, Selection of System Integrator (SI)

The Consultant will assist the Bank in conducting the Vendor evaluation & selection and perform the tasks mentioned below (but not limited to):

- i. Assist the bank in publishing the RFP.
- ii. Attend pre-bid meeting with bidders.
- iii. Respond to the pre-bid technical and functional queries of the bidders.
- iv. Assist the Bank in conducting the eligibility evaluation and short-listing.
- v. Conduct a detailed technical and functional evaluation of the eligible bidders.
- vi. Assist the Bank in performing product demonstrations and functional product evaluations.
- vii. Perform technical Bill of Material evaluation.
- viii. Present the technical and functional evaluation to the Bank's Top Management.

- ix. Assist the Bank in the technical and functional short-listing.
- x. Conduct Normalization of Bids, if required.
- xi. Conduct a commercial bid evaluation of the technically short-listed vendors.
- xii. Assist the bank in short-listing the final vendor.

1.4 B. Contract finalization

The Consultant will assist the Bank in preparation and finalization of contract between Bank & system integrator (SI) and perform the tasks mentioned below (but not limited to):

- i. Provide inputs to the Bank’s legal team for defining the Service Level Agreements
- ii. Adhering to relevant Procurement guidelines as defined and shared by the Bank.
- iii. Prepare and finalize the contract, SLA, Payment terms between Bank and System Integrator (SI).
- iv. Finalizing and assisting to execute end to end contract between selected SI and Bank.

The above activity as mentioned in Point no. 1.4 A & B should be completed as per below timelines.

Phase 1.4 A -Vender evaluation & Selection	3month*
Phase 1.4 B – Contract finalization	1 month *

\*the project director will appraise the progress and submit the progress report to Bank management (on monthly basis). However, if RFP for vendor/system integrator fails, same will attract penalty to Consultant as per terms and conditions of this RFP.

**1.5 Phase-III: Project Management, Monitoring of Implementation and other activities to be performed- 6 Months**

Before initiation of Phase –III, Bank desires that the Consultant will first identify and divide the deliverable/milestones that have no dependency on Bank for its implementation of project.



In Phase –III, the payment to Consultant will be dependent upon the achievements of various milestones. Both SI and Consultant shall be held responsible for any delay and penalty would be charged for delay to both of them accordingly.

The Consultant is required to manage the entire implementation and Go-live of projects as per strategy approved or RFP. The Consultant is expected to provide expert project management resources to hand hold the Bank throughout the entire project management life cycle for all technology and business projects referred by various departments of the Bank. Bank envisages that at all times two resources (i.e Project Manager and 1 Senior Resources- including IT Specialist & Banking domain specialist) are available onsite during phase III. However wherever technical/ architecture expertise will be required, same will be provided by Consultant at no added cost to Bank.

IT Consultant is required to perform the following scope (but not limited to) for the project management, monitoring and Governance:

**1.5 A To setup Project Management Office and framework comprising of:**

- i. Project plan formulation
- ii. Project risk analysis
- iii. Assistance in project management and project delivery team identification and resourcing
- iv. Change management procedures
- v. Project risk management and detailing
- vi. Project quality management procedures
- vii. Employ a formal project methodology on all projects undertaken with the level of detail and control scaled appropriately to the magnitude of the project effort and adhere to all project management processes and procedures.
- viii. Provide assistance to the Bank throughout the project implementation by managing and reviewing of the project.

**1.6 Ensure Deliverables from System Integrator** (as defined in agreement executed between Bank & SI): Ensuring various deliverables from System Integrator is the absolute responsibility of the Consultant under this engagement. Ensure timelines of the project as per Agreement executed between Bank & SI. This shall include but not be limited to:

- i. Assist in inspecting physically and verifying the condition of equipment / system and application software delivered by the SI.

- ii. Ensure that delivery conforms to specifications; supervise the installation and commissioning of CASA Back Office from the SI for purpose of the Project.
- iii. Validation of hardware delivered in terms of sizing for the requirement, high availability, and scalability.
- iv. Validate Response time vis-à-vis committed response time.
- v. Validation of Deliverables such as Architecture Design, Technical documents, User documents, performance benchmarking etc.
- vi. Validation of other deliverables such as Implementation support, Facility Management Services etc.
- vii. Supporting activities for acquiring ISO certification for any office of Bank such as DC, DR, NS, PMO related to CASA Back Office for Customer On-boarding solution etc.

**1.7 Provide assistance to the Bank throughout the project implementation by managing and reviewing:** Assist the Bank in accepting the CASA Back Office for Customer On-boarding solution and IT projects. Consultant should define acceptance criteria for Software Functionality, Response and Data Integrity of the CASA Back Office project. Consultant shall prepare Acceptance Test document and carry out acceptance test of the CASA Back Office for Customer On-boarding solution and sub-systems using appropriate test methodologies in consultation with the Bank. This shall include but not be limited to:

#### **1.8 Current state assessment**

- Review the documents drafted by SI and provide comments on the documentation and assist the Bank in the sign-off of the documents
- The Consultant has to ensure that Bank will get all the necessary documents i.e LLD, HLD of complete Hardware, Software to be deployed by SI at Data center and other User Manuals/Design documents and Guidelines for all peripherals applications as proposed by SI.
- Reverse migration/Roll Back Plan and Data Centre Migration.

#### **1.9 Customization identification, base lining and porting approach**

- Assist the Bank in closure of issues pending for resolution
- Review the resolution provided by the SI and offer the solutions to the Bank based on the industry best practices.
- Manage and monitor the customization porting and resolutions

### **1.10 Integration**

- Review the integration strategy proposed by the SI
- Assist the Bank in finalizing and accepting the integration plan and strategy
- Manage and monitor the complete integration with various bank and external portals such as PAN, Adhaar, GST, CRILIC, MSME (udyam registration) etc.
- Consultant will review all additional integrations possible for better functioning of CASA Back Office for Customer On-boarding solution keeping in view regulatory guidelines.

### **1.11 Testing – UAT, SIT testing**

- The Consultant has to ensure that the System Integrator will provide the test cases for testing the application / software.
- Review the test strategy and test plan prepared by the SI
- Assist the Bank in defining the process for test case review and sign off
- Review the test cases prepared by the teams
- Assist the Bank monitoring the complete testing
- Assist the bank in vendor evaluation for the testing agency if required
- Assist the Bank in obtaining the final sign-off for testing
- Manage and monitor the end to end testing

### **1.12 Training**

- Review the training plan prepared by the vendor for end users technical training
- Review the training content and material provided by the vendor
- Monitor and manage the training programs including training feedback and corrective actions if any

### **1.13 Rollout**

- Review the rollout strategy proposed by the vendor
- Manage and monitor the rollout
- Stabilization
- Assist the Bank in putting in place processes and framework for smooth cut-over and stabilization.

### **1.14 Acceptance of Systems:**

- i. Ensuring all functionality/customization to the newly procured system & its acceptance to Bank.

- ii. Ensuring all delivery channels/process to be operational & available to customers/Bank Branches/Back Offices.
- iii. Ensuring availability of all reports/statements/returns.
- iv. Participate and guide during the performance benchmark on the deployed solution, the proposed hardware configuration and for projected volumes to check whether the Bank's transaction volumes will be supported by the CASA Back Office for Customer On-boarding solution on the proposed hardware configuration. The Consultant has to ensure that performance benchmarking shall be completed within 6month of award of contract with SI.
- v. Conduct a review of the System Integrator's obligation under the agreement executed between the Bank and SI. Report to the top management on whether the System Integrator has met its obligations. Co-ordinate different activities related to implementation of Casa Back Office For Customer On-Boarding Solution to ensure smooth and timely execution of the project. Endeavour to make the total project operational within scheduled Project Plan. Provide timely signals to the Bank when the project is not going as per schedule and suggest methods to adhere to the schedule.
- vi. The bank would not procure any software or tools for these activities and will only pay for services rendered by the consultant.

**1.15 On-going Services monitoring of the project on regular basis** throughout the tenure of the assignment including extended period, if any. The list below is indicative in nature which shall be reviewed and finalized with the selected Consultant.

- i. Provide a framework with hands-on information on how to achieve a successful operational Service management of CASA Back Office for Customer On-boarding solution implementation in the Bank
- ii. Monitor the Availability of the services being provided by the bank through various Delivery Channels to the branches as well as to the customers of the bank and Performance as committed by various vendors.
- iii. The Consultant is expected to review all available logs / reports in the system with regard to the Services being provided by various vendors.
- iv. The Consultant shall provide daily status report w.r.t the deficiency / deviations observed during the monitoring of the Services.
- v. The Consultant is required to monitor on-site services which are being provided by the SI as per scope/contract.

vii. The hours of monitoring shall be from 8.00 AM to 8.00 PM or till the completion of the End-Of –Day activities for CASA Back Office and Other IT Projects solution on all working days of the bank.

viii. The Consultant however should recognize the fact that the Branches will require monitoring in case they have to work beyond the above mentioned Hours and holidays on need basis. This monitoring shall be at no additional cost to the Bank.

ix. The Consultant is also expected to work as a monitoring help-desk and is expected to liaison with the branches & collect feedbacks from branches on the services being rendered as part of the project and take appropriate measures resolving the issues which remain unattended or unresolved by the vendors.

