

PUNJAB & SIND BANK



REQUEST FOR PROPOSAL

FOR

SELECTION OF VENDOR(S) for Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

BID NO: PSB/HOIT/RFP/39/2024-25 dated /21/11/2024

**Head Office IT Department
2nd Floor,
Plot No. 151, Sector 44
Institutional Area, Gurugram -122003**

Table of Contents

Key Information.....	5
INTRODUCTION.....	8
CHAPTER 1 - INSTRUCTIONS TO BIDDERS	11
1.1 Cost of Tender	11
1.2 Language of the Bid.....	11
1.3 Bid Currency & Price Structure	11
1.4 Bid System Offer.....	11
1.5 Two Bid System:.....	12
1.6 Preparation of Bids:	12
1.7 Cost of Preparation	13
1.8 Normalization of Bids	13
1.9 Submission of Bid and communication	14
1.10 Late bids.....	14
1.11 Modifications and/ or Withdrawal of Bids	15
1.12 Earnest Money Deposit (EMD):.....	15
1.13 Performance Bank Guarantee (PBG).....	16
1.14 Contract Period:.....	17
1.15 Evaluation Process of the Bids.....	18
1.16 No commitment to accept lowest or any bid.....	25
1.17 Right To Accept Any Bid and To Reject Any OR All Bids/Cancellation of Tender process.....	25
1.18 Correction of Errors	25
1.19 Soft copy of tender document.....	26
1.20 Bid validity period	27
1.21 Pre-bid meeting	27
1.22 Amendment to RFP Contents.....	28
1.23 Disqualification	28
1.24 Fixed Price.....	28
1.25 Project Execution	28
1.26 Confidentiality of the Bid Document	28
CHAPTER 2- SCOPE OF WORK.....	29
2.1 Summary.....	29
2.2 Scope of Work	29
2.3 General Scope of Work	31

2.4 Bidder Obligations	34
2.5 Scope of Facility Management Services	36
CHAPTER 3 - TERMS AND CONDITONS	39
3.1 Implementation schedule:	39
3.2 Payment Terms	39
3.3 Payment of Software version control solution	40
3.4 Assignment & Subcontracting	40
3.5 Delays in the Bidder's Performance	41
3.6 Liquidated Damages	41
3.7 Order Cancellation	42
3.8 Consequences of Termination	43
3.9 Audit by Third Party	43
3.10 ACCESS THROUGH VIRTUAL PRIVATE NETWORK (VPN)	44
3.11 Service Level Agreement	45
CHAPTER 4 - LEGAL AND CONTRACTUAL	48
4.1 Dispute Resolution Mechanism	48
4.2 Jurisdiction & Governing Laws	49
4.3 Notices	49
4.4 Authorized Signatory	49
4.5 Force Majeure	49
4.6 Confidentiality	49
4.7 Ownership and Retention of Documents	50
4.8 Intellectual Property Rights	50
4.9 Intellectual Property Indemnity & Indemnity against Misuse of License	51
4.10 Legal Compliance	51
4.11 Conflict of Interest	53
4.12 Inspection of Records	53
4.13 Publicity	53
4.14 Solicitation Of Employees	53
4.15 Limitation of Liability	54
4.16 Signing of Pre-Contract Integrity Pact	54
4.17 Non-Disclosure Agreement	54
ANNEXURE – I	55
ANNEXURE – II	56

ANNEXURE - III	59
Annexure-IV	60
ANNEXURE-V	64
ANNEXURE-VI	65
ANNEXURE-VII	67
Annexure-VIII	72
ANNEXURE - IX	73
ANNEXURE – X	74
ANNEXURE - XI	75
ANNEXURE – XII	76
ANNEXURE – XIII	77
Appendix –A	80
Appendix-B	81
Appendix-C	82
Appendix-D	83
Appendix-E	85
Appendix-F	89
Appendix-G	94
Appendix-I	96
Appendix-J	97

Punjab & Sind Bank

Key Information

Particulars	Details
RFP Number and Date	PSB/HOIT/RFP/39/2024-25 dated 21/11/2024
Tender Title	Request for proposal Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.
Tender document / Participation Fee (Non Refundable)*	Rs. 10,000 + 18% GST (Non-refundable) should be submitted online only in favour of Punjab & Sind Bank before last date of bid submission in the following account: IFSC Code: PSIB0009004 Bank: Punjab & Sind Bank, Account No. 90045040070003 (14 digits) Punjab and Sind Bank IT (GST No. 07AAACP1206G3ZX) Proof of NEFT to be submitted at the time of physical bid submission.
Bid validity	180 days from the date of opening of the bid.
Performance Bank Guarantee	5% of total project cost.
Date of Publishing the tender on Bank's Website	21.11.2024
Last Date for submission of Pre-Bid Query	02.12.2024 12:00 Noon a) Pre bid queries should be submitted as per Appendix-C in MS- excel format. b) Queries must be mailed to hoit.tenders@psb.co.in only quoting tender reference number in the subject. Subject of the email should be given as "Pre-Bid Queries for PSB/HOIT/RFP/39/2024-25 dated 21/11/2024" . Queries reaching afterwards will not be entertained.
Date and Time for Pre-Bid Meeting	09.12.2024 03:00 PM Pre-Bid meeting will be held Online, and participants are requested to attend the meeting Online. Those who are interested in participating the Prebid meeting should share the participant details to hoit.tenders@psb.co.in Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.

Last Date and Time for submission of Bids	19.12.2024 04:00 PM
Date and Time of Opening of Bids	19.12.2024 04:30 PM
Date and Time of online Commercial Bids	To be notified later to the qualifying bidders only.
Place of Opening of Bids	Punjab & Sind Bank Head Office: HO IT, 2 nd Floor, Plot No. 151, Sector 44, Institutional Area, Gurugram -122003.
Contact Persons for any clarifications/ Submission of Bids	Mr. Anoop Kumar Shukla - Chief Manager (IT) Mr. Vikram Kapoor - AGM (IT)
Contact Numbers	+91-8130107509, +91-8447279690 hoit.tenders@psb.co.in
Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p> <p>3. This document can be downloaded from following website: https://punjabandsindbank.co.in/module/tender-list; www.eprocure.gov.in and https://psb.eproc.in</p> <p>Any Amendments, Modifications, Pre-Bid Replies, Clarifications & any communication etc. will be uploaded on the Bank's website (i.e. https://punjabandsindbank.co.in/module/tender-list & https://psb.eproc.in) No individual communication will be sent to the individual bidders.</p>
EMD (Bid Security)	Rs.4.25 Lac (INR Four lakh twenty five thousand) (Details mentioned in clause no. 1.12 (Earnest Money Deposit (EMD/Bank Guarantee in lieu of EMD)
<p>Information for Online Participating:</p> <p>This Tender will follow e-Tendering process which will be conducted by Bank's authorized e-Tendering Service Provider M/s C1 India Pvt. Ltd. through website: https://psb.eproc.in</p> <p>Following activities will be conducted online through the above website:</p> <ol style="list-style-type: none"> 1. Purchase of RFP document including all Annexures. 2. Addendums to the RFP. 3. Submission of Technical Bid & Commercial Bid by the Bidder. 4. Opening of Technical Bid & Commercial Bid by the Bank. 5. Announcement of results, if any. <p>Instructions:</p>	

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

* 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 Start-ups (recognized by DIPP) are exempted from submission of Participation Fee and EMD amount only. Relevant Certificates should be submitted by the bidder in this regard to avail exemption.

Note:

1. If any of the dates given above happens to be Holiday in Banks in Haryana, the related activity shall be undertaken on the next working day at the same time.
2. All Claims made by the Bidder will have to be backed by documentary evidence.
3. Bidders should submit bids well before time rather than waiting for the last moment to avoid any technical glitches or networking issues etc. at their end.
4. Bidders are requested to use a reliable internet connection (data cable / broadband) to safeguard themselves. The bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc. at bidder's end.
5. No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.
6. 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).
7. Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website (i.e. <https://punjabandsindbank.co.in/module/tenderlist> only. No individual communication will be sent to the individual bidder.

The tender document may also be downloaded from the Bank's official website also <https://punjabandsindbank.co.in>

INTRODUCTION

- ❖ Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, one of the nationalized banks of India, has a national presence through a widespread network of 1569 branches, 25 Zonal Offices, 32 Departments in Head Office, 3 Regional Clearing Centers and 12 Currency Chests all networked under Centralized Banking Solution. It also has a network of 1054 ATMs spread across the country including onsite and offsite ATMs. With more than 116 years of customer services, the Bank has a large, satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products.

- ❖ The bank currently employs three models of software development and delivery:
 1. Bank-owned Development: The bank's internal team is responsible for the development, compilation, and deployment of the software.

 2. Vendor-driven Development (On-site): Vendor teams develop, compile, and deploy software at the bank's premises.

 3. Vendor-owned Development (Off-site): Vendors develop software off-site and deliver compiled code or Docker images for deployment by the bank's internal team.

- ❖ This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Punjab and Sind Bank (hereinafter referred to as the 'BANK') to select a Vendor(s) / service provider for Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year. Detail of items have been given in below table.

Sr.No	Item	Quantity	Years
1	Annual Pricing (License fee) for 20 users (INR)	20	3
2	One-Time Installation and Configuration services	1	NA
3	FMS (Per month)	1	12 Months (1 Year)
4	Training for 20 officials	--	

For this purpose, The Bank invites bids as per the specifications as indicated in Technical Specifications and Scope of work (Chapter-2) mentioned in the RFP document. These prices shall remain valid for all orders placed with the selected vendor for the entire contract period and duly accepted by the vendor. The interested bidders are requested to send your Technical and Price proposal as per the enclosed formats. The methodology for submission of the proposals is enumerated in Chapter-1 (Instruction to the bidders). Terms and Conditions of Contract (TCC) are given in Chapter-3.

- ❖ This invitation of Bids is limited to vendor(s) having presence in India or their Authorized Representative in India, provided firms fulfill the minimum qualification criteria.
- ❖ The successful bidders would be selected, prices would be finalized through this RFP process and an agreement would be entered into with the successful bidder/s.
- ❖ Bank has executed Unlimited License Agreement (ULA) with ORACLE and the same will be provided by bank if required by Bidder.

Punjab & Sind Bank

DISCLAIMER

- The information contained in this Request for Proposal (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 document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. 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. The purpose of this RFP is to provide the Bidder(s) with information to assist in 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 is free to check the accuracy, reliability, and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- The bank reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Punjab & Sind Bank shall be final, conclusive, and binding on all the parties.
- This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

CHAPTER 1 - INSTRUCTIONS TO BIDDERS

1.1 Cost of Tender

The tender document may also be downloaded from the Bank's official website <https://punjabandsindbank.co.in>. The bidder downloading the tender document from the website is required to submit a non-refundable fee online as mentioned in Key-Information in favor of PUNJAB & SIND BANK, (Bank a/c details given in Key Information) before the last date and time of submission of bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that the amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP. The soft copy will also be available at www.eprocure.gov.in and <https://psb.eproc.in>.

1.2 Language of the Bid

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

1.3 Bid Currency & Price Structure

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

1.4 Bid System Offer

- a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The same person or a different person should be authorized who should have authority to quote. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b. The bidder shall submit his response to the present tender with the price which will contain the pricing information.
- c. Any effort by a Bidder to influence the Bank in evaluation of his bid, bid comparison or contract award decision would result in the rejection of the said bid. The Bank's decision in this case would be final and without prejudice and will be binding on all parties.
- d. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.

- e. **Bid documents shall be submitted in a Single sealed envelope, proof of online payment towards document cost of RFP, EMD/Bid Security Declaration and other required documents as mentioned in the tender and a sealed envelope containing Price**, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid documents should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages from the beginning of the submitted Bid Documents should be serially number numbered with the Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.
- f. The Bids containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the Bids. All details must be filled in.

1.5 Two Bid System:

This is two bid system which has following 2 parts:

Part A- Technical cum Eligibility Proposal: Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions. The format for submission of Technical Proposal is as per Appendix-A.

Part B- Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure- IX. The format for submission of Commercial bid is as per Appendix-B.

1.6 Preparation of Bids:

Part A – Technical cum Eligibility Proposal

- Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the Offer should be submitted.
- Technical cum eligibility Proposal should be submitted as per the format in Appendix-A. Relevant technical details and documentation should be provided along with Technical Proposal.
- It is mandatory to provide the compliance to the scope required by the bank.
- The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- The Bank shall not allow/permit changes in the technical/functional requirements once it is submitted.
- The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.

- The Technical Proposal should be complete in all respects and contain all the information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection. Masked Bill of Material which is not as per instruction will make Bid liable for rejection. Masked bill of material should be a replica of actual Bill of Material except that it should not contain any price information (with Prices masked). It should not provide any price information like, unit price, tax percentage, tax amount etc.

Part B – Commercial Bid

- Commercial Bid should be submitted as per instruction in Appendix-B.
- Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-IX**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- The bidder must quote the best competitive price in the commercial bid.
- The bid must be made in an organized and structured manner.

*Note: All Claims made by the Bidder will have to be backed by documentary evidence. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all the information required or to submit a Bid 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.

1.7 Cost of Preparation

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

1.8 Normalization of Bids

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

Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

1.9 Submission of Bid and communication

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 not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of Bids.

Bids duly sealed should be submitted, in person or through Courier Service at Bidder's Responsibility and in electronic form too using <https://psb.eproc.in>, on or before the last Date and Time for bid submission at the address mentioned below. Any other mode of submission, e.g. by fax, e-mail etc. will not be accepted. No Claim of any Bidder(s) shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, Bidder (s) are advised to submit their bid well before the scheduled time.

The Assistant General Manager (IT)

Head office IT,

2nd Floor, Plot No. 151,

Sector 44, Institutional Area,

Gurugram -122003.

E-mail: hoit.tenders@psb.co.in

Phone: +91-8130107509, +91-8447279690

Online bid submission is mandatory. The hard copies of bids of only those bidders who submitted bid documents online will be accepted. The hard copies of documents submitted should be same as submitted online. Bids will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the specified date, time and place of bid opening. No separate intimation will be given in this regard.

Bank reserves its right to cancel the order even after issuing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward or any reasons whatsoever. The decision of the Bank shall be final in this regard without disclosing any reason to any bidder or person.

1.10 Late bids

- a) Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected. However, in case of the specified date of submission of bids being declared a holiday for the bank, the bids will be received up to the specified time on the next working day.

- b) The bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.
- c) All such information will be published on Bank's website only. The bidders have to take note of it.

1.11 Modifications and/ or Withdrawal of Bids

1. Bids once submitted will be treated as final and no modification will be permitted. No Correspondence in this regard will be entertained.
2. The Bid should contain no alterations, erasures or overwriting. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially / conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
3. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
4. In the case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

1.12 Earnest Money Deposit (EMD):

1. Rs.4.25 Lac (INR Four lakh twenty five thousand as mentioned in the Bid Schedule by way of Bank Guarantee drawn on any Scheduled Bank in India (except Cooperative Bank, RRB & Punjab & Sind Bank) in favour of Punjab & Sind Bank, payable at Delhi.
2. The same should be valid for an additional 45 days beyond bid validity period. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS) sent to Punjab & Sind Bank, Sector 44 Branch, Gurgaon, IFSC PSIB0021509. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
4. Non submission of EMD leads to rejection of Bid.
5. All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body

specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption. Bid Security Declaration should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person as per Annexure-III.

6. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - a) If the bidder withdraws/amends the bid during the period of bid validity (180 days from the date of opening of bid).
 - b) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
 - c) The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
 - d) The bidder violates any of the provisions of the terms and conditions of this tender specification.
 - e) In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank.
 - Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.
 - The Execution of Bid Security Declaration/ Invocation of EMD may suspend participation of the Bidder in any tender in this Bank for three (03) years.
7. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security (PBG) and execution of Contract with the Bank.

1.13 Performance Bank Guarantee (PBG)

1. The successful bidder/s should submit a Security Deposit / Performance Guarantee as specified in Key Information within 30 days from the date of Purchase Order.
2. Security Deposit should be submitted by way of Bank Guarantee in favor of Punjab & Sind Bank payable at Delhi / Bank Guarantee may be obtained from any of the Scheduled Commercial Banks (except Cooperative Bank, RRB & Punjab & Sind Bank) for an amount of 5% of total project cost.

3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS) sent to Punjab & Sind Bank, Sector 44 Branch, Gurgaon, IFSC PSIB0021509. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
4. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank.
5. Security Deposit/Performance Bank Guarantee should be valid for 36 months with an additional 12 months as claim period.
6. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
7. The security deposit / bank guarantee will be returned to the bidder after one year of completion of Contract Period. If the Contract is extended, the selected bidder has to submit fresh PBG for 5% of the extended Contract value and period along with claim period and also execute fresh/extension of Contract with the Bank within 15 days from the date of issuance of Purchase Order for renewal.
8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.
9. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. It will be refunded to the selected bidder without interest, after he duly performs and completes the contract in all respects.

1.14 Contract Period:

The terms and conditions of purchase order and RFP (read with addendums/Corrigendum/Clarifications) shall constitute a binding contract.

The contract period for the project is 3 years and FMS shall be for one year only.

The bank may, at its sole discretion, extend the contract for a period of two durations of one year each or part thereof subject to satisfactory functioning of the successful bidder at the same terms and conditions and mutually agreed rates. The decision to further extend the contract with the same bidder shall be at the sole discretion of the Bank.

1.15 Evaluation Process of the Bids

1.15.1 Preliminary Scrutiny

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will determine the responsiveness of each Bid to the Bidding Document. For the purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee will be deemed to be a material deviation.
- d. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.
- e. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- f. If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the performance bank guarantee/ EMD.
- g. During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard

1.15.2 Eligibility Criteria Evaluation

Eligibility criteria to be met mandatorily by the bidders:

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
1.	Proof of Earnest Money Deposit	To be submitted along with the bid as per format enclosed in the RFP.
2.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	Copy of Certificate of LLP registration. (OR) Copy of registered Partnership Deed in case of Partnership Firm (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
3.	The bidder should have valid PAN and GST Registration in India	Copy of Valid PAN Card, GST Registration Certificates issued by competent authority in India
4.	The bidder or bidder's holding company should have average turnover of Rs.2.00 crore in the last 3 financial years i.e. 2021-22, 2022-23 & 2023-24. The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note to be submitted. This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2021-22, 2022-23 & 2023-24 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.
5.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 03 (three) financial years.	Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
6.	Bidder should have experience (Directly or Subcontracting) of Installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) at least two implementations in scheduled Commercial Banks.	Documentary proof relating to execution of the order is to be submitted with the RFP. Experience certificate to be Submitted from Banks/Main contractor as per Annexure IV.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
7.	The bidder should have positive Net Worth as on 31/03/2024.	The bidder must produce a certificate from the Company's Chartered Accountant with UDIN to this effect.
8.	The Bidder should have OEM - Authorized Manufacture Authorized Certificate for all Products to participate in RFP.	MAF on OEM's letterhead signed by authorized signatory.(As per Annexure IX)
9.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021) A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.	A self-declaration certificate should be on Bidder's letter head duly signed by the authorized signatory of the Bidder.
10.	In case bidder is already having association with Punjab & Sind Bank in the past 5 years or at present as a service provider in any project. The Bidder should not have any Service Level Agreement pending to be signed with the Bank or Project closure pending for more than 6 months from the date of issue of purchase order.	Bidder should submit satisfactory certificate from bank w.r.t timely delivery of project, support quality and technical expertise of manpower deployed.
11.	The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of the Bank.	Undertaking to be submitted duly signed by the authorised signatory of the Bidder.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
12.	<p>The bidder/OEM should not be from a country which shares a land border with India unless the bidder/OEM is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). bidder/OEM from a country which shares a land border with India means:</p> <ul style="list-style-type: none"> a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our CSP fulfill all the requirements in this regard and are eligible to participate in this RFP" to be 	<p>A self-declaration certificate should be on Bidder's letter head duly signed by the authorized signatory of the Bidder.</p>

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
	submitted in Company's letter head.	
13.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure-X.
14.	Labour Law Compliance	Undertaking to be submitted duly signed by the authorised signatory of the Bidder.
15.	Integrity Pact	Undertaking to be provided as per Appendix-F duly signed by the authorised signatory of the Bidder.
16.	Non-Disclosure Agreement	To be submitted as per Annexure-VII duly signed by the authorised signatory of the Bidder.
17.	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020 or any subsequent guidelines issued by (Govt./Regulatory authority from time to time.	Certificate of local content to be submitted as per Annexure-XI.