#### **1.16 Periodic Activities:**

i. Any issues related to successful & timely implementation of Casa Back Office For Customer On-Boarding Solution.

ii. Be On-site to participate & monitor DC-DR drills for the in-scope projects, to evaluate, analyze the reports & get plugged in gaps observed during the process till successful implementation.

iii. To monitor & verify the SLA reports, calculate & verify penalties due, if any.

iv. To verify the invoices raised by SI with the deliverables of the project, as per agreement.

v. To advise the Bank in integration of any other application which the GOI (MOF) and other Regulators may require to be implemented and integrated with Casa Back Office For Customer On-Boarding Solution.

vi. To Advise the Bank about the nature of changes (Regulatory/ Business) required to be made in the Software Solutions being implemented as part of complete project.

vii. Vetting of effort estimation w.r.t. man days submitted by SI on account of Changes required in the Solution as Change Request.

viii. Monitor and facilitate the implementation of initiatives based on the guidelines given by regulatory bodies

#### **1.17 Assist in Go-Live preparation:**

i. The Consultant is required to review & certify on the detailed architectural deployment document provided by the SI. (One time review of in-scope solutions to be carried out

and reports for new solutions during implementation) is required to be submitted to Bank's Top Management.

ii. Assist the Bank and work with the SI to develop the test cases for testing the compliance of the deployed solution in accordance with the Bank's respective policies.

iii. The Consultant is required to manage the project by ensuring all risk w.r.t project implementation for smooth and timely Go-Live and provide executive reports.

#### **1.18 Review SI performance, obligation, reports etc:**

i. Review performance measurement / monitoring process vis-a-vis agreed Service Level agreements and recommend improvements in them by optimally leveraging the existing deployment of the project.

ii. Review of the CASA Back Office For Customer On-Boarding Solution implementation Project vendor's obligation under the contract with the Bank and monthly report to the Bank's Top Management on whether the System Integrator has met its obligations.

iii. Review the GAP report of the audit of IT infrastructure CASA Back Office project at DC /DR/NS/PMO/other offices got done by SI. Give suggestions and get them implemented / resolved. Further facilitate resolving of gaps pointed out by the audit and inspection team, statutory and regulatory bodies, or any other third party agency engaged by the Bank.

iv. Review of effectiveness of:

- Controls for logical access to customer information by service provider staff, so that information may be accessed on a need to know basis.
- Controls over Tracking and monitoring program changes and projects.
- Process for incident reporting and problem management.
- Control considerations for handling of customer information and personally identifiable information.

v. Independently review the progress made in the implementation of the project and provide status updates and reporting.

vi. Provide regular updates to Bank's Top Management as required by the Bank.

#### **1.19 Other activities to be performed during Phase-III**

i. Guiding Bank to implement IT Road map in stages for CASA Back Office project.

ii. Providing guidance for Govt. initiatives implementation w.r.t. CASA Back Office for Customer On-Boarding Solution.

- iii. Others new projects/applications related to CASA Back Office project which Bank may be implement during phase III.
- iv. Calculation and verification of Penalty as per SLA/contract.
- v. Payment verification & release to System Integrator (SI).
- vi. Handling Roll Back plan, if any.
- vii. Stabilization, handholding till delivering the project to Bank & SI.
- viii. Guiding Bank to settle/ disposed off redundant IT infrastructure/solutions etc.

The above activity as mentioned in Point no. 3.1 A to J shall be completed within 4 months. The Consultant has to map their activities/scope of work regarding Project Management and monitoring of all the deliverables of SI as per the timelines and roadmap already defined during Phase-I (point no.1.1 D (viii)).

The deliverables along with the timelines of SI mapped with Consultant activities should be within aIT Consultant time period of 6 months of Phase –III (No project should have the timelines beyond the period of 12 months)

**Time line to complete the project in phase wise:**

Phase- I (From date of issuance of Work order): IT Strategy for CASA Back Office, RFP preparation.	<b>2 Months</b>
Phase-II (After completion of phase-I & acceptance of IT Strategy from Board): selection of System Integrator (SI) and contract finalization	<b>4 Months</b>
<b>Vendor on-boarding within 6 Months of Consultant hiring.</b>	
Phase-III (After completion of phase-II): Project Management, Monitoring of Implementation and other activities to be performed.	<b>6 Months</b> (4 month for go-live of project and 2 Months for stabilizing)

**1.20 Resource requirement:**

Bank desires to deploy suitable resources for doing above scope. However, Project Director Involvement: 20% of overall time and will be over and above the resources. Project Manager Involvement: 1 person Full time. Needs to be the person who has delivered and lead CASA Back Office for Customer On-boarding solution advisory engagements in scheduled commercial banks with 1500 branches in India. The bank may conduct a reference check with the Bank where the resource has worked previously.

Senior Resource Involvement: 2 person full time. Needs to be the person who has delivered and lead CASA Back Office advisory engagements in scheduled commercial banks with 1500 branches in India. The senior resource must include one IT specialist who has handled similar project and one banking domain expert who has handled

similar project. The bank may conduct a reference check with the Bank where the resource has worked previously. The resource must be available as per Bank business timings on site. All the resources proposed above should be on the rolls of the organization.

However Technical Architecture Specialist will be available to Bank as and when require at no added cost to Bank.

Time line	Days	Phase completion	Man Power required
Phase I	15 Days	Phase 1.1 A	1 Project Manager
			2 Business Analyst
			1 Technical Architect
	15 Days	Phase 1.1 B	1 Project Manager
			2 Business Analyst
			1 Technical Architect
30 Days	Phase 1.1 C	1 Project Manager	
		2 Business Analyst	
		1 Technical Architect	
Phase II	60 Days	Phase 2.1 A	1 Project Manager
			1 Business Analyst
	30 Days	Phase 2.2 B	1 Project Manager
			1 Business Analyst
Phase III	180 Days	Phase 3 will be aligned as per SI/Vendor on-boarding RFP/Strategy approved.	1 Project Manager
			1 Business Analyst



## Chapter 2

### INSTRUCTION TO BIDDERS

The Technical Bid and Commercial bid must be submitted through offline mode only and must be submitted in sealed envelopes, giving full particulars, at the Bank's address given below, on or before the schedule date given in this document. All envelopes should be securely sealed and stamped. Information brochures should be distinctly separated from the other documents by way of separator sheets and submitted in an orderly and neatly bound manner.

Important: The eligibility credentials, financial reports & product information brochures shall be distinctly separated by separator sheets positively and the technical bid shall be submitted in an orderly and neatly bound manner. Bids must be submitted physically along with e-bid format.

Bank's address:

Deputy General Manager  
Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,  
21, Rajendra Place,  
New Delhi - 110008

Following officers have been authorized to accept the tender documents:

1. K.B Manikantan

All the envelopes must be super-scribed with the following information:

- Type of Offer (Technical and Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be produced along with the proposal.

#### **2.1 ENVELOPE-I (Technical bid along with softcopy):**

*Eligibility Criteria-* The bidders, who fulfil the eligibility criteria as mentioned in Chapter #3 - "Qualification Criteria" of the RFP, will only be eligible for further process i.e., technical evaluation.

The Technical bid should be complete in all respects and contain all information asked for except prices. The Technical bid should include all items asked for in this document. The Technical bid should not contain any price information. The technical Bid should be complete to indicate that all products and services asked for are quoted and should give all required information. A photocopy of original Commercial offers with prices duly MASKED be submitted along with the Technical Bid.

Bank reserves the right to reject any bid submitted without masked commercial.

## **2.2 ENVELOPE-II (Commercial bid):**

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A Xerox copy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid. The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

These two envelopes containing the Technical bid and Commercial bid should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

## **2.3 ENVELOPE-III (Bid Security):**

Bidders are required to submit Bid Security/EMD (if applicable).

**NOTE: All documents are mandatorily to be submitted in physical form only on the mentioned bank address.**

## **2.4 Terms and Conditions**

Terms and conditions for bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process.

## **2.5 Soft Copy of Tender document**

The soft copy of the tender document will be made available on the bank's website. However, Bank shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The Digitally Signed copy available at websites: <https://psb.eproc.in>. and <https://punjabandsindbank.co.in/> of the tender document shall be treated as correct and final.

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable Application fee of Rs. 10,000/- plus GST by way online NEFT Transfer.

## **2.6 Non-transferable Tender**

This tender document is not transferable. Only the bidder, who submits complete set of document with application fees, is entitled to quote.

## **2.7 Offer validity Period**

Bid shall remain valid for 180 days from the date of opening of Technical Bid.

## **2.8 Address of Communication**

Offers should be addressed to the following office at the address given below:

Deputy General Manager  
Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,

21, Rajendra Place,  
New Delhi - 110008  
Emails: [cboproject@psb.co.in](mailto:cboproject@psb.co.in)

## **2.9 Pre-Bid Meeting**

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably through physical mode. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under Annexure 7.

Queries not received in the form and queries without the relevant details will not be taken up for response and will not be entertained. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

Only the authorized representatives of the bidder (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

**2.10 Pre-bid meeting through Virtual/Online Mode:** Bank may hold the pre-bid meeting in virtual/online mode through video conferencing/virtual meeting solutions e.g. Microsoft teams/Google Meet/Cisco Webex etc. The details of the meeting shall be shared only with the bidders who will submit their queries in prescribed format through mail to the designated mail ids and who have paid the required tender fee or eligible for exempted from tender fee as per MSEs procurement Policy guidelines issue by Govt. of India.

Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.

## **2.11 Opening of Offers by Bank**

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be in this regard be brought for verification.

## **2.12 AUTHORIZED SIGNATORY**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy authorizing an official or officials of the Bidder to discuss, sign agreements / contracts with the Bank, raise invoice and accept payments and also to correspond. In case of LLP / firms, the bidder is required to submit Power of Attorney (along with the certified true copy of Board Resolution, in case of LLP) to establish the authentication of authorized signatory. The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.

## **2.13 Scrutiny of Offers**

Scrutiny of Bids will be in three stages as under:

### **2.14 Eligibility Criteria Evaluation:**

Bank will first scrutinize the eligibility of the bidders as per “qualification criteria” section mentioned in the RFP based on the documents submitted. The offers of the bidders who fulfil the above eligibility criteria- Annexure 11 will be taken up for further scrutiny i.e. technical evaluation.

### **2.15 Technical Evaluation:**

The evaluation of technical proposals, among other things, will be based on the following:

- Bidder’s financial stability
- Methodology/Approach proposed for accomplishing the proposed project.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Prior experience of the bidder in undertaking projects of similar nature.
- Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

1. Matching the clear eligibility criteria
2. Short-listing of the bidders based on the criteria

Arriving at the final score on technical proposal after Presentation-cum-Interview

### **2.16 Presentation-cum-Interview**

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

### **2.17 Scoring Evaluation Criterion**

The Technical Evaluation will be done as per Annexure 12-Bidder scoring evaluation Criterion. Marks will be awarded based on the Technical Evaluation Criteria specified and the Bidder scoring 70% (70 marks out of 100) or higher will be declared technically qualified. However Bank may at its discretion can reduce the qualifying score but not less than 60%.

### **2.18 Commercial Evaluation**

Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of bidder by opening of indicative Commercial Bids of bidders and then further proceed with the selection of bidder through Online Reverse Auction.

The Commercial will have to be reported in the format as per Annexure 13. Commercial submitted after online reverse auction should not have any alteration or

overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial submitted by the respective bidder post reverse auction. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial is found to be blank and not filled with any amount, then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Only following bidders will be considered as eligible for reverse auction who satisfy following conditions:

1. Bidders found eligible as per qualification criteria defined by the bank
2. Bidders scoring 70% or more marks in technical bid evaluation or as per relaxed criteria accepted by the Bank.

In case only two bidders participated in the tender process, reverse auction may be conducted. However, Bank's decision will be final in this regard.

### **2.19 Reverse Auction**

- (i) Indicative Price bid will be only for the purpose of determining Start price for reverse auction and elimination of H1 bidder. Final Item wise price shall be arrived after Reverse Auction. Bank will conduct Reverse Auction as per GeM guidelines in which all the technically qualifies bidders after elimination of H1 Bidder (if applicable) will be eligible to participate.
- (ii) The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).
- (iii) Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible.
- (iv) The bidders who has quoted the least TCO shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final TCO.

#### **Re-auction**

Reverse auction will be valid only if two or more Bidders participate in the reverse auction event. Bank will consider re-auction in the following circumstances:

- (i) During the process of reverse auction, if there is no bid received from bidders, Bank may decide a re-auction.
- (ii) Even after conducting Reverse Auction/s, if the prices quoted by the bidders are not acceptable to the Bank.
- (iii) In case start price of Reverse auction is decided by the Bank and there are no bids or only one vendor bids in the Reverse auction, Bank may decide re-auction while further revising the start price.

Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

- (i) If number of technically qualified bidders are only 2 or 3.
- (ii) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.

- (iii) If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.

#### Commercial Evaluation

- i. The Reverse auction process of bidding will be followed. The Indicative commercial bids of only the technically qualified bidders will be opened. Only the technically qualified bidders after elimination of H1 Bidder (if applicable) will be asked to participate in the reverse auction, which will be conducted for this purpose. The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).
- ii. Specific rules for this particular event viz., date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating vendors before the event.
- iii. In the Indicative commercial bids prices shall be expressed in Indian Rupees only. The bidder must quote prices exclusive of all applicable taxes / GST and duties. The cost will not depend on any variation in dollar exchange rate/change in tax structure.
- iv. Indicative Price bid will be only for the purpose of determining Start price for reverse auction and elimination of H1 bidder if applicable. Commercial bidding shall be held through Reverse Auction over GeM.

#### Procedure for Selecting Successful L1 Bidders

- (i) The L1 bidder emerged out of the Reverse Auction will be selected as Successful L1 bidder. The Successful L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of Final TCO as per Annexure-13 within 2 working days over GeM portal/Bank.
- (ii) The final decision on the bidder will be taken by the Bank. The implementation of the project will commence upon successful negotiation of a contract between Bank and the selected bidder.
- (iii) Bank reserves the absolute and unconditional right to reject any or all proposals without assigning any reason thereof. No correspondence in this regard will be entertained. Similarly, it reserves the right not to include any vendor in the final short-list.
- (iv) Bank may award the contract to next lowest bidders if L1 bidder fails to honor the commitment or not in a position to supply the offering as per RFP.
- (v) The final bidders (L1) with Techno Commercial (T1) as per formula given below will be arrived at H1 and will be announced over GeM portal (<https://bidplus.gem.gov.in/bidlists>), Central Public Procurement Portal (CPPP) and Bank Website <https://punjabandsindbank.co.in>. No separate intimation will be sent to successful Bidder.

## Submission of bids

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

### Bid Submission through GeM :

The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal. Please make sure that all the documents are properly scanned and are legible to read. Bidder shall necessarily register on GeM portal for participating in the bid. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process.

### **2.20 Techno Commercial Evaluation:**

The score(s) will be calculated for all technically qualified bidders using the formula: -

**(Minimum Commercial Quote/Quoted Price) x30% + (Technical Score/Highest Technical Score) x 70% (Technical will carry 70% weightage and Commercial will carry weightage of 30%) Highest scores so obtained using the above method shall be declared H-1.**

In case of tie-up in Techno-Commercial evaluation score, the bidder scoring highest technical score will be declared H-1 bidder.

If any vendor fails to quote against any of the services sought by the Bank, it will be presumed by the Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the vendors later and such services have to be provided to the Bank without any extra cost along with all other services.

In case of tie-up in Techno commercial evaluation score, the bidder scoring highest technical score will be declared H-1 bidder. The bidder will submit itemized prices as per commercial bid format within 24 hours after closure of Reverse Auction.

Technical Scores of bidders will be sealed in presence of bidders and will be opened after Reverse Auction. Bidder must be present while sealing the technical scores otherwise Bank will not entertain any claims or queries of bidder post reverse auction.

### **2.21 Technical Evaluation Criteria**

Please refer Annexure 12 for detailed Technical Evaluation Criteria

### **2.22 Format for Technical bid**

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into three parts – the first part should contain the documents supporting the eligibility of the bidder to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the brochures/other information etc.

The suggested format for submission of Technical bid is as follows:

1. Index
2. Covering letter. This should be as per Annexure 1.
3. Details of the bidder, as per Annexure 2.
4. Compliance of eligibility criteria along with support documents.
5. Project plan and Execution schedule.
6. Approach and Methodology for the proposed scope of work along with illustrative deliverables
7. Details of the similar assignments executed by the bidder during the last five years (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished) Details of Past experiences.
8. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
9. Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.
10. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
11. Bid Security/EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
12. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
13. All documentary evidence wherever required to be submitted be properly arranged.
14. Copy of the Commercial Bid duly masking the price column.

The Technical Bid envelope should also include the removable disk (pen drive) containing the soft copy of the Technical bid with complete set of annexure.

The Bank, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details. It is mandatory to provide the technical details in the exact format of bidder's information as explained above. The offer may not be evaluated by the bank in case of non-adherence to the format or non-submission/ partial submission of technical details as per the format given in the tender. The bank will not permit changes in the technical specifications once submitted. The relevant information, printed brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer may result in disqualification.

### **2.23 Masked Commercial bid**

The bidder should submit a masked copy of the original commercial price bid being submitted to the bank by masking the actual prices as part of technical bid. This is mandatory. The bid may be disqualified if it is not submitted. However, it should not contain price related information, failing which the bid will be rejected outright.

### **2.24 Format for Commercial bid**

The Commercial bid should be submitted in physical only as per Annexure 13. (Commercial Bill of Material) and should be without any conditions. In case there is a deviation required by the bidder on the Commercial bid format, the same should be intimated to the Bank in writing before the last date for submission of queries. The Bank reserves the right to accept or reject the alternate commercial bid format proposed by the bidder.



The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial Bid (as per Annexure 13). This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for ALL the items mentioned in Commercial Bid Format and also fill up the TCO for L1 of Annexure 13

### **2.26 Submission of Bids**

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

### **2.27 Late Bids**

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the bidder.

### **2.28 Erasures or Alterations:**

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank may treat offers not adhering to these guidelines as unacceptable.

Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank reserves the right for such waivers.

### **2.29 Location of Project Implementation**

This tender is being floated by the Head office Transformation Deptt. of Punjab & Sind Bank. The Project Implementation location will be NCR preferable New Delhi. However, Bidder may be required to travel outside New Delhi as part of project.