- ✓ Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- ✓ Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank's opinion it is found to be minor deviation or acceptable deviation.
- ✓ In case the input/ feedback received from the Customer is negative/ unsatisfactory, bank reserves the right to reject the Bid. Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies.
- ✓ Decision of the Bank on evaluation of bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders.
- ✓ It shall be the responsibility of the bidder to submit required documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.
- ✓ The Bank may use the services of external consultants for technical evaluation.
- ✓ **Relaxations of experience and turnover criteria for Start-up India registered companies. Eligibility criteria mentioned at SI No 4 to 6 in table above are relaxed for Startups subject to their meeting of quality and technical**

specifications. Bidder to note the followings:

1. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
2. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 4 to 5 in table above.
3. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

1.15.4 Opening of Price Bids/ Reverse Auction

The bidder must quote the best competitive price in the commercial bid. Please note the contents and comply with the requirements of the same. If required, Bank may go for reverse Auction, and bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event.

Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids / reverse auction.

The Bids will be evaluated as per criteria mentioned in this RFP document. Thereafter the Bank reserves the right of selection of vendor by rates quoted by the vendors in reverse auction (who are found eligible after evaluation of Bids). The procedure of reverse auction will be notified to the only technical qualified shortlisted bidders separately.

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

Abnormal low bid prices/predatory pricing

An abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to fulfil the contract at the offered price. In such cases, the Bank shall be within its absolute right to seek written clarifications from the bidder/s, including detailed price analysis of the bid price in relation to the scope, schedule, allocation of risks and responsibilities, and any other requirements as the Bank may deem necessary.

If, after evaluating the price analysis, Bank determines that the bidder/s has/have substantially failed to demonstrate its capability to deliver the contract at the offered price, bank may at its sole discretion:

- a. reject / cancel the bid/proposal after giving 7 days' notice to such bidder/s; and /or
- b. forfeit the bid security and/or invoke Bank Guarantee; and /or

- c. recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of Regulatory/ Government/Other authorities guidelines; and /or
- d. debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or
- e. circulate the list of such entities to member organization/s for circulation among members and/ or
- f. Circulate/publish the list of such entities, as deemed fit.

In the event of rejection/cancellation of any bid/s as above, the Bank shall also be within its absolute right at its sole discretion to award the contract to the next bidder/s in the ratio stated in the RFP.

1.15.5 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable, within the time frame stipulated by the Bank.

The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves the right to accept such an arrangement or reject the proposal outright. Proof of such contracts should be submitted to the Bank.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. The bank's decision about 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

1.15.6 Commercial Evaluation & Online Reverse Auction:

1. The commercial bids of only the technically qualified bidders will be opened.
2. In the commercial bid (**Appendix B**), 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.
3. The bidder must quote the best competitive price in the commercial bid.

1.15.7 Reverse Auction would be conducted amongst all the technically qualified bidders. The indicative prices are to fix the start price for on-line Reverse Auction. The shortlisted bidders shall be intimated the date and time for participating in the On-Line Reverse Auction. Bidder should be agreeable to accept the offer at the price

quoted in Reverse Auction. The business rules, terms and conditions of the reverse auction process shall be made available to technically qualified bidders, in case bidder is identified selected as L1 Bidder. Contract will be awarded to L1.

1.16 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

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

1.17 Right To Accept Any Bid and To Reject Any OR All Bids/Cancellation of Tender process

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

1.18 Correction of Errors

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.
- Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Bank.
- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- The Bank shall not incur any liability to the affected Bidder on account of such rejection.

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

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

1.19 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website <https://punjabandsindbank.co.in/>, www.eprocure.gov.in & <https://psb.eproc.in>. However, the 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 printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

1.20 Bid validity period

Bids shall remain valid for 180 (One Hundred Eighty) days from the date of submission of Bid. The Bank holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. The extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

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

1.21 Pre-bid meeting

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

For any clarification with respect to this RFP, the bidder may send an email to hoit.tenders@psb.co.in by last date of submission of queries as defined in **Key-Information** in this document. No queries will be entertained from the bidders after the above date and time.

If the meeting date is declared as a holiday under NI Act by the Government after issuance of RFP, the next working day will be deemed to be the pre-bid meeting day.

The format to be used for seeking clarification is mentioned in **Appendix-C (Pre-bid Query Format)**. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier. No oral or individual consultation will be entertained.

The bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the meeting.

The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available to all the bidders. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

1.22 Amendment to RFP Contents

At any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment. The amendment will be published on Bank's website & C1 India portal (<https://psb.eproc.in>) and will be binding on bidders. However, it is the bidder's responsibility to keep its communication channels (face-to-face, phone, fax, e-mail etc.) alive including observing Bank's website for latest development in this regard. The Bank will not be liable for any communication gap. To provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission.

The bank reserves the right to scrap the tender at any stage without assigning any reason.

1.23 Disqualification

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

1.24 Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

1.25 Project Execution

The entire project needs to be completed expeditiously. The Bank and the selected bidder/s shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder/s should have prior experience in implementing a similar project.

1.26 Confidentiality of the Bid Document

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

CHAPTER 2- SCOPE OF WORK

2.1 Summary

The Bank aims to setup standard application deployment platform / environment to leverage the latest technology stack and software development tools to deploy future ready and best in class applications for end-users as per industry standard.

Bank intends to procure 20 License of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years along with installation, integration and maintenance. The actual quantity of License may vary i.e. increase / decrease to the tune of +/- 20% as per the requirement of the Bank.

Procurement of 'Software Version Control Solution' along with 1 year of FMS, Contract may be extendable for further two years, on Bank's discretion and same terms and conditions, with the successful bidder

Bank, for this purpose, invites proposal from bidders who are interested in participating in this RFP, who fulfill the eligibility criteria.

2.2 Scope of Work

- 2.2.1 Complete Solution: The bidder shall provide complete services for the solutions under the scope including installation, implementation, integration, management, maintenance, support, audit compliance, knowledge transfer & training. The bidder shall coordinate with other stakeholders also for completion of activity. The proposed solutions must be integrated with existing bank infrastructure and Network.
- 2.2.2 Distributed Version Control: On-premise repository powered by Git and should support storage of different code versions, Integration with popular source code versioning tools to automate build, test and deployment of code changes after they are committed (as per deployment stage gates).
- 2.2.3 Branching and Merging: Proposed Solution should provide creation of branches for different features or releases, with the ability to merge them back into the main codebase after review and approval.
- 2.2.4 Commit History and Change Tracking: Proposed Solution should provide a detailed commit history, tracking every change made by developers, including who made the change, when, and why.
- 2.2.5 Automated Verification: Proposed Solution should automate the process of verifying that the correct version of the code is deployed in production with Quality standard, with no manual intervention required.
- 2.2.6 Integration with CI/CD Pipelines: Proposed Solution should allow us to Integrate seamlessly with DevSecOps tools and Continuous Integration/Continuous

Deployment (CI/CD) pipelines, automating the entire build, test, and deployment process. Repository manager for all binaries and libraries and should have Integration with CI/CD platforms.

- 2.2.7 Pipeline Maintenance: Creation and management of pipelines with representation of build execution, test execution, deployment status, errors, monitoring, etc.
- 2.2.8 Role-Based Access Control (RBAC): Proposed Solution should have capability to ensure that only authorized personnel can access specific parts of the version control system or the deployment environment.
- 2.2.9 Pre-Deployment Validation: Proposed Solution should ensure that the same approved and tested code is deployed to production by introducing checks and validation mechanisms before deployment.
- 2.2.10 Audit Logs, Reporting & Compliance: Should provide detailed logs of all activities within the system, enabling comprehensive auditing for compliance purposes. The solution deployment should be compliant with Bank's IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time also this solution should comply with all security certifications and regulatory requirements of the bank (VAPT, OS/Application/Database SCD, DLP, risk assessment, etc.) as per policy to ensure data consistency and data security. The proposed solution should be able to integrate with SIEM (RSA Netwitness at present), Active Directory/ LDAP/ PIM for user authentication or with any other solution/ tool as stated by the Bank to have control and visibility.
- 2.2.11 Backup and Rollback Capabilities: Proposed Solution should provide automated backup and rollback functionality to restore previous versions quickly in case of issues during deployment.
- 2.2.12 Scalability & Flexibility: The CI/CD platform should be able to scale and adapt to the changing needs of the software development process and architecture to suffice future growth. It should be able to support multiple programming languages, deployment targets, and third-party integrations. Review Apps and Performance Testing should be supported.
- 2.2.13 Monitoring & Analytics: Proposed solution should allow us for report creation, visualization and provide insights to builds, tests, deployment success and failure.
- 2.2.14 High Availability & 3 tier Architecture: Proposed solution should allow us to install, configure and commission the solution setup in Production DC, DR and UAT Environment with three tier architecture also it has capability DR to be made identical to DC and able to run with full load at any point in time. The bidder shall do quarterly DC and DR cutover for the solution running from DR and DC respectively and submit a report to the Bank. There should be Real-time replication between DC and DR w.r.t configuration changes and all types of logs. When the DC is active then all assets/Endpoints should report to DC and when solution is shifted to DR, all the assets shall report to DR site with all the configurations in place as that of DC site without any manual intervention at asset level/end user level. If replication is not

supported natively in application, bidder has to factor additional solution to comply the same.

- 2.2.15 Service Desk: Service Desk capabilities for managing interactions and providing support to users.
- 2.2.16 Migration in other Platform: Proposed solution should have the capability to migrate to any other infrastructure including private cloud and public cloud as per the bank's requirement without extra cost to Bank.
- 2.2.17 Assignment of Rights: Proposed Solution should mandatorily support to assigning rights to the Admin Users/ like read only, read + write (admin rights) etc.
- 2.2.18 Horizontal Scaling & Performance Tuning- Proposed solution allows tuning the Solution setting for performance improvement when handling large repositories or high-traffic environments. Also it should allow for scaling infrastructure by adding additional runners, servers and optimizing system performance for high workloads.
- 2.2.19 External Vendor Integration & API Integration: Proposed solution allow for complex multitenant configurations for managing different Workflow while maintaining security & compliance. It should also allow to configure and optimize Solution API Integrations with other internal or third Party tools(e.g. JIRA,Confluence,etc)

2.3 General Scope of Work

1. The selected bidder must provide 24x7 support to the Bank throughout the contract period, with an efficient escalation process and onsite technical support.
2. The successful bidder must provide an alert service for any problems with the service being unavailable. This can be in the form of SMS / E-Mails and should be sent to all concerned in the escalation matrix. The bidder should integrate with the Bank's SMS System / Email Service for sharing the alerts /email with the respective Team as per escalation matrix on a proactive basis
3. The successful bidder has to ensure on-site support for resolving all solution related issues, including re-installation, reconfiguration of OS, Middleware, database, storage and other required software for the proposed solution, during entire contract period.
4. The successful Bidder shall provide patches/updates, and upgrades during the contract period and implement the same without any additional cost to the bank.
5. As per regulatory guidelines the bank conducts VAPT of the solution on a yearly basis. The observation /vulnerabilities have to be closed by selected bidder as per bank policy.

6. The Proposed solution should be free from any kind of vulnerabilities and as and when vulnerabilities are notified by the bank, regulators, Govt. of India or any other Govt agencies, it should be patched within prescribed time.
7. Bidder should conduct comprehensive training sessions for bank's staff, including developers, security team, operations teams etc. to familiarize them with the newly implemented Software version control system. Training should include detailed documentation, guides, and resources to support ongoing learning and knowledge transfer, including best practices, troubleshooting guides, and tool usage documentation.
8. Bidder will be responsible for integrating the proposed Solution, being provided under this RFP, with the Bank's existing as well as future Security tools, as applicable, as per the requirement of the Bank, without any cost to the Bank during tenure of contract.
9. The bidder must have an arrangement with the OEM such that the bidder/Bank' SI/ Bank should be able to log a call with the OEM directly.
10. In case if the proposed solution is declared end of life/end of support during the contract period, the bidder shall do up gradation or replacement and implementation of the solution without any cost to the bank.
11. Proposed Solution should allow to design and implement the solution with industry best practices, covering areas such as code development, code repository and version management, vulnerability, scanning, security reviews, deployment, monitoring, operations, feedback, etc. also automated monitoring and alerting mechanisms via various modes but not limited to dashboard, server, email, SMS etc. should be integrated into the CI/CD pipelines to detect and respond to security incidents promptly utilizing relevant tools.
12. The Successful Bidder should provide the sizing of infrastructure required for deployment of the Software version control system including server, OS, DB.
13. The bidder shall be responsible for procuring all the licenses in the name of the bank for the solution including all tools required for implementing the solution and furnish the bank with all the licensed software/applications/tools developed or procured during the contract period. Bank shall not pay for Separate Licenses or Migration Cost in case of Movement from on-premises to Cloud or vice versa.
14. The Bank reserves the right to place additional order at the same rates and terms & conditions for Software version control license & FMS Manpower during the contract period.
15. Proposed solution must minimize the impact of single or multiple component/server/process/software failures in the production environment. It must ensure that the system can continue to operate without any significant disruption or downtime in the event of such failures. Ensure at least 99.50% for the proposed solution.

16. The integration process will seamlessly connect tools and platforms with the Bank's any Single Sign-On (SSO) solution. The platform must seamlessly integrate with the Bank's cyber security platforms, including the Security Operation Centre (SOC) and Security Incident Event Management (SIEM) systems, Endpoint Security, and other applications.
17. The solutions should be scalable, designed and deployed throughout the IT infrastructure of the Bank.
18. During the period of the contract, all upgrades or requirements software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to the bank.
19. The bidder shall implement all the functionalities proposed in the technical specifications & demonstrate the same to the Bank team for complete sign off the solution.
20. The bidder shall be responsible for integration of all the proposed solutions under this RFP and set up proposed and provide all kinds of feeds/alerts/information to the Bank.
21. The Bidder shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in a timely manner.
22. Bidder shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Technology Solution as and when applicable.
23. The bidder should fill all the points of technical compliance sheet.
24. The selected bidders shall do Capacity Management in terms of all IT infrastructures.
25. The bidder has to ensure the support from respective OEM for infrastructure provided to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any extra cost to bank.
26. The bidder shall provide backup resources in case any of the project member avails leave. However, the bidder's service delivery team will be entirely responsible for team deployment, SLA monitoring, task delegation, workload distribution.

27. Proposed Solution allow the developers' local copy access, internal sourcing and reuse.
28. The Bank shall give Bidder/OEM and its personnel only physical access to the support location and the designated hardware & equipment to enable Bidder to provide the maintenance support services. Any mode of remote access like VPN, Webex, Remote login etc. will not be allowed from any network outside Bank's Network.
29. Bidder shall be responsible for Escrow Arrangement during entire duration of Project and all the cost related to Escrow shall be borne by bidder only.
30. If Successful bidder will use the Oracle DB ULA Licenses for Software version control solution then Maintenance of Oracle Database will be responsibility of Successful Bidder.
31. Bidder need to configure Solution to work with Trend Micro HIPS and other security solutions for automated security scans and anomaly detection.
32. Bidder need to develop the custom modules or plugins if needed, for banking specific workflow not covered by Solution default features set.
33. Bidder should conduct periodic audit to ensure Solution is functioning optimally and identifying any performance bottlenecks or security vulnerabilities.

2.4 Bidder Obligations

- 2.4.1 Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- 2.4.2 Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- 2.4.3 Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Bidder's negligence. Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- 2.4.4 Bidder is responsible for the activities of its personnel and will hold itself responsible for any misdemeanors.
- 2.4.5 Bidder shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' of the Bank.
- 2.4.6 Without the Bank's prior written permission, Bidder shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.

- 2.4.7 Bidder agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Bidder, wherein the Bank has integrations.
- 2.4.8 Bidder agrees that it shall communicate to the Bank well in advance along with detail plan of action, if any changes in Bidder's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.
- 2.4.9 Bidder shall ensure confidentiality, integrity and availability of the Bank's information at all times and shall comply with regard to the followings:

(a) Acceptable Usage Policy: Information assets of Bidder should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.

(b) Email Usage: The employees of Bidder shall use authorized media only for email communication.

(c) Password Management: Bidder shall have a password management system in place, which ensures secure passwords.

(d) Physical and Environmental Security: Bidder shall provide sufficient guidance for its employees with respect to physical and environmental security.

(e) Logical Access Control and User Access Management: The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Bidder.

(f) Infrastructure Security: Bidder shall ensure correct and secure operations of information processing facilities.

(g) Change Management: Bidder shall provide a managed and orderly method in which changes to the information technology environment are requested, tested and approved prior to installation or implementation.

(h) Information Security Incident Management: Bidder shall ensure effective management of information security incidents, including the preservation of digital evidence.

(i) Communications Strategy: Bidder shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.

(j) Bidder Relationship: Bidder shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Bank, shall be assessed and managed regularly, to the satisfaction of the Bank.

(k) Digital Risk: Bidder shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by the Bank.

(l) Change Management: Bidder shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking etc.) are requested, tested and approved prior to installation or implementation.

(m) Port Management: Bidder shall ensure that the controls are implemented for secure port management so as to protect the network from unauthorized access.

(n) Patch Management: Bidder shall ensure that the security patches to information assets and systems are correctly and completely updated in a timely manner for known vulnerabilities.

(o) Backup Management: Bidder shall ensure that regular backup is taken so that, when necessary, information may be restored from backup media to return the application, database, operating system etc. to production status.

(p) Access Management: Bidder shall limit access to information and information processing facilities for authorized users only.

(q) Log Management: Logging shall be enabled on all systems of Bidder to ensure audit trail is maintained every time.

2.5 Scope of Facility Management Services

The bidder has to provide onsite Facility Management services at Bank's Project Management Office at Gurgaon/NCR or any other location where centralized operation is proposed in future by deploying the professional to support the Bank for managing and maintaining the solution mentioned in this RFP.