### **2.30 Contract Period**

The period of contract is 12 months from the date of acceptance of PO. Bank may extend the same as per mutually agreed terms based on performance of bidder for a further period up to 1 year.

### **2.31 No Negotiation**

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

### **2.32 Short-listing of Bidders**

Bank will create a short-list of technically qualifying bidders and the Commercial bids of only these bidders will be opened.

### **2.33 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. 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.

Signing of the IP with the 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 tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per Annexure 10 along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. In case of joint venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact.
10. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:
  1. Sh. Asha Ram Sihag, Email: arsihag@gmail.com Mob: 9911558502
  2. Sh. Aditya Prakash Mishra Email: apmishra53@gmail.com Mob: 9560625666

## 2.34 Earnest Money Deposit

Bidders are required to give a EMD in the form of Bank Guarantee as mentioned above drawn in favour of Punjab & Sind Bank and payable at New Delhi, (valid for 225 days from the date of opening of the Bids) for amount highlighted in invitation section as Earnest Money Deposit (EMD) along with their offer. Offers made without EMD will be rejected.

Bank will not pay any interest on the EMD. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Punjab & Sind Bank or by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Bank is essential. The BG should be valid for 225 days from the date of submission of the offer. The format of BG is enclosed as Annexure 3. The EMD will not carry any interest.

In case of Unsuccessful Bidders, the Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws their tender before processing of the same.
- The bidder withdraws their tender after processing but before acceptance of “Letter of appointment” issued by Bank.
- The selected bidder withdraws their tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- If successful bidder fails to execute the contract/SLA within stipulated time, The EMD will be refunded to the successful bidder, only after furnishing an unconditional and irrevocable Performance Bank
- Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 12 (Twelve) months.
- The unsuccessful bidders, only after acceptance of the “Letter of Appointment” by the selected bidder.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month’s notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract.

This clause is applicable, if for any reason, the contract is cancelled:

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

**Bid Securing Declaration:** The Bidders which are exempted from furnishing EMD shall submit a Bid Securing Declaration in a sealed envelope as per Annexure 6.

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.

- a. The Bid Securing declaration will be executed, and bank will take action as per bid security declaration, if the bidder:
  - i. Fails to honour 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 execute the SLA/Contract within stipulated times.
- 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.
- c. 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 Bank regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

### **2.35 Commercial**

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure 13 are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which consultancy services/ Hardware/ Software application have been availed during the contract period. The Bank reserves the right to initiate implementation of any new module or upgrade existing module of proposed solution during the period of contract and the bidder shall provide the services if the Bank so desires at mutually agreed rate. The Bank shall also have the right to cancel any of the items which have been mentioned in the Annexure 13.

Description of the envisaged scope is enumerated as part of Scope of Work of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Commercial bid (Bill of Materials) mentioned in Annexure 13.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

## Chapter 3

### QUALIFICATION CRITERIA

The Bank will examine the Eligibility Criteria compliance of each Bidder as per the below tabulated criteria of this RFP. The Bidder(s) who satisfy the eligibility criteria conditions shall be considered for the next phase of evaluation viz. Technical Evaluation.

The Bidder is required to meet all the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

#	Eligibility Criteria	Supporting Documents
1	Bidders should be a Government Organization/PSU/PSE/LLP/ partnership firm or a Limited Company Registered in India under Companies Act, 1956 or applicable Act.	Certificate of Incorporation & Commencement of Business (applicable for Public Ltd. Companies). A certified copy of the same are required to be submitted with the Bid.  Registration Certificate along with the latest partnership deed in case of partnership firm should be submitted.
2	Bidder should be in existence of providing consultancy services for five years as on the date of the RFP. (In case of mergers/acquisitions /restructuring or name change, the date of establishment of earlier/original Government Organization/ PSU/ PSE/ LLP/partnership firm or a Limited Company can be taken into account).	Certificate of Incorporation and relevant supporting documents i.e. work order with relevant scope of work.
3	Bidder should have a minimum turnover of at least Rs. 250 crores in each of the past three financial years i.e. 2020-21, 2021-22 and 2022-23 from Indian operations.	Copy of the audited Balance Sheet and Certificate of the Chartered Accountant for preceding three years FY 2020-2021 FY 2021-2022 FY 2022-2023  CA certificate regarding turnover needs to be furnished.
4	Bidder should have made profit in last three years i.e. 2020-21, 2021-22 and 2022-23. Profit before taxes will be considered.	Copy of the audited Balance Sheet and Certificate of the Chartered Accountant for preceding three years FY 2020-2021 FY 2021-2022 FY 2022-2023  CA certificate regarding operating profit needs to be furnished.
5	Bidder should have a positive Net Worth in the last 3 years i.e. 2020-21, 2021-22 and 2022-23.	Copy of the audited Balance Sheet and Certificate of the

#	Eligibility Criteria	Supporting Documents
	(Net-worth means the tangible net worth of the bidder)	Chartered Accountant for preceding three years FY 2020-2021 FY 2021-2022 FY 2022-2023  CA certificate regarding net-worth needs to be furnished.
6	The Bidder should not be blacklisted / barred / disqualified by any PSU/ PSB/ regulator /statutory body in India as on the date of submission of this RFP. An undertaking to this effect is to be submitted by the bidder.	Self-declaration duly signed by authorized signatory
7	The Bidder should have prior experience in performing consultancy services comprising of Current State Assessment or strategy or vendor evaluation and selection CASA Back Office for Customer On-boarding solution in at least one Schedule Commercial Bank in India with at least 500 branches. <i>Completed or On-going projects would be considered</i>	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from the Bank.
8	The Bidder should have prior experience in performing consultancy services comprising of Project Management/ technology roll-out for CASA Back office for customer On-boarding solution in at least one Schedule Commercial Bank in India with at least 500 branches. <i>Completed or On-going projects would be considered</i>	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from the Bank.
9	The bidder should have an office in New Delhi/National Capital Region(NCR) so that the representatives can be called for discussions and clarifications etc. on a short notice.	Please provide New Delhi office address, point of contact, telephone number, email id
10	In order to avoid conflict of interest, Bidder should not be implementers / solution providers / partners / system integrators for implementation of any of the applications in the Bank. (The bidder should submit a letter of undertaking to this effect)	Self declaration should be submitted duly signed by the Authorised signatory
11	Bidder should be individual organization. Consortium is not allowed	Self declaration should be submitted duly signed by the Authorised signatory
12	The Director or Employee of the bidder deputed to Bank project should not have been convicted or charged or alleged under Indian law in any corruption / malpractices cases while being in with current or previous firm	Self declaration should be submitted by the bidder signed by the Company Secretary OR If Company Secretary is not available, Board resolution to be submitted. (Minutes of

#	Eligibility Criteria	Supporting Documents
		the board resolution with signature from all Board members to be enclosed)
13	If the declaration/any documents given by the vendor is found to be false at later date, Bank reserves the right to disqualify the vendor or cancel the contract.	Self declaration should be submitted duly signed by the Authorised signatory
14	Bidder should have team size of at least 100 employees who have worked in IT consultancy project.	Self declaration should be submitted duly signed by the Authorised signatory

**Note:**

1. Documentary evidence must be submitted for each criterion.
2. Public Sector / Scheduled commercial banks include RBI and do not include Cooperative Banks, RRB These Banks refer to Banks in India only.

## Chapter 4

### TERMS AND CONDITIONS

#### 4.1 Contract Period

The period of contract is 12 months from the date of acceptance of PO. If due to any circumstances period of the project is extended the Consultant will complete the work at no added cost.

#### 4.2 Payment Terms

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed professional fees to the Consultant (for which contract will be executed) in stages on completion of the activities as per the phases defined in the scope of services under the RFP. No advance payment will be made.

The criterions mentioned below are only for the payment of the professional fees. The Consultant shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work. Payment will be based on the phases covered and on the basis of Milestone achievement of the project.

Payment Terms are as follows:

Phase	Activity	% of Payment	Milestone
Phase I	Current State Assessment & RFP Preparation ( <i>not more than 20% of total cost</i> )	90% of Phase I Cost	On submission of final draft RFP accepted by Bank.
Phase II	Vendor Evaluation, Selection & Contract finalization ( <i>not more than 35% of total cost</i> )	90% of Phase II Cost	On Execution of Contract with H1 bidder as above.
Phase III	Project Management ( <i>not more than 45% of total cost</i> )	70% of Phase III Cost	Go-live of all phases as decided is SI RFP.
		30% of Phase III Cost & 10% each of Phase I&II	Completion of project i.e. after stabilization of CASA Back Office project.

#### 4.3 Liquidated Damages

The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the consultancy company / firm shall be liable to pay the Bank as liquidated damages at the rate of 1% per week of the total contract value for delay in completion of each phase with maximum limit of 10% of contract value. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the consultants either as per the Contract, executed between the Bank and the vendor pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the vendor.



#### **4.4 Indemnity**

The Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence on the part of the bidder during project. To safeguard Bank's rights the bidder has to execute NDA (Annexure 9) along with the contract.

#### **4.5 Publicity**

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

#### **4.6 Accountability**

IT Consultant is accountable on its part for any advice and /or for any service rendered to the Bank, keeping in view of ethical business, professionalism and the fact that such advice / service is being rendered for a consideration, as per the terms of the RFP/ contract.