The facility management person will report to bank team/ bank SPOC. Banks team will also have all super administrative rights of all solution component. FM team will do the activities under banks team supervision.

The Scope of FMS includes (but not limited to) the following:

1. Implementation, roll out and maintenance of Software Version control solution completely including all application, servers, Database (wherever required).
2. Deep knowledge and experience of DevSecOps Tools.
3. Understanding of Authentication and Authorization of the applications using AD and or OAuth.
4. Understanding of micro-service architecture and REST APIs.
5. Good debugging skills.
6. Analyzing, executing, streamlining and architecting overall, comprehensive, and efficient DevSecOps practices. Good scripting skills like Java, .Net, Perl, Python, Shell etc. on Linux/ Unix/ Windows based environment.
7. Automating processes with the tools and Developing Custom plugins.
8. All round skills in using DevSecOps various tools in planning, development, integration, testing, releasing or deployment.
9. Train Developer teams to use DevSecOps tool chains.
10. Should also possess knowledge of the implementation of risk assessment techniques and the latest security best practices.
11. Should be aware of the complexities due to risk assessment. Should be updated in their skills on cyber security threats and up-to-date best practices.
12. To address and resolve any tickets/Queries/Issues related to business department requirements.
13. Performance tuning & Scaling of the application including Database tuning.
14. Provide support during regular DC/DR drill.
15. Ensure patch releases/upgradation are ported to the production environment with no business disruption or losses.
16. Backup and Restoration management.
17. OS/ OS Patches/ DB management
18. Hands on knowledge of Version control Management, Access control & User Management.

19. Capability of Security compliance check(Routine),Advance security
20. Hands on knowledge of CI/CD Pipeline Automation & Monitoring also the complex configurations
21. Capability of custom feature development & customization as per Bank Requirements.
22. Overall proactive monitoring through online dashboard and management of Application, servers, database and related services on all sites under this RFP.
23. Submission of periodical reports on the performance of the Application, Database, Server and its reviews. Preparation and submission of other MIS related work assigned by the Bank.
24. Redesigning of the solution for optimal output of the solution in interest of the Bank.
25. Defining crisis management and emergency response procedures.
26. Installing and testing the OS/ patches and upgrades in the test and productions environment.
27. Root Cause Analysis (RCA) of the incidents and reporting of Security incidents.
Prepare and maintain Standard Operating Procedure (SOP) document pertaining to the services/Operations.
28. FMS shall optimize existing processes and recommend changes for optimal functioning of Solution, in-tune with best practices and audit compliance
29. The bidder shall provide backup resources in case any of the project member avails leave. However, the bidder's service delivery team will be entirely responsible for team deployment, SLA monitoring, task delegation, workload distribution and team size.
30. In case of exigency, support arrangements should be available during off-hours as a part of the crisis / incident management process.
31. Bank at its discretion can terminate the FMS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.
32. The FMS to be deputed may be interviewed by Bank officials prior to deputation. If not found as per Banks' requirement, Bank will not permit the deployment of such resource(s).
33. Name of emergency contact personnel with relationship and Telephone number should be provided to the Bank.
34. The FMS shall not be changed without prior approval from the Bank and adequate notice period of minimum one month. Any resigned resource of the on-site team should not be relieved before giving suitable replacement.
35. The scope of FMS is not limited to above only. Bank shall assign any other work based on the related requirements to the FMS
36. The FMS shall provide required knowledge transfer & training to Bank Staff.

FMS Requirement for Software version Control Solution

Type	Role	Number	Minimum qualifications
L3	FMS	1	<p>Minimum qualification: B.Sc (Computer) /BCA/B.E./B.Tech/MCA</p> <p>Essential Experience: Working experience of 03 year on related project.</p> <ul style="list-style-type: none"> • Resources to be available from 10:00 am to 06:00 pm on Bank's business days. • The timings mentioned above may be changed according to Bank's Needs and the services of the Onsite resource may be required on Holidays/Non Business Hours or as per business exigency. <p>The business hours of the bank may be changed as per bank's requirement/ RBI or Government instructions</p>

Note:

1. Bidder should co-ordinate with existing application vendors for seamless integration of Software version control solution with applications as per existing solutions in the Bank.
2. If the bidder fails to deliver and/or install all the required software's within the stipulated time schedule or by the date extended by Punjab & Sind Bank, it will be a breach of contracts and Bank reserved right to recall the order/ cancel the contract in all such cases.
3. In the event of Bank agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee.
4. The bidder has to ensure the support from respective OEM for infrastructure provided to carry out the activity for expansion, upgrade and configuration of proposed solution during the period of contract without any extra cost to bank
5. In case of serious discrepancy in software supplied, Bank may cancel the entire purchase order.

CHAPTER 3 - TERMS AND CONDITONS

3.1 Implementation schedule:

The detailed activities to be completed in each phase are mentioned below along with the timelines.

S.No.	Activity	Time Period for Completion
1.	Execution of SLA/Contract agreement, implementation team onboarding, review of existing bank environment, submission of proposed architecture and project plan including HLD and LLD. The Project manager/ Lead Solution Architect Solution Architect should be made available onsite.	PO date + 2 weeks
2.	Supply and delivery of Software, licenses and Installation at DC & DR.	Within 4 weeks from the date of issuance of Purchase Order.
3.	Configuration and implementation of complete Solution.	Within 8 Weeks from issuance of Purchase Order.
4.	Deployment of Facility Management Resources	FM Team need to be deployed immediately after successful Configuration and implementation of Solution or as per banks requirement and Bidder has to ensure proper knowledge transfer to the FM before go live.
5.	OEM product Administration training for minimum 20 bank officials	All the trainings to be completed within 2 week from the date of request for training from PSB.

3.2 Payment Terms

Selected Bidder will have to submit the documents at the Bank's office along with request letter for payment. Documents related to each Phase should be submitted for payment in single lot.

Terms of Payment will be as under:

- a) No advance payment will be made.
- b) Payment will be made in Indian Rupees only.
- c) All taxes to be paid will be subject to GST applicability. TDS will be applicable.
- d) If the GST paid by the Bank is not uploaded on tax authority's GST portal within a stipulated period, then the same will be deducted from the subsequent payments to the selected service provider.
- e) The Bank shall make payments to the selected vendor in accordance with the final commercial proposal.
- f) Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the user department/concerned offices where the purchased hardware and software have been delivered and implemented. Also, the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

3.3 Payment of Software version control solution

Deliverables	% of Payment	Stages (on completion of activities)
Application Software	90%	On delivery of licenses both at DC & DR and submission of invoice with Proof of Delivery and other documents. Bank may at its discretion, may verify the details before releasing the payment.
	10%	Go live of the project
Implementation cost	70%	On successful implementation of application software both at DC & DR
	30%	After first successful DC-DR drill
FM Manpower	Quarterly in arrears	The payment will be paid in arrears at the end of every quarter.
Training	100%	Training cost will be made after successful completion of the Batch of Training, submission of feedback by participants to the bank and against receipt of Acceptance Report signed by Bank's identified Project Manager.
Any other Costs		After completion of the each assignment

3.4 Assignment & Subcontracting

- a) The selected bidder shall not subcontract or permit anyone to perform any of the work, service or other performance required under the contract.

- b) If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

3.5 Delays in the Bidder's Performance

The bidder must strictly adhere to the schedule, as specified in the purchase contract/purchase order, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the purchase agreement fully or partly and claim liquidated damages.
- iii. Execution of Bid Declaration Form / Invoking EMD or Performance Bank Guarantee

3.6 Liquidated Damages

The Bank will consider the inability of the bidder to deliver or install the equipment & provide the services required within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/services) by the bidder.

Installation will be treated as incomplete in one / all the following situations:

- Non-delivery of any component or other services mentioned in the order
- Non-delivery of supporting documentation
- Delivery / availability, but no installation of the components and/or software
- No integration/ Incomplete Integration
- Non-Completion of Transition within suggested timeline
- System operational, but not as per SLA, Timelines and scope of the RFP

If Bidder fails to deliver/implement any or all application or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price (Solution and Implementation cost), as liquidated damages, a sum equivalent to 1% of the order value for each week of delay till maximum of 10 weeks. If the bidder fails to deliver/implement the same, the Bank may recover the complete cost of undelivered solution. The LD will be charged on order value for the items for which delivery/implementation is delayed.

Further, the Bank also reserves the right to cancel the order and execute the Bid Security Declaration /Invoke Performance Guarantees in case of inordinate delays in the delivery/ installation of the equipment. Bank may foreclose the bank guarantee without any notice.

In the event of Bank agreeing to extend the date of delivery at the request of successful bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Bank, however, reserves its right to foreclose the bank guarantee.

3.7 Order Cancellation

- a. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - i. Delay in delivery of services in the specified period.
 - ii. Serious discrepancies noted in the inspection.
 - iii. Breaches in the terms and conditions of the Order.
- b. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
 - i. Non submission of acceptance of order within 7 days of order.
 - ii. Excessive delay in execution of order placed by the Bank.
 - iii. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - iv. The bidder goes into liquidation voluntarily or otherwise.
 - v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - vi. The progress made by the selected bidder is found to be unsatisfactory.
 - vii. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - viii. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during contracted period.
 - ix. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
- c. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- d. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
- e. 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 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 for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable if for any reason, the contract is cancelled.

- f. 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 security deposit, if any, under this contract.
- g. In addition to the cancellation of purchase order, the Bank reserves its right to blacklist the vendor for non- performance and/or invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

3.8 Consequences of Termination

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

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.9 Audit by Third Party

The selected bidder (Service Provider), if required, has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced

agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

3.10 ACCESS THROUGH VIRTUAL PRIVATE NETWORK (VPN)

The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

1. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
2. Service Provider shall ensure that only its authorized employees/representatives access the Device.
3. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
4. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
5. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artifacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
6. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats to ensure the

Bank's information technology system is not compromised in the course of using remote access facility.

3.11 Service Level Agreement

The successful bidder is bound and to comply the Service Levels as described below-

- i. The successful bidder shall have to enter into "Service Levels Agreement" having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.
- ii. Both the bidder and OEM will be totally responsible for the maintenance, configuration and fault free operations of supplied infrastructure.
- iii. Any technical glitch/ issue in installed infrastructure of the solution (i.e. software, OS/DB etc.) should be attended on priority.
- iv. The bidder has to maintain a guaranteed minimum uptime of 99.50% for all systems/ solutions supplied under this RFP to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data. The calculation of uptime will be on a monthly basis.
- v. The issue/ break down message may be communicated to/by the Bank team by way over phone / email/ call logging.
- vi. For penalty calculation, the total time elapsed between the intimation of break down message from Bank side to the vendor and receipt of rectification message from the bidder to Bank side will be considered.
- vii. If the support services is not provided on 24*7 basis and/or satisfactory services are not provided, the Bank with its discretion may reject the proposal/ terminate the contract, without assigning any reason.
- viii. The bidder is required to mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day to day operations) to maintain uptime of 99.50% uptime on monthly basis covering 24*7 days.
- ix. The bidder should comply with the security and audit standards of the Bank and various regulatory guidelines. For this, the bidder should apply new patches related to OS/ firmware & BIOS updates etc, without any additional cost to the bank, during the contract period.

Table1: Service Level Agreement and Penalty for Operations

The successful Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.

S.No.	Activity	Time Period for Completion	Penalty
1.	Execution of SLA/Contract agreement, implementation team onboarding, review of existing bank environment, submission of proposed architecture and project plan including HLD and LLD. The Project manager/ Lead Solution Architect Solution Architect should be made available onsite.	PO date + 2 weeks	0.1% of Contract price for each week of delay or part thereof
2.	Supply and delivery of Software, licenses and Installation at DC & DR.	Within 4 weeks from the date of issuance of Purchase Order.	0.1% of Contract price for each week of delay or part thereof
3.	Configuration and implementation of complete Solution.	Within 8 Weeks from issuance of Purchase Order.	0.1% of Contract price for each week of delay or part thereof
4.	Integration of various applications by Facility Management Resources	As per mutually agreed timeline by Bank and successful bidder	0.1% of Contract price for each week of delay or part thereof
5.	Services availability	As per SLA	0.1% of Contract price for each week of delay or part thereof

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

The successful bidder will be required to submit the credit note amounting to the penalty amount which will be adjusted from the subsequent payments.

SYSTEM AVAILABILITY - Applicable for Management Server System availability is defined as $\{(Scheduled\ operation\ time - system\ downtime) / (scheduled\ operation\ time)\} * 100\%$.

Where:

1. Scheduled operation time means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
2. System downtime subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure/application failure.
3. Uptime will be computed based on service availability of the in-scope components. Also, non-compliance with performance parameters for business and system / service degradation will be considered for downtime calculation.
4. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, Successful bidder (as per the criticality and nature of the issue) will provide onsite assistance at designated locations within response resolution window.
5. Service Levels will be complied with irrespective of the customizations that would undergo RFP for Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) the tenure of the Contract.
6. Typical Resolution time will be applicable if services are not available to the Bank's users and there is a denial of agreed services.
7. Bank has defined in-scope services and corresponding SLAs as under, Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.
11. The Successful Bidder shall provide, as part of quarterly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs.
13. Overall cap for penalties over the tenure of the contract will be 10% (ten percent) of the contract value.
14. Penalties if any, as defined by SLAs, shall be adjusted in the payment of the quarter. Balance penalties, if any shall be levied in the payment for the subsequent quarter.

CHAPTER 4 - LEGAL AND CONTRACTUAL

4.1 Dispute Resolution Mechanism

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

- I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- II. The matter will be referred for negotiation between General Manager of The Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.

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

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

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

The successful bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

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

4.2 Jurisdiction & Governing Laws

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

4.3 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.4 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank about the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, 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. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

4.5 Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics and pandemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survive termination of the contract.

4.6 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder also has to agree to restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause.

Physical as well as logical security of data to be ensured. This step should include having the employees assigned to Punjab & Sind Banks' work sign a 'Confidentiality Agreement'. The selected vendor(s) undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date. The Bidder shall sign a Non-disclosure Agreement as stated in the RFP.

4.7 Ownership and Retention of Documents

The Bank shall own the documents prepared by or for the selected Bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder while performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of The Bank/ Purchaser, store, copy, distribute or retain any such Documents.

The selected Bidder shall preserve all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of The Bank /Purchaser in this regard.

4.8 Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor(s) shall act expeditiously to extinguish such claim. If the Vendor(s) fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor(s) shall be responsible for the compensation to the claimant including all expenses, court costs and lawyer fees. The Bank will give

notice to the Vendor(s) of such a claim, if it is made, without delay. The Vendor(s) shall indemnify the Bank against all third-party claims.

4.9 Intellectual Property Indemnity & Indemnity against Misuse of License

The selected vendor(s) has to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor(s) shall have to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor(s) of, any license issues arising out of the execution of this contract.

Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

4.10 Legal Compliance

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

It shall be the sole responsibility of the Vendor(s) to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance/ upgradation/ development during the contract period without any cost to Bank.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not

paid, the liability under the act shall solely rest with the successful bidder. Further, bidder to ensure that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be made to provide remuneration for services provided to the Bank on behalf of selected bidder.

Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws especially contract Labour (Abolition) Act, EPF Act and ESIC Act, throughout the currency of this Agreement.

Service Provider shall be solely liable & responsible for compliance of all applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, registration of labours, ESIC, PF, workman compensation etc. and the Bank shall have no liability in these regards. Salaries of employees of the vendors are being directly credited to the employees' account. Confirmation that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees be submitted along with the monthly bills raised by vendor.

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bidder is to compliant to all existing regulatory guidelines of GOI /RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof. A self-declaration to this effect is to be submitted by the bidder.

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. 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.

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

This indemnification is only a remedy for the Bank. The Vendor(s) is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover direct damages,

loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

4.11 Conflict of Interest

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.12 Inspection of Records

Subject to receipt of prior written notice, all Vendor(s) records/premises with respect to any matters covered by this Tender shall be made available to the Bank or its designees and regulators including RBI, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Vendor(s), provided that the auditors would be permitted to submit their findings to the Bank pertaining to the scope of the work, which would be used by the Bank. The cost of the audit will be borne by the Bank.

The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Such audit shall be conducted within normal working hours of the Vendor(s) and the Bank's auditors shall comply with confidentiality and security requirements as specified by the Vendor(s).

4.13 Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

The bidder agrees to make no reference to Bank or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of Bank.

4.14 Solicitation Of Employees

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

terminated by a party prior to the commencement of employment discussions with the other party.

4.15 Limitation of Liability

Vendor(s) aggregate liability under the Contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for IP Infringement indemnity, bodily injury (including Death) and damage to real property and tangible property caused by vendor(s)/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor(s) that gave rise to claim, under this Tender. Vendor(s) shall not be liable for any indirect, consequential, incidental or special damages under the Agreement/ Purchase Order.

4.16 Signing of Pre-Contract Integrity Pact

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

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

4.17 Non-Disclosure Agreement

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of confidential information. The bidder shall furnish an undertaking and have to sign a Non-Disclosure Agreement as per **Annexure-VII** on stamp paper. No media release, public announcement or any other reference to the RFP or any program there under shall be made without the written consent from the Bank. Reproduction of this RFP, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

ANNEXURE – I
Tender Covering Letter
(Should be submitted on Company's letter head)

The Assistant General Manager
Punjab & Sind Bank,
HOIT Department,
2nd Floor, Plot No. 151, Sector 44,
Institutional Area,
Gurugram -122003

Dear Sir,

Sub: Request for proposal Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

Ref No. _____ dated _____

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year in the RFP document forming Technical Bid as well as Commercial Bid being parts of the above referred Bid. I am authorized to sign the documents in this regard and the copy of authorization letter/ POA / Board resolution is attached herewith.

We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

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.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us. We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI at the time of Bid submission and at the time of bid submission.

All the details mentioned by us are true and correct and if the 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. The bank reserves the right to verify /evaluate the claims made by the Bidder independently.

Dated this ____ day of _____, 2024

Authorized Signatory

Designation

Vendor's name

(Name of Address Authorized Signatory)

Company Name and Seal

ANNEXURE – II
Bidder's Information

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Reg: Request for proposal Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

Ref: RFP No. _____ dated _____

S.No.	Particulars	Details
1.	Name of the Company Address for Correspondence: Registered Office: Corporate Office:	
2.	Constitution (Proprietary/Partnership/Private Ltd./Public Ltd./LLP/Others)	
3.	Registration No. and date of establishment	
4.	Website Address	
5.	Email Address	
6.	Number of Years in the Business	
7.	Detail of Tender Fee and Earnest Money Deposited.	
8.	If any exemption required with respect to EMD or Start-up.	
9.	Income Tax PAN GSTN ID <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	_____ _____
10.	Complete Production Site Address	
11.	Complete DR Site Address	
12.	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Email-ID (any changes in the above should be informed in advance to Bank)	
13.	Name of Person Authorized to sign Designation. Mobile No. Email Address	

Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

Wherever applicable submit documentary evidence to facilitate verification.