#### **4.7 Vicarious Liability**

The vendor is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things, done by their employees, agents, contractors, subcontractors etc., which are within and outside the scope of power vested or instructions issued by the BANK. The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by the Bidder alone and the BANK shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Vendor's employee, agents, contractors, and subcontractors. The Bidder agrees to hold the Bank its successors, Assignees and Administrators fully indemnified and harmless against loss or liability of whatsoever nature caused to the BANK, claims actions or proceedings, if any, that may arise from the action of its employees, agents, contractors, subcontractors etc. The written demand by the BANK as to the loss / damages shall be final, conclusive and binding on the Bidder and the Bidder shall be liable to pay on demand without any contestation / demur the actual amount of such loss / damages caused to the Bank.

#### **4.8 Conflict of Interest**

The Consultant shall avoid any conflict of interest while discharging contractual obligations and bring before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering any advice or service.

The Consultant must act, at all times, in the interest of the Bank and render any advice / service with professional integrity. AIT Consultant is expected to undertake any advice/ service / project, only in area of its expertise and where it has capacities to deliver efficiently advice/ service to the Bank.

#### **4.9 Force Majeure**

“Neither Party” will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, explosion, war, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a written notice within 15 days as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold discussions in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.”

#### **4.10 Resolution of Disputes**

Punjab & Sind Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

In case of non- settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator mutually appointed by the Parties. However, in case of non-consensus on sole arbitrator within 30 days, each party will appoint one Arbitrator each. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The award will be recorded in writing, along with the reasons there for. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The expenses / fees of all three arbitrators & arbitration proceedings on this account shall be borne by the Bidder.

#### **4.11 Privacy and Security Safeguards**

The successful 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 successful Bidder under this contract or existing at any Bank location. The successful 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 successful 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 successful Bidder under this contract or existing at any Bank location.

#### **4.12 Confidentiality**

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

- a. relates to the Disclosing Party;
- b. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential; or
- c. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants;
- d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof;
- e. “Confidential Materials” shall mean all tangible / intangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes or any electronic form, whether machine or user readable;
- f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years;
- g. Nothing contained in this clause shall limit the Successful Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Successful Bidder shall at no point use the Bank’s confidential information or Intellectual property.

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

- a. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of Core Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and

contractors is in accordance with the terms and conditions and requirements of this Agreement

or

- b. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

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

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

The Receiving Party who receives the Confidential Information and materials agrees that on receipt of a written demand from the Disclosing Party:

- a. Immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
- b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
- d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this clause have been fully complied with.

The restrictions in the preceding clause shall not apply to:

- 1. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this Agreement); or any information which

is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

2. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
3. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this Agreement.
4. The confidentiality obligations shall survive the expiry or termination of the Non-disclosure Agreement (As per Annexure 9) between the Successful Bidder and the Bank and for a further period of two years thereafter.

The bidder and Bank should execute (a) Contract, which would include all the service and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement. The bidder should execute the contract, SLA and NDA within 15 Days from the date of acceptance of the Purchase Order.

#### **4.13 Execution of Contract, SLA and NDA**

1. The bidder and Bank should execute (a) Contract, which would include all the service and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement. The bidder should execute the contract, SLA and NDA within 15 Days from the date of acceptance of the Purchase Order. The NDA format is enclosed as Annexure-9 NDA Format.
2. **Substitution of Project Team Members:** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that
3. such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.
4. **Professionalism:** The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics while executing the assignment.
5. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
6. The Bank reserves the right to conduct an audit (including IS Audit) ongoing audit of the services and Software and Hardware provided by the bidder through an Internal and External Auditors (Cert-In Empanelled)

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

8. EXPENSES: It may be noted that Bank will not pay any amount/expenses/charges/fees/travelling expenses /boarding expenses/lodging expenses/conveyance expenses/ out of pocket expenses other than the "Agreed Professional Fee" plus applicable taxes.

9. Deduction of TDS: Bank will deduct TDS at applicable rates as per relevant law for all the services provided with reference to the RFP.

10. The bidder cannot change the people assigned to particular piece of work till such work is complete unless consented in written by the Bank. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

11. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward/ downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

12. Self-Audit will be done by Vendor and provide the certificate to Bank.

#### **4.14 Applicable Law**

The contract shall be interpreted in accordance with the laws prevalent in India.

#### **4.15 Bidder's Integrity**

The bidder/ Consultant is responsible for and obliged to conduct all contracted activities in accordance with the contract using state of the art methods and economy.

#### **4.16 Bidder's Obligations**

The bidder/ Consultant is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities. The bidder/ Consultant is responsible for managing the activities of its personnel or its representatives and will hold itself responsible for any misdemeanours.

The bidder/ Consultant is under obligation to provide consultancy services as per the contract. The bidder/ Consultant will treat as confidential all data and information about the Bank, obtained in the execution of their responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

#### **4.17 Project Management**

The Bank and the bidder will nominate 1 Project Manager and 2 Senior Resource immediately on acceptance of the work order. For escalation purpose, details of other persons will also be given. The bidder cannot change Project Manager and these 2 Senior Resources during entire period of execution of the scope unless consented in written by the Bank.

#### **4.18 Professionalism**

The Consultant should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics while executing the assignment.

#### **4.19 Use of Contract Documents and Information**

The bidder/ Consultant shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence & shall extend only as far as may be necessary for purposes of such performance. It would be primary responsibility of the bidder to ensure confidentiality of the information by its employees.

The bidder/ Consultant shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the bidder's performance under the Contract if so required by the Bank.

#### **4.20 Termination for Convenience**

The Bank, by written notice of 15 day sent to the bidder/ Consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

#### **4.21 Contract Amendment**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

#### **4.22 Corrupt or Fraudulent Practices**

As per CVC directives it is required that bidder/ Consultant observes the highest standard of ethics during the selection of Consultant and execution of such contracts. In pursuance of this policy;

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
- and
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection 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 will 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 will 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 a contract.

#### **4.23 Non-Payment of Professional Fees**

If any of the items/activities as mentioned in the price bid and as mentioned in scope of work are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the bidder in the Price Bid against such activity/item. Before starting an activity, approval of Bank shall be obtained.

#### **4.24 Assignment**

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

#### **4.25 Subcontracting**

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

#### **4.26 Workspace for Carrying out Activities**

The key persons identified by the Consultant for the project should carry out their activities from Head Office / Project Office, New Delhi or any other suitable location as provided by the Bank.

#### **4.27 Substitution of Project Manager/ Senior Resources**

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Consultant, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments(including past payments and payment made in advance) made by the Bank to the Consultant during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as liquidated damages. However, the Bank reserves the unconditional right to insist the Consultant to replace Project Manager or Senior resources with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP. Bank may allow any such substitution of key staff only with its written consent with similar experience & expertise.

#### **4.28 Adherence to Standards**

The Consultant should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Consultant.



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

#### 4.29 Adherence to Terms and Conditions:

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

#### 4.30 Other Terms and Conditions:

The Bank reserves the right to:

- a. Reject any and all responses received in response to the RFP
- b. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- c. To negotiate any aspect of proposal with the bidder and negotiate in case of single bidder only.
- d. Extend the time for submission of all proposals.
- e. Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- f. Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- g. Interview the personnel being deployed on the project

#### 4.31 Service Levels & Penalties

The applicable service levels and penalties are as below:

Phases	% of Payment as per term	Criteria for applying penalty while releasing the payment
Phase – I	90% of Phase I Value	Submission of draft RFP as acceptable to Bank's Management within a period of 2 month (from the date of issuance of work order) after deducting penalty @1% per week of delay if applicable subject to maximum 10 % of Phase - I value.
Phase – II	90% of Phase II Value	Successful completion of Phase -II i.e. On execution of the Contract/Agreement/Master Services Agreement (MSA) with the selected Bidder/Vendor/SI after deducting penalty@1% per week of delay if applicable subject to maximum 10 % of Phase II Value.
Phase –III	70% of Phase III	Successful completion of i.e. go-live of all phases as decided in SI RFP after deducting penalty@1% per week of delay if applicable subject to maximum 10 % of Phase II Value.

	30% of Phase III +Remaining amount 10% each of Phase I&II.	Successful completion of Phase -III i.e. Completion of project (after stabilization of CASA Back Office Project) i.e. after deducting penalty@1% per week of delay if applicable subject to maximum 10 % of Phase II Value.
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*T is the date of acceptance of Work Order*

#### **4.32 Reporting & Governance**

Service Details	SLA Measurement	SLA	Penalty
<b>Resource Availability</b>	Attendance Project Manager & Senior Resources. Minimum attendance level in any month is 90% of each resource.	90%	Penalty shall be 0.5 % of project cost for every 2% default or part thereof below the agreed threshold

#### **4.33 Penalties**

The Bank reserves the right to recover the penalty from any payment to be made under this contract. The penalty would be deducted from the payouts. For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value.

#### **4.34 At-Risk Amount**

The monthly At-Risk Amount ('ARA') shall be 10% of the estimated monthly payout of the respective month. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% (ten per cent.) of the contract value.

#### **4.35 Performance Bank Guarantee:**

Performance Bank Guarantee by Successful Bidder:

4.35.1. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Punjab & Sind Bank) as per the format mentioned in Annexure-5, for 10% of TCO (total cost of ownership) for the entire period of the contract i.e. 12 months, with a claim period of 180 days and such other extended period as the Bank may decide for due performance of the project obligations.