DECLARATION:

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree and undertake that: -

1. The Bank is not bound to accept the lowest bid or may reject all or any bid at any stage at its sole discretion without assigning any reason, therefore.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. We have read and understood all the terms and conditions and contents of the RFP and also undertake that our bid conforms to all the terms and conditions and does not contain any deviation and misrepresentation. We understand that the bank reserves the right to reject our bid on account of any misrepresentation/deviations contained in the bid.
4. Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us.
5. I/ We do not have any conflict of interest as mentioned in the RFP document.
6. I/We submit this application under and in accordance with the terms of the RFP document and agree and undertake to abide by all the terms and conditions of the RFP document.
7. The Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
8. The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
9. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
10. We have quoted for all the services/items mentioned in this RFP in our price Bid.
11. The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
12. We agree to the splitting of order in the proportion as stated in the RFP at the discretion of Bank.
13. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
14. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
15. We ensured that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be made to provide remuneration for services provided to the Bank on behalf of the selected bidder.
16. Bidder means the vendor(s) who is decided and declared so after examination of Indicative

commercial bids.

17. We ensure that the entire data relating to payment systems operated by them will be stored in a system only in India. This data should include the full end-to-end transaction details / information collected / carried / processed as part of the message / payment instruction.
18. We confirm that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees.

Date:

Place:

Bidder's Authorized Signatory
Designation
Bidder's name
Company Name and Seal

Punjab & Sind Bank

ANNEXURE - III
Bid Security Declaration

(To be stamped in accordance with stamp act)

(Should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person)

Date: _____

To,
Assistant General Manager (IT)
Punjab & Sind Bank,
HOIT Department,
Plot No.151, Sector 44,
Institutional Area, Gurugram- 122003

Dear Sir,

We, the undersigned, declare that:

We, M/s..... (herein referred to as bidder) understand that, according to bid clause No. 1.12, bids may be supported with a Bid Security Declaration, bidder render the declaration that:-

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

- Fails to honor submitted bid; and/or
- If the bidder withdraws the bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank either at the time of or before the execution of Agreement.
 - Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.

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

Name of Signatory

Designation

Annexure-IV
Pre-Qualification Criteria

Ref: RFP No. _____ dated _____

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any, and furnish the following information relating to Pre-Qualification Criteria.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
1.	Proof of Earnest Money Deposit	To be submitted along with the bid as per format enclosed in the RFP.
2.	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	Copy of Certificate of LLP registration. (OR) Copy of registered Partnership Deed in case of Partnership Firm (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
3.	The bidder should have valid PAN and GST Registration in India	Copy of Valid PAN Card, GST Registration Certificates issued by competent authority in India
4.	The bidder or bidder's holding company should have average turnover of Rs.5.00 crores in the last 3 financial years i.e. 2021-22, 2022-23 & 2023-24. The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note to be submitted. This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2021-22, 2022-23 & 2023-24 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.
5.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 03 (three) financial years.	Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
6.	Bidder should have experience (Directly or Subcontracting) of Installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) at least two implementations in scheduled Commercial Banks.	Clear documentary proof relating to execution of the order is to be submitted with the RFP. Experience certificate to be Submitted from at least one Bank as per Annexure IV
7.	The bidder should have positive Net Worth as on 31/03/2024.	The bidder must produce a certificate from the Company's Chartered Accountant with UDIN to this effect.
8.	The Bidder should have OEM - Authorised Manufacture Authorised Certificate for all Products to participate in RFP	MAF on OEM's letterhead signed by authorized signatory.(As per Annexure IX)
9.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021) A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.	A self-declaration certificate should be on Bidder's letter head duly signed by the authorized signatory of the Bidder.
10.	In case bidder is already having association with Punjab & Sind Bank in the past 5 years or at present as a service provider in any project. The Bidder should not have any Service Level Agreement pending to be signed with the Bank or Project closure pending for more than 6 months from the date of issue of purchase order.	Bidder should submit satisfactory certificate from bank w.r.t timely delivery of project, support quality and technical expertise of manpower deployed.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
11.	The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of the Bank.	Undertaking to be submitted duly signed by the authorised signatory of the Bidder.
12.	<p>The bidder/OEM should not be from a country which shares a land border with India unless the bidder/OEM is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). bidder/OEM from a country which shares a land border with India means:</p> <ul style="list-style-type: none"> a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a 	A self-declaration certificate should be on Bidder's letter head duly signed by the authorized signatory of the Bidder.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
	land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our CSP fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted in Company's letter head.	
13.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure-X.
14.	Labour Law Compliance	Undertaking to be submitted duly signed by the authorised signatory of the Bidder.
15.	Integrity Pact	Undertaking to be provided as per Appendix-F duly signed by the authorised signatory of the Bidder.
16.	Non-Disclosure Agreement	To be submitted as per Annexure-VII duly signed by the authorised signatory of the Bidder.
17.	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020 or any subsequent guidelines issued by (Govt./Regulatory authority from time to time.	Certificate of local content to be submitted as per Annexure-XI.

Date

Signature with seal

Name:

Designation:

ANNEXURE-V

ACCEPTANCE/ COMPLIANCE CERTIFICATE

Ref: RFP No. _____ dated _____

All Terms and Conditions including scope of work

We here by undertake and agree to abide by all the terms and conditions/ scope of work stipulated by the Bank in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

Punjab & Sind 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.

Signature:
Seal of company

Technical Specification

We certify that the systems/services offered by us for tender conform to the specifications stipulated by you with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature:
Seal of company

ANNEXURE-VI

MANUFACTURER'S AUTHORIZATION FORM

RFP No:

(Letter to be submitted by the Manufacturer on firm's letter head –For
Software/licenses/subscription)

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

Dear Sir,

Sub: Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year vide RFP No: _____

We, who are established and reputable manufacturers / producers of _____ having factories / development facilities at _____ (address of factory / facility) do hereby authorize M/s _____ (Name and address of Authorized Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above RFP.

1. We hereby extend our full warranty for the Products and services offered by the above ABP against the above RFP.
2. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the ABP:
 - (a) Such Products as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and
 - (b) In the event of termination of production of such Products:
 - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Bank operations manuals, standards and specifications of the Products, if requested.
3. We duly authorise the said ABP to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

4. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.
5. We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours faithfully

Place:
Date:

Authorized Signatory
(Name of manufacturers)
Name:
Phone No.:
Fax:
E-mail:

ANNEXURE-VII

NON-DISCLOSURE AGREEMENT (To be stamped with requisite value)

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed.

NDA format is provided below.

(To be stamped in accordance with stamp act)

Strictly Private and Confidential

This Non-Disclosure Agreement made and entered into at..... This
.....day.....of.....20.....BY AND BETWEEN
....., a company incorporated under the
Companies Act, 1956 having its registered office at (Hereinafter referred to as
the Vendor which expression unless repugnant to the context or meaning thereof be
deemed to include its permitted successors) of the ONE PART;

AND

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

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

WHEREAS:

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

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the Vendor and or his agents,

representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
- (ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

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

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

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

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

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

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

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents, and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

- a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
 - b) any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
 - c) business processes and procedures; or
 - d) current and future business plans; or
 - e) personnel information; or
 - f) Financial information.
3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.
 4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that

immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.

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

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.
6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).
7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
8. Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a panel of three Arbitrator. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The provisions of the Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.
9. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
10. Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, during discharge of its obligations under this Agreement.

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

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

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

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

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

For and on behalf of ----- Ltd.
(Designation)

For and on behalf of Punjab & Sind Bank
(Designation)

Annexure-VIII

Escalation Matrix

(Should be submitted by on Company's letter head with company seal and signature of the authorized person)

Ref: RFP No. _____ dated _____.

Name of the Company/Firm:

Service-Related Issues

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address
a.		First Level Contact				
b.		Second level contact (If response not received in 4 Hours)				
c.		Regional/Zonal Head (If response not recd in 24 Hours)				
d.		Country Head (If response not recd in 48 Hours)				

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name:

Designation:

ANNEXURE - IX
Format for Bill of material (BOM)

Name of the Bidder:

Sr. No	Item	Rate(a)	Qty(b)	Years(c)	Total Cost- ₹ (excl. GST)
		(1)	(2)	(3)	(4) = (1*2*3)
1	Annual Pricing (License fee) for 20 users (INR)	0000	20	3	0000
2	One-Time Installation and Configuration services	0000	1	XX	0000
3	FMS (Per month)	0000	1	X	0000
4	Training Cost for 20 Official of Bank	0000	XX	XX	0000
5	Any other Cost	0000	00	00	0000
Grand Total (total cost of ownership)		XX	XX	XX	0000

*Note:-

- The '0' marked cells in the above commercial table represent the amount to be filled in by the bidder and 'X' marked cells are not to be filled.
- For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered any cost for the project.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Onsite Facility Management Support Charges need to include cost of all services and other requirements as mentioned in the RFP. The services of onsite resources shall be used after the Go-Live date and payment for the same will be paid from the date of Go-Live.
- The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods and Service Tax, Octroi /entry tax (wherever applicable) which will be paid on actual on production of original receipt.
Only TCO will be considered for the commercial bid.

Date:

Name of the Bidder

Date

Signature of Authorized Person

ANNEXURE – X

Litigation Certificate

Req.: Selection of Vendor(s) For Request for proposal For Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company.

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE - XI

Certificate of Local Content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

Assistant General Manager (IT)
Punjab & Sind Bank,
HOIT Department,
Plot No.151, Sector 44,
Institutional Area, Gurugram- 122003

Dear Sir,

Ref.: RFP No. : _____ **Dated:** _____

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Punjab and Sind Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Signature of Statutory Auditor/Cost Auditor

Place:

Registration Number:

Seal

Counter-signed:

[Signature of Authorized Signatory of Bidder]

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content >

ANNEXURE – XII

Undertaking for non-blacklisting

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

Dear Sir,

Reg.: Request for proposal Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

We M/s _____, a company incorporated under the companies act, 1956 with its headquarters at _____ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years.

This declaration has been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,
Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE – XIII
Technical Compliance Sheet

Ref: RFP No. _____ dated _____

1. Technical Specification for Software version control solution

Sr. No.	Specification	Requirement	Bidder's Compliance (Yes/No)	Remarks (if any)
1	On-premise repository powered by Git and should support storage of different code versions, creation of branches, and merging them back into the main branch, post modification.			
2	Commit History and Change Tracking			
3	Automate build and test of code changes in isolated environment to ensure that the changes are free of errors and meet the quality standards.			
4	Role-Based Access Control (RBAC)			
5	Creation and management of pipelines with representation of build execution, test execution, deployment status, errors, monitoring, etc.			
6	Audit Logs and Reporting			
7	Pre-Deployment Validation			
8	Backup and Rollback Capabilities			
9	Access control and User Management			
10	CI/CD Pipeline Automation & Complex configuration			
11	The Platform should have the capabilities for customization of dashboards. Bidder should also create the required dashboards which are defined under scope			

Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

	of work.			
12	Custom feature Development and Customization			
13	DC-DR Setup and High Availability			
14	Security scanning			
15	Continuous Security Tool(s)			
16	Security certifications as per Regulatory Requirements			
17	End to End Insight & Visibility			
18	Continuous Delivery			
19	Repository manager for all binaries and libraries and should have Integration with CI/CD platforms.			
20	Continuous Integration for Every Commit			
21	Service Desk capabilities for managing interactions and providing support to users.			
22	Workflow and Portfolio Management Capabilities			
23	The Platform should provide capability of generating reports for usage, performance, compliance, health, forecasting, capacity, cost optimization etc.			
24	Solution should be capable of Integration with existing applications like SMS/E Mail/AD/ Omni/CBS etc			
25	The Software should support secured AD authentication, and synchronization of user list and profiles between Software and Active Directory setup.			
26	Proposed Solution should Supports agile project management with these capabilities- issue/ticket creation, user story/epics, kanban boards, sprints, labels,			

	roadmaps, design management of design assets			
27	Review Apps and Performance Testing should be supported			
28	The CI/CD platform should be able to scale and adapt to the changing needs of the software development process. It should be able to support multiple programming languages, deployment targets, and third-party integrations			
29	Proposed Should provide insights to builds, tests, deployment success and failures			
30	Creation and management of pipelines with representation of build execution, test execution, deployment status, errors, monitoring, etc.			

Date

Signature with seal

Name:

Designation :

Appendix –A
Instructions to be noted while preparing/submitting Part A – Technical cum Eligibility Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.
- 3) Tender Covering letter as per **Annexure-I**.
- 4) Bidder's Information as per **Annexure-II**.
- 5) Bid Security Declaration as per **Annexure-III (if eligible)**.
- 6) Compliance to Pre-Qualification Criteria declaration as per **Annexure-IV** with documentary proof in support of the Pre-Qualification Criteria.
- 7) Acceptance/ Compliance Certificate as per **Annexure-V**.
- 8) Manufacturer's Authorization form as per **Annexure-VI**.
- 9) Non-Disclosure Agreement as per **Annexure-VII**.
- 10) Escalation Matrix as per **Annexure-VIII**.
- 11) Masked bill of Material as per **Annexure-IX**.
- 12) Litigation Certificate as per **Annexure-X**.
- 13) Certificate of Local content as per **Annexure XI**.
- 14) Certificate of non-blacklisting as per **Annexure-XII**.
- 15) Compliance with Technical Specifications as per **Annexure-XIII**.
- 16) Signed Pre-Contract Integrity Pact as per **Appendix-F** in non-judicial Stamp paper.
(Hard copy to be submitted to Bank).
- 17) Checklist as per **Appendix-G**.
- 18) Solution Document & detailed specifications as per the RFP.
- 19) Compliance with technical specifications.

Appendix-B
Instructions to be noted while preparing/submitting Part B – Indicative
Commercial Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per **Annexure-IX**.
2. Compliance statement as per **Appendix-G**.

Punjab & Sind Bank

Appendix-C
Pre-Bid Query Format

(Bidders should submit the queries in excel format only)

Ref: RFP No. _____ dated _____.

Sl. No.	Bidder's Name	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query
1						
2						
3						
4						
5						
-						

Punjab & Sind Bank

Appendix-D
Bank Guarantee Format for Earnest Money Deposit
Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # _____

Date: _____

Assistant General Manager (IT)
Punjab & Sind Bank,
HO IT Department,
Plot No.151, Sector 44,
Institutional Area, Gurugram- 122003

Dear Sir,

In accordance with your bid reference No. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called „bidder“) wish to participate in the said bid for SELECTION OF VENDOR(S) Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year. An irrevocable Financial Bank Guarantee (issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to Rs..... valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab & Sind Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____ (Rupees _____) valid up to _____. We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab & Sind, the amount Rs. _____ (Rupees _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before _____ before 14.30 hours (Indian Standard Time) or within Bank official working hours where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2024 at _____

Name of signatory

Bank Common Seal

Designation

Punjab & Sind Bank

Appendix-E
Format of Performance Guarantee

(Issued by any Scheduled Commercial Bank & to be executed on stamp paper of requisite value as per stamp duty payable at place of execution.)

Tender Reference No: _____

Date

The Assistant General Manager
Punjab & Sind Bank
HO IT Department, 2nd Floor,
Plot No.151, Sector 44, Institutional Area,
Gurugram-122003

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, HO IT Department 2nd Floor, Plot No.151, Sector 44, Institutional Area, Gurugram-122003 in response of (Vendor(s) / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office athas awarded the Contract valued Rs.....and appointed.....as Vendor(s) / Service Provider Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.
2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon (Vendor(s) / Service Provider to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.
3. WHEREAS (Vendor(s) / Service Provider) has approached us for issuing in your favour a performance Guarantee for the sum of Rs..... (Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We,.....Bank,..... a body corporate constituted underhaving its Head office at.....(give full address) and a branch inter-alia

Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part ofof any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part ofof their obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether thehas committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.
5. This Guarantee shall be valid up to plus 12 months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against theand either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond(date) unless expressly agreed to by us in writing.
7. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of

8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims againsthereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.
9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims againstfrom time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.
10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
11. This Guarantee shall not be affected by any change in the constitution of _____ or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____ shall have no claim against us for making such payment.
14. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.
15. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and phone Numbers etc).
16. Notwithstanding anything contained herein above;

- i. Our liability under this Guarantee shall not exceed Rs _____ (Rupees _____ only)
- ii. This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 12(Twelve) months and including the date _____ and
- iii. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2024

**Signature and Seal of Guarantors
Bank**

Vendor(s)'s

Punjab & Sind Bank

Appendix-F

(To be stamped in accordance with stamp act)

PRE-CONTRACT INTEGRITY PACT

Between

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

And

_____ hereinafter referred to as "**The Bidder/
Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the

following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of an kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the

Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Punjab & Sind Bank and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD & CEO of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' will include both singular and plural

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)
Seal)

(For & On behalf of Bidder / Contractor)
(Office

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Punjab & Sind Bank

Appendix-G

Checklist			
Sl. No.	Particulars	Submitted (Yes/No)	Page No
1	Proof of RFP Cost		
2	Certificate of Incorporation, PAN, GST Registration certificate		
3	Proof of EMD		
4	Power of Attorney		
5	Copy of Board Resolution		
6	Audited Balance Sheets & Profit & Loss Statements, CA certificate for turnover & Net worth		
7	Annexure-I.		
8	Annexure-II.		
9	Annexure-III (if eligible).		
10	Annexure-IV with documentary proof in support of the Pre-Qualification Criteria.		
11	Annexure-V.		
12	Annexure-VI.		
13	Annexure-VII.		
14	Annexure-VIII.		
15	Annexure-IX.		
16	Annexure-X.		
17	Annexure-XI.		
18	Annexure-XII.		
19	Annexure-XIII		
20	Bank Guarantee Format for Earnest Money Deposit as per Appendix-D		
21	Signed Pre-Contract Integrity Pact as per Appendix-F on non-judicial Stamp paper. (Hard copy to be submitted to Bank).		
22	Appendix-G		
23	Appendix-H		
24	Appendix-I		
25	Appendix -J		
26	Signed Copy of RFP		
27	Signed Copy of Corrigendum, if any		

Note:

- a) All pages of the bid documents must be sealed & signed in full by authorized person.
- b) All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3....

Bank may ask for any other document on its discretion.

Signature & Seal of the Bidder

Procurement, installation, integration and maintenance of Software Version Control Solution for Bank's Software Development Lifecycle (SDLC) for 3 years and FMS for 1 year.

Appendix-H

Undertaking of Authenticity

To:

(Name and address of Procuring Office)

Sub: Undertaking of Authenticity for supplied Product(s)

Ref: RFP No. xx:xx dated dd/mm/yyyy

With reference to the Product being quoted to you vide our Bid No: _____ dated _____, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

1. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).
2. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.
3. In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.
4. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this day of 202

(Signature)
(Name)
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Appendix-I

Format for Submission of Client References

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorised signatory

-

Seal of Company

Appendix-J

Letter of Authority for participation in Reverse Auction

To,
Punjab & Sind Bank,
HOIT Department,

1. We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated _____ for procurement 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 honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Verified above signature
Signature of Verifying Authority: _
Signature with company seal
Name-
Designation within Company / Organization –
Company / Organization -
Address of Company /Organization

*****End of document*****

Punjab & Sind Bank