4.35.2. The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the purchase order or signing of the contract whichever is earlier in the format as provided in Annexure-5, for 10% of TCO for the entire period of the contract i.e. 12 months with a claim period of 180 days and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Punjab & Sind Bank.

4.35.3. In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Apart from this, Bank shall be entitled to appropriate any amount pending for payment to the selected bidder for non-

achievement of milestone/s set under the agreement for any reason not attributable to the Bank.

4.35.4. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

4.35.5. If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and suspend the bidder from participating in future tenders of Bank for 2 years.

4.35.6. Successful Bidder shall sign the Bid Security Declaration accepting that if they withdraw or modify their bid during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit performance security before the deadline, they will be suspended for the period of 2 years from being eligible to submit bids for any contract of the Bank.

#### **4.36 Security:**

1. The Consultant should have sufficient resources to handle all regulatory cyber security guidelines.
2. The Consultant shall be able to conduct Risk assessment of the envisaged data & Digital platform and risk profile creation of the new digital products on a continuous basis.
3. The Consultant shall study and recommend on best in class security features in line with Bank's IT and IT security policies and industry best security practices (RBI Circular Dated 2nd –June-2016 on Cyber Security frameworks in Banks, PCI DSS, PA DSS, ISO 27001, ISO 22301, like 3-tier architecture, UAT/Development/backup setup, etc. Design and Implement Regulatory Compliance, devise a mechanism for Periodic review of Compliance Status and prepare SOPs.
4. The Consultant shall be able to integrate with existing Cyber Security Operation Centre (CSOC) and security tools and recommend appropriate security practices in the design at all levels.
5. The Consultant shall continuously monitor the open observations (VA/PT, Patches, other observations etc.) and follow the steps for closure as per Bank's defined timelines. The Consultant should consider Application security Testing and Vulnerability Assessment must be conducted from Cert-In empanelled vendor. All the reported vulnerabilities must be closed before going live.
6. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases, and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated).
7. The Bank has the right to vendor risk assessment, get monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

#### **4.37 Termination of Contract:**

The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 90 days' notice period) and recover expenditure incurred by the Bank on the following circumstances:

1. The selected bidder commits a material breach of any of the terms and conditions of the contract.
2. The bidder goes into liquidation voluntarily or otherwise.
3. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
4. Termination if progress regarding the execution of contract by the bidder is not as per SLA, Timelines, scope of the RFP or if any material breach of contract.
5. Deduction on account of liquidated damages exceeds 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform as per the SLA, terms, conditions, and timelines as mentioned in RFP or delays execution of the contract, the Bank shall give a 30 days cure period. Thereafter, if the selected bidder does not perform as per the SLA, terms, conditions, and timelines as mentioned in RFP or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank incurs to carry out the bidding process and if any, here, escalation of bidding price for the execution of the balance of the contract to be borne by Bidder. However, this cost is capped to 5% of the contract value. This clause is applicable if for any reason the contract or a part of the Contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract.

In case of any termination of the contract, the Bidder shall be paid for all the services/ products provided by the Bidder until the date of termination after deducting any penalties, Liquidated damages and/or invoking PBG. In the event of termination by the Bank, the Bidder shall be paid for the services till the date of termination.

**Chapter 5**  
**ANNEXURES**

**ANNEXURE 1: Format for RFP Covering Letter**

RFP Reference No.:

To:

Deputy General Manager  
Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,  
21, Rajendra Place,  
New Delhi - 110008

Dear Sir,

1. Having examined the RFP Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer IT Consultancy services for your bank in conformity with the said RFP Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this RFP.
2. We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.
3. If our Bid is accepted, we undertake to abide by all terms and conditions of this RFP and also to comply with the delivery schedule as mentioned in the RFP Document.
4. We agree to abide by this RFP Offer for 180 days from date of RFP submission and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by 2024

Sign & Stamp of Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

## ANNEXURE 2: Bidder's Information

#	Particulars	Details
1	Name of the Bidder	
2	Constitution and year of establishment	
3	Registered Office/Corporate office/Mailing Address	
4	Names & Addresses of the Partners / Directors	
5	Contact Person(s): Name Telephone Fax E-mail	
6	Number of years of experience in IT Consultancy services.	
7	Describe Project Management methodology for the proposed project implementation, clearly indicating about the composition of various teams.	
8	Describe project Methodology and Standards to be used for The Project	
9	Indicate Project Plan with milestones and the time frame of completion of different activities of the project.	
10	List of Deliverables as per the 'Scope of Work'.	
11	Have you done similar type of Project for any commercial Bank on a large scale? If yes, please give details of the same including the details of services and the scope.	
12	Specify that Consultants who would be involved in the Project and their certifications	
13	Any other related information, not mentioned above, which the consultancy firm wish to furnish.	

### DECLARATION

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Dated this.....by2024

Sign & Stamp of Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

### **ANNEXURE 3: Performa for Bank Guarantee for Earnest Money Deposit**

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid upto: XX.XX.XXXX Amount of Bank Guarantee: Rs.5 Lacs.

To,  
Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,  
21, Rajendra Place,  
New Delhi - 110008

THIS DEED OF GUARANTEE made at ..... this .....day of between Bank of..... a banking company having its office at \_\_\_\_\_ hereinafter referred to as 'the Bank' of the One Part and Punjab & Sind Bank a New Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 having its Head Office at 21 Rajendra Place, Delhi 110023, hereinafter called the Beneficiary, of the other Part.

- a. Whereas the Beneficiary had invited RFP for \_\_\_\_\_ vide RFP No. \_\_\_\_\_
- b. One of the terms of the RFP is that bidder are required to give a EMD drawn in favour of beneficiary and payable at Delhi, (valid for 225 days from the date of Bid Submission) for Rs. XX lakhs (Rs. XX lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Scheduled Commercial Bank, valid for 225 days from the date of Bid Submission.
- c. M/s ..... hereinafter referred to as the said 'Contractors' have given their offer for IT Consultancy to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
- d. At the request of the said M/s..... the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said RFP and in consideration of the premises the Bank hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. XX.XX Lakhs (Rupees XX.XX lakhs only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said

contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of twelve months from the date hereof i.e. the guarantee shall be valid upto .....

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_(Rupees \_\_\_\_\_).
- b. This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put is seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr./Ms.....

For and on behalf of the Guarantor Do so and to affix the seal of the Bank,  
in the presence of .....



**ANNEXURE 4: Performa of Letter for Complying with Terms & Conditions of RFP**

Tender Reference No:

Date

To:

Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,  
21, Rajendra Place,  
New Delhi - 110008

Further to our proposal dated \_\_\_\_\_ in response to the RFP Document (hereinafter referred to as "RFP DOCUMENT") issued by Punjab & Sind Bank ("Bank") we hereby covenant, warrant and confirm as follows:

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

Dated this.....by 2024

Sign & Stamp of Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

**ANNEXURE 5: Format for Performance Bank Guarantee**

**(ON A NON-JUDICIAL STAMP PAPER AS APPLICABLE)**

Tender Reference No:

Date

To:

Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,  
21, Rajendra Place,  
New Delhi - 110008

Bank Guarantee No. Bank Guarantee Amount Expiry Date

Claim Period

Dear Sir,

**GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT**

THIS GUARANTEE AGREEMENT is executed at \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ BY: \_\_\_\_\_ Bank, a body corporate constituted under \_\_\_\_\_, having its Registered Office/Head Office at \_\_\_\_\_, (Here in after 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 Head/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 \_\_\_\_\_ 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 the service from M/s..... has agreed to provide to the Bank, the Services \_\_\_\_\_, more particularly described in the Schedule/Annexure to the said documents, subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favor of the Bank, from a Bank acceptable to the Bank for a sum of Rs..... (Rupees... Only) for the faith full

observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement/the said documents.

ANDWHEREAS at their quest of the Vendor, the Guarantor has agreed to issue the Guarantee in favour of the Bank for a sum of Rs. .... (Rupees... Only).

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

NOW THEREFORE THIS AGREEMENT WITNESSE AS FOLLOWS:

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

1. The guarantor here by agrees and guarantee that the Vendor shall faith fully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.
2. The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Bank at its office at New Delhi forthwith, and all monies payable by the Vendor to the extent of Rs.....against any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement/said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
3. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless itis 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 have been titled 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 15 months from the date of signing of 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. Not with standing anything contained herein above:
- i. Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_(Rupees \_\_\_\_\_ only)
  - ii. This Bank Guarantee shall be valid up to.....
  - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before (mention validity period +claim period)

IN WITNESS WHERE OF the Guarantor has caused these presents to be executed on the day, month and year first here in above written as here in after appearing.

SIGNED SEALED AND DELIVERED BY the within named Guarantor (Vendor Bank),  
by the hand of Shri. \_\_\_\_\_, its authorized official.

**ANNEXURE 6: Certificate for RFP Application Fee Waiver for MSME/ NSIC Firms**

(On Letter head of Chartered Accountant)

Date:

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2022/2023. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name Signature Name Reg.No. VID No.

**ANNEXURE 7: Format for Pre-Bid Queries**

<b>RFP Reference</b>					
<b>Bidder's Name</b>					
<b>#</b>	<b>Page #</b>	<b>Point/ Section #</b>	<b>Main Section Name</b>	<b>Clarification Point as stated in Tender document</b>	<b>Comment/ Suggestion</b>

## **ANNEXURE 8: Guidelines, Terms & Conditions & Process Flow for E-Procurement Auction**

### **Introduction:**

Bank intends to use E- Procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP. This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

### **1. Rules for E Procurement Auction (Reverse Auction):**

#### **a. APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. 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 as specified in Format-A.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

#### **b. ELIGIBILITY:**

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

#### **c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:**

- i. Acceptance of Rules for Reverse Auction and undertaking as per format in Format-A.
- ii. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- iii. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Format- B.

#### **d. TRAINING:**

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. 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.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

#### **e. DATE/ TIME FOR TRAINING:**

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. 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.

**f. DATE/ TIME OF REVERSE AUCTION:**

- i. 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.
- ii. 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'.

**g. CONDUCT OF REVERSE AUCTION:**

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled by the Bank.

**h. PROXY BID:**

- i. 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 detrimentally reached by other bidders.
- ii. 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.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.

**i. 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.

**j. MASKING OF NAMES:**

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

**k. START PRICE:**

Bidders will fill the unit cost of the line items mentioned in ANNEXURE L OF RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of ANNEXURE L OF RFP. This total value is taken as the start price of the bidding process.

**I. DECREMENTAL BID VALUE**

- i. 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.50,000/- (Bank may change this value and same will be communicated before reverse auction).
- ii. The bid decrement value shall be in multiples of Rs.50,000/-.
- iii. The web portal shall display the next possible decremental 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).
- iv. Decremental value will be appropriated across the line items of
- v. ANNEXURE L OF RFP proportionately by the system.



**m. REVERSE AUCTION PROCESS:**

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of 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.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per ANNEXURE L of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

**n. EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

**o. CHANGES IN BUSINESS RULES:**

Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

**p. OTHER INSTRUCTIONS:**

- i. 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.
- ii. 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.
- iii. Neither Bank nor service provider 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.

**q. ERRORS AND OMISSIONS:**

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 final and binding on all concerned.

## **2. Terms and conditions of Reverse Auction:**

- I. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- II. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- III. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- IV. Bank reserves the right to reject any or all the bids without assigning any reason whatsoever.
- V. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- VI. Bidding will be conducted in Indian Rupees (INR).
- VII. The bidder has to quote the total cost of services to arrive at the TCO.
- VIII. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- IX. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- X. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- XI. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP XX2023, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- XII. Only those bidders who are technically qualified and competent to provide the required services are only eligible to participate in Reverse Auction Process.
- XIII. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

## Format A – COMPLIANCE STATEMENT

(To be submitted by all the vendors participating in Reverse Auction)

Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,  
21, Rajendra Place,  
New Delhi - 110008

### DECLARATION

1. We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Banks RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab & Sind Bank in the RFP document including all Annexure and the Business Rules for Reverse Auction.
4. We shall participate in the online auction conducted by \_\_\_\_\_ Ltd. (auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
5. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. \_\_\_\_\_, 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.
7. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal :

Name

Designation within Company / Organisation

Company/ Organisation

Address of Company / Organisation

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

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

Verified above signature

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

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

**Format B – LETTER OF AUTHORITY FOR PARTICIPATION IN REVERSE AUCTION**

To,

Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,  
21, Rajendra Place,  
New Delhi - 110008

1. We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Bank's RFP dated \_\_\_\_\_ for providing services of \_\_\_\_\_.
2. 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.
3. As per the terms of RFP and Business rules, we nominate Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction.
4. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
5. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honour the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which Bank 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: \_\_\_\_\_

Designation of Authorized Representative: \_\_\_\_\_

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

Verified by: \_\_\_\_\_

Signature of Verifying Authority: \_\_\_\_\_

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

## **ANNEXURE 9: Non-Disclosure Agreement**

***(On stamp paper as applicable at place of execution)***

This Non-Disclosure Agreement is made and entered into at this \_\_\_ day of month \_\_\_\_ year at \_\_\_\_\_ BY \_\_\_\_\_ AND BETWEEN Punjab & Sind Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1980, & having its Head Office at Punjab & Sind bank, NBCC Office Complex 21 Rajendra Place, New Delhi – 110023, (hereinafter referred to as “Purchaser/Bank/Disclosing Party” which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of Consultant) of (please specify the registered office of the (Consultant) (hereinafter called “the Consultant/ System Integrator/Contractor/receiving party” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The bidder and Bank are hereinafter collectively referred to as “the Parties” and individually as “the Party “WHEREAS, Bank called for the bids as per RFP for \_\_\_\_\_ M/s \_\_\_\_\_ after going through the Bid Documents and being interested to act as Consultant as per RFP for \_\_\_\_\_, has submitted its Bid.

WHEREAS, the bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Consultant in their Request for Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

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

- i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- ii. make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- iii. restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- iv. Treat Confidential Information as confidential for a period of contract plus 2 years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive for 2 years after the termination/expiry of the agreement.

Confidential Information does not include information which:

1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
2. is the public domain

- I. is received from a third party not subject to the obligation of confidentiality with respect to such information.
- II. 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

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the bidder's personnel to be present on premises of Bank or may require the bidder's personnel to have access to computer networks or databases or information of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the bidder's personnel under such circumstances and to provide notice to the bidder's of the confidentiality of all such information. Therefore, the bidder agrees and undertakes that any technical or business or other information of Bank that the bidder's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, 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 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 Contract 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 Contract.

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

**Damages:** The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same

**Resolution of Disputes:** All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non- settlement of such dispute, the matter shall

be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

**Return of information:** Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

**Waiver Clause:** The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

**Relationship between parties:** This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

**Notice Clause:** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

Disclosing Party	Receiving Party
Representative name	Representative name
Address	Address
Email	Email
Phone number	Phone number

The provisions hereunder shall survive termination of the Contract.

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

For and on behalf of _____ Ltd.	For and on behalf of Punjab & Sind Bank
Designation	Designation

## **ANNEXURE 10: Pre-Contract Integrity Pact**

***(On stamp paper as applicable at place of execution)***

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 Contractor(s).

In order to achieve these goals, the Principal has appointed 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, 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 any kind whatsoever during the tender process or during the execution of the contract.



- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - 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.
5. 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.

6. 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.
7. 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.
8. 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 and on behalf of _____ Ltd.	For and on behalf of Punjab & Sind Bank
Designation	Designation
Place	Place
Date	Date
Witness: Name: Address:	Witness: Name: Address:

## ANNEXURE 11: Compliance to Eligibility Criteria:

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
1	Bidder should be a Government Organization/PSU/PSE/LLP/ partnership firm or a Limited Company Registered in India under Companies Act, 1956 or applicable Act.	Certificate of Incorporation & Commencement of Business (applicable for Public Ltd. Companies). A certified copy of the same are required to be submitted with the Bid.  Registration Certificate along with the latest partnership deed in case of partnership firm should be submitted.	
2	Bidder should be in existence of providing consultancy services for five years as on the date of the RFP. (In case of mergers/acquisitions /restructuring or name change, the date of establishment of earlier/original Government Organization/ PSU/ PSE/ LLP/partnership firm or a Limited Company can be taken into account).	Certificate of Incorporation and relevant supporting documents i.e. work order with relevant scope of work.	
3	Bidder should have a minimum turnover of at least Rs. 250 crores in each of the past three financial years i.e. 2020-21, 2021-22 and 2022-23 from Indian operations.	Copy of the audited Balance Sheet and Certificate of the Chartered Accountant for preceding three years FY 2020-2021 FY 2021-2022 FY 2022-2023  CA certificate regarding turnover needs to be furnished.	
4	Bidder should have made profit in last three years i.e. 2020-21, 2021-22 and 2022-23. Profit before taxes will be considered.	Copy of the audited Balance Sheet and Certificate of the Chartered Accountant for preceding three years FY 2020-2021 FY 2021-2022 FY 2022-2023  CA certificate regarding operating profit needs to be furnished.	
5	Bidder should have a positive Net Worth in the last 3 years i.e. 2020-21, 2021-22 and 2022-23.	Copy of the audited Balance Sheet and Certificate of the Chartered	

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
	(Net-worth means the tangible net worth of the bidder)	Accountant for preceding three years FY 2020-2021 FY 2021-2022 FY 2022-2023  CA certificate regarding net-worth needs to be furnished.	
6	The Bidder should not be blacklisted / barred / disqualified by any PSU/ PSB/ regulator /statutory body in India on the date of submission of this RFP. An undertaking to this effect is to be submitted by the bidder.	Self-declaration duly signed by Authorized Signatory	
7	The Bidder should have prior experience in performing consultancy services comprising of Current State Assessment or strategy or vendor evaluation and selection CASA Back Office for Customer On-boarding solution in at least one Schedule Commercial Bank in India with at least 500 branches. <i>Completed or On-going projects would be considered</i>	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from the Bank.	
8	The Bidder should have prior experience in performing consultancy services comprising of Project Management/ technology roll-out for CASA Back office for customer On-boarding solution in at least one Schedule Commercial Bank in India with at least 500 branches. <i>Completed or On-going projects would be considered</i>	Successful completion certificates or Credential Letters or Copy of Contract/Purchase order from the Bank.	
9	The bidder should have an office in New Delhi/National Capital Region (NCR) so that the representatives can be called for discussions and clarifications etc. on a short notice.	Please provide New delhi office address, point of contact, telephone number, email id	
10	In order to avoid conflict of interest, Bidder should not be implementers / solution providers / partners / system integrators for implementation of any of the applications in the Bank. (The bidder should submit a letter of undertaking to this effect)	Self declaration should be submitted duly signed by the Authorised signatory	

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
11	Bidder should be individual organization. Consortium is not allowed	Self declaration should be submitted duly signed by the Authorised signatory	
12	The Director or Employee of the bidder deputed to Bank project should not have been convicted or charged or alleged under Indian law in any corruption / malpractices cases while being in with current or previous firm	Self declaration should be submitted by the bidder signed by the Company Secretary OR If Company Secretary is not available, Board resolution to be submitted. (Minutes of the board resolution with signature from all Board members to be enclosed)	
13	If the declaration/any documents given by the vendor is found to be false at later date, Bank reserves the right to disqualify the vendor or cancel the contract.	Self declaration should be submitted duly signed by the Authorised signatory	
14	Bidder should have team size of at least 100 employees who have worked in IT consultancy project.	Self declaration should be submitted duly signed by the Authorised signatory	

Technology Consultation and implementation of RRBs, State Cooperative Banks will not be eligible to apply for this tender.

### **Declaration**

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for 180 days from the date of opening of price bid.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
6. We confirm that we have never been blacklisted/barred/disqualified by any regulator/statutory body
7. We confirm that neither us nor our subsidiaries are in the business of System Integration or hardware or software solution providers or implementation services or providing facilities management services.

8. We confirm that we have an office in New Delhi/National Capital Region (NCR) so that the representatives can be called for discussions and clarification etc.
9. We confirm the submission of all supporting documents as mentioned above.

Signature and Stamp of Authorized Signatory

Date

## ANNEXURE 12: Technical Evaluation Criteria

### Technical Evaluation Criteria

#	Parameter	Max. Marks	Scoring Methodology
<b>A.</b>	<b>CREDENTIALS</b>		
1	Should have prior experience in performing consultancy services comprising of Strategy/ Current State Assessment of CASA Back Office for Customer On-boarding solution (Ongoing or Completed)	15 marks	<p>10 marks- If current state assessment/ process digitization was undertaken for CASA Back Office for Customer On-boarding solution operations for a Scheduled Commercial Bank in India with at least 500 branches</p> <p>15 marks- If current state assessment/ process digitization was undertaken for CASA Back Office for Customer On-boarding solution operations for more than 1 Scheduled Commercial Bank in India with at least 1500 branches.</p> <p><i>Note: The references can be either of Current Account back office/process OR Savings Account back office/process.</i></p>
2	Should have prior experience in providing consultancy services for five years as on the date of the RFP. (In case of mergers/acquisitions /restructuring or name change, the date of establishment of earlier/original Government Organization/ PSU/ PSE/ LLP/partnership firm or a Limited Company can be taken into account). (Ongoing or Completed)	15 marks	<p>10 marks- If Contract/Purchase order from the Bank a Scheduled Commercial Bank in India with at least Rs 2 Cr</p> <p>15 marks- If Contract/Purchase order from the Bank a Scheduled Commercial Bank in India with at least Rs 5 Cr</p> <p><i>Note: The references can be either of Current Account back office/technology OR Savings Account back office/technology.</i></p>
3	Should have prior experience in performing consultancy services comprising of Project Management/ Technology roll-out for CASA Back Office for Customer On-boarding solution (Ongoing or Completed)	15 marks	<p>10 marks- If Project Management/ Technology roll-out was undertaken for CASA Back Office for Customer On-boarding solution for a Scheduled Commercial Bank in India with at least 500 branches</p> <p>15 marks- If Project Management/ Technology roll-out was undertaken for CASA Back Office for Customer On-boarding solution for more than 1 Scheduled Commercial Bank in India with at least 500 branches</p>



#	Parameter	Max. Marks	Scoring Methodology
			<i>Note: The references can be either of Current Account back office/technology OR Savings Account back office/technology.</i>
	<b>Sub-Total</b>	<b>45 marks</b>	
<b>B.</b>	<b>PEOPLE</b>		
1	The proposed Project Director/ Manager should have been involved in IT consultancy in areas like Current State Assessment, Process Re-engineering, IT Strategy, CKYC, PMO for Banking projects and should have had an overall consulting experience for at least 12 years	10 marks	10 marks- if the criterion is met for more than 2 areas in experience in scheduled commercial banks in India with at least 1500 branches 7 marks- if the criterion is met for 2 areas in experience in scheduled commercial banks in India. The bidder is required to submit a self-declaration along with the name of the clients where he / she has worked in the past. All past credentials of the individual will be counted irrespective whether the work done was in the existing organization or previous ones
3	The proposed Resources should have been involved in IT consultancy for any 2 areas like Current State Assessment, Process Re-engineering, PMO for Banking projects, Banking domain, IT technical architecture, Social Media Banking, Business Intelligence, CRM, CKYC, VKYC, CBS expert and should have had an overall consulting experience for at least 7+ years	10 marks	10 marks- if the criteria is met for 4 or more areas in experience in scheduled commercial banks in India with at least 1500 branches 7 marks- if the criteria is met for 2 areas in experience in scheduled commercial banks in India. The bidder is required to submit a self-declaration along with the name of the clients where he / she has worked in the past. All past credentials of the individual will be counted irrespective whether the work done was in the existing organization or previous ones
	<b>Sub-Total</b>	<b>20 marks</b>	
<b>C.</b>	<b>TECHNICAL PRESENTATION</b>		
1	Demonstration of in-depth understanding of the Bank project requirements through the technical proposal supplemented by Presentation & interactions.	35 marks	Subjective Evaluation
	<b>Sub-Total</b>	<b>35 marks</b>	
	<b>Grand Total</b>	<b>100 marks</b>	

Bidders should score at least 70% marks in the above criterion.

The evaluation/selection process will involve assessment of technical competence as detailed here below:

1. A maximum of 100 marks will be allocated for the technical bid.
2. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage.
3. The bidders scoring less than 70% marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage.
4. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short-listed.
5. In case, none of the participating bidders qualify on technical criteria by reaching or exceeding the cut-off score of 70%, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 60%. In case at least 2 participants are not found with score 60%, Bank reserves the right to cancel and Bank reserves the right to go in for retendering process, however this would be decided by the sole discretion of the Bank

### ANNEXURE 13: Commercial Bid Format

The commercial bid should contain the total project cost. Punjab & Sind Bank will not provide any reimbursement for travelling, lodging/ boarding, local conveyance or any other related expenses. The bidder has to quote for the fees based on the scope of work outlined in Scope of Work. All commercials quoted shall be exclusive of taxes.

#### Total Cost of Project:

Sr. No.	Scope Item	Amount (in Rs)	GST %	Amount (in Rs) inclusive of GST
1	Current State Assessment & RFP Preparation( <i>not more than 20% of total cost</i> )			
2	Vendor Evaluation & Selection( <i>not more than 35% of total cost</i> )			
3	Project Management & Monitoring( <i>not more than 45% of cost</i> )			
	Total Cost (Sr No. 1 to 3)			
4	Rate contract of Business Analyst per man-day			
5	Rate contract of Technical Analyst per man-day			
6	Rate contract of Project Manager per man-day			

#### Sign and Stamp of Authorised Signatory

## **ANNEXURE 14: BID SECURITY DECLARATION**

Punjab & Sind Bank  
Head Office, Operations Department,  
First Floor,  
21, Rajendra Place,  
New Delhi - 110008

Dear Sir,

We, the undersigned, declare that:

We, M/s..... (Herein referred as bidder) understand that, bids may be supported with a Bid Securing Declaration as per Annexure-14 of the RFP, therefore rather than submitting the Earnest Money Deposit Form. Bidders render the declaration that:-

Bank will proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (maximum up to EMD Value). In case of Execution of Bid Security Declaration, we, may be suspend for three (3) years from being eligible to submit our bids for any contracts with the Bank if we are in breach of our obligation(s) under the bid conditions, in case we:-

I. Fail to honour submitted bid; and/or

II. If the Bidder withdraws its bid during the period of bid validity; and/or

III. Fail to sign the contract in line with the terms of the RFP, and/or

IV. Fail to accept the correction of its Bid price pursuant to Clause 13.8; and/or

V. Fail to furnish performance Bank Guarantee in the format as per Annexure 13; and/or

VI. Fail to sign the contract and submit the Performance Bank Guarantee within 30 days of acceptance of

Purchase Order and/or VII. 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.

Bidder understand that this declaration shall expire if Bidder is not the successful Bidder and on receipt of Bank's/purchaser's Purchase order to another Bidder, or forty-five days after the validity of the Bid; whichever is earlier.

Dated

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

(Place):

(Name and address of the bidder)

(Company Seal)

## **ANNEXURE 15: UNDERTAKING FOR NON- BLACKLISTED**

To be furnished on issuing Company's letter head

The Deputy General Manager  
Punjab & Sind Bank,  
HO Operations Department,

Sir,

We, M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956/2013/duly registered firm under \_\_\_\_\_ with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by RBI/ IBA /Government / Government Agency / Banks / Financial Institutions in India during last 3 years.

This undertaking is submitted in response to the tender reference mentioned above,

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of the Company: