Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers

Date: 16/09/2026

PUNJAB NATIONAL BANK

Centralised Procurement and Partnership Division
Head Office, 5, Sansad Marg,
New Delhi - 110 001
Tel: (011) - 23724596

Invitation for Request for Proposal (RFP)

Punjab National Bank (PNB) invites proposals from reputed bidder(s) for providing SAN Storage Solution at Bank's Data Centers along with onsite support on 24*7*365 basis at DC, DR, and NDC of the Bank. This RFP may be downloaded by the bidders free of cost from the GeM Portal (www.gem.gov.in). All the documents and process related information are also published on the PNB Website.

This RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, and to assist them in responding to this RFP. Although this RFP has been prepared with sufficient care to provide all the required information to the potential Bidders, however, in the event any further/additional information is required by any potential bidders, such bidder(s) on its own cost & endeavour may approach the Bank for clarification which may be considered by the Bank.

The Bank reserves the right to provide such additional information at its sole discretion.

In order to respond to the RFP, if required, each Bidder may conduct its own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary. The Bank, its employees and advisors make no representation 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 Tender and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process prior to deadline for submission of Bids, without assigning any reason whatsoever. Notification of amendments shall be made available on the Bank's website at (www.pnbindia.in) as well as GeM Portal. No separate communication shall be issued in this regard.

The Bank, at its discretion, may extend the deadline for a reasonable period for the submission of Bids.

The Bank in its absolute discretion may annul the RFP without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all parties.

Common Terms of Reference / Definition

ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below:

S No.	Abbreviations	Description / Full form
1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	AIX	Advanced Interactive Executive (IBM's UNIX OS)
4.	ASM	Automatic Storage Management
5.	AIBOM	Artificial Intelligence Bill of Material
6.	BFSI	Banking, Financial Services, and Insurance
7.	BG	Bank Guarantee
8.	BoM	Bill of Material
9.	BOQ	Bill of Quantity
10.	CBOM	Cryptographic Bill of Material
11.	CLI	Command Line Interface
12.	CSI	Container Storage Interface
13.	DD	Demand Draft
14.	DC	Data Center
15.	DR Site	Disaster Recovery Site
16.	EMD	Earnest Money Deposit
17.	EoL	End of Life
18.	EoSL	End of Support life
19.	FC	Fibre Channel
20.	FCIP	Fibre Channel over IP
21.	FCoE	Fibre Channel over Ethernet
22.	FICON	Fibre CONnection
23.	GST	Goods and Service Tax
24.	GOI	Government of India
25.	GUI	Graphical User Interface
26.	HBOM	Hardware Bill of Material
27.	HP-UX	Hewlett Packard Unix (HP's OS)
28.	HBA	Host Based Adapters
29.	ISO	International Organization for Standards
30.	IS	Information Security
31.	IT	Information Technology
32.	IOPS	Input/Output Operations Per Second
33.	LD	Liquidated Damages
34.	LAN	Local Area Network
35.	LOI	Letter of Intent
36.	LUN	Logical Unit Number
37.	L1 Resource	Level 1 Resource
38.	L2 Resource	Level 2 Resource
39.	L3 Engineer	Level 3 Engineer
40.	LPAR	Logical Partition
41.	MSE	Micro and Small Enterprises
42.	MSME	Micro Small Medium Enterprises

43.	NCR	National Capital Region
44.	NEFT	National Electronic Funds Transfer
45.	NI Act	Negotiable Instruments Act
46.	NDR	Near Disaster Recovery
47.	NDC	Near Data Center
48.	NAS	Network Attached Storage
49.	NVME-oF	Non-Volatile Memory Express over Fabrics
50.	OEM	Original Equipment Manufacturer
51.	OS	Operating System
52.	OLTP	Online Transaction Processing
53.	PO	Purchase Order
54.	PB	Petabyte
55.	PDU	Power Distribution Unit
56.	PSU	Public Sector Undertaking
57.	POST	Power On Self-Test
58.	QoS	Quality of Service
59.	QBOM	Quantum Bill of Material
60.	RAID	Redundant Array of Independent Disks
61.	RTGS	Real Time Gross Settlement
62.	RBI	Reserve Bank of India
63.	RFP	Request For Proposal. For all references, RFP shall mean the request for Proposal and its corrigendum issued, if any.
64.	RRB	Regional Rural Bank
65.	RADIUS	Remote Authentication Dial-In User Service
66.	ROW	Redirect on Write
67.	COW	Copy on Write
68.	DCOW	Delayed Copy on Write/Dedicated Copy on Write
69.	RA	Reverse Auction
70.	SSH	Secure Shell
71.	SNMP	Simple Network Management Protocol
72.	SLA	Service Level Agreement
73.	SAN	Storage Area Network
74.	SI	System Integrator
75.	SBOM	Software Bill of Material
76.	SFP	Small Form-Factor Pluggable
77.	SOP	Standard Operating Procedure
78.	TCO	Total Cost of Ownership
79.	TCP	Transmission Control Protocol
80.	VG	Volume Group
81.	WAN	Wide Area Network

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1. SECTION I: NOTICE INVITING TENDER (NIT)

1.1 Introduction

Punjab National Bank is one of the leading nationalized Banks, headquartered in New Delhi. The Bank started its operations on 12th April 1895. Throughout the journey of more than 130 years of existence, the Bank has expanded its network across the country and marked its presence outside India and at present the Bank has a vast network of 10,000+ branches and 11000+ ATMs (onsite and offsite) all over the country and various offices at Dubai, Bhutan, UK etc. The Bank has Zonal Offices and Circle Offices controlling these Branches/ ATMs besides specialized service branches, DC, DRS, training establishment and other offices. The Bank also has various Subsidiaries, Associates and Joint Ventures including RRBs (Regional Rural Banks).

For further details, you can visit to Bank's website www.pnb.bank.in.

1.2 Notice Inviting Tender (NIT)/ Request for Proposal (RFP)

Punjab National Bank (PNB) invites proposals from reputed bidder(s) for supply, installation, commissioning, migration of existing data and maintenance of SAN Storage Solution at Bank's Data Centers along with onsite support on 24*7*365 basis at DC, DR, and NDC of the Bank. The purpose of this RFP is to invite technically compliant and commercially competitive proposals from reputed Vendor(s). The successful bidder(s) shall be selected, prices shall be finalized through this RFP process, and an agreement shall be executed with the successful bidder(s) for the tender.

This RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, and to assist them in responding to this RFP. Although this RFP has been prepared with sufficient care to provide all the required information to the potential Bidders, however, in the event any further/additional information is required by any potential bidders, such bidder(s) on its own cost & endeavour may approach the Bank for clarification which may be considered by the Bank.

The Bank reserves the right to provide such additional information at its sole discretion.

In order to respond to the RFP, if required, each Bidder may conduct its own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary. The Bank, its employees and advisors make no representation 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, charges or expense etc. 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. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect shall be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Following terms are used in the document interchangeably to mean:

I. Recipient, Respondent, Bidder means the respondent to the RFP document.
II. RFP means the "Request for Proposal" document.
III. Proposal, Bid means "Response to the RFP Document".
IV. Tender means RFP response documents prepared by the Bidder and submitted.
V. Vendor means the bidder, successful bidder, and successful Vendor.
VI. CBS means Core Banking Solution implemented in the Bank.
VII. DC means Data Centre located at Delhi NCR.
VIII. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
IX. Purchaser here refers to Bank.
X. RFP shall mean both the initial published RFP and it's subsequent published Corrigendum and Response to Queries.
XI. Bidder, Vendor, Service Provider is used interchangeably here and refer to the same person/entity.

Please note that any deviations on part of the bidders from the terms & conditions mentioned in the bid shall not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP. The term 'supplier', 'bidder' and 'Vendor' has been used interchangeably in this document and refers to the entity to whom the contract is awarded.

1.3 Availability of the Tender Document

The Tender Document shall be available on GeM Portal for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in TIS).

1.4 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions electronically through GeM portal, provided the questions are raised before the clarification end date as per GeM guidelines. This deadline shall not be extended in case of any intervening holidays.

1.5 Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the Eligibility criteria. Bidder should meet the following eligibility criteria as on the last date of their bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria as per **Annexure-2**.

1.6 Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

1.7 Contact to Bidders

Interested Bidders are requested to send their authorization letters for attending the pre-bid meeting, only on the below mentioned email ID:

1. cppd.designing@pnb.bank.in (Till bid submission)
2. cppd.processing@pnb.bank.in (After bid submission)

or the officials may be contacted on the following Contact Number: 011-2372 4596 / 011-71910719 from 10:00AM – 05:00PM on Bank's working days

Alternatively, any correspondence in writing may also be sent to the following address:

The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

The communication sent should contain the **GeM Bid Number** and the following information of the Bidder:
(a). Name of Bidder
(b). Contact person
(c). Mailing address with Pin Code,
(d). Contact Number.
(e). e-mail etc.

Bidders shall contact/correspond/communicate only on the aforementioned contact details and any communication received on any other email-id/address and /or through any other mode/medium other than the one mentioned above, shall not be attended.

1.8 Pre-Bid Meeting & Pre-Bid Queries

Bidders/OEMs are required to submit the pre-bid queries, through GeM portal only **as per timelines of GeM which is usually within 4 days of bid publication. No pre-bid queries shall be accepted through email or any other mode.**

Pre-Bid meeting shall be conducted as per the timelines mentioned in the GeM document. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

Bidders/OEMs interested to attend the pre-Bid meet should have their authorization letter/email from their competent authority (hardcopy/email- Refer :1.7 Contact to Bidders) to attend the pre-bid meeting clearly stating the name, designation and contact number. All Bidders should carry their ID card issued by their company. Only two persons per bidder shall be allowed to attend the pre-bid meeting.

Pre-requisites for attending pre-bid meeting:

1. Authorization Letter (email or hardcopy)
2. Original Photo ID Card
3. Queries as per the format of the Bank through GeM (if applicable)

No person may be allowed to attend the pre-bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or AADHAAR card shall not be accepted).

Bidders are required to go through the RFP and any subsequent Corrigendum/clarifications meticulously and submit their queries timely to avoid any last-minute issues.

1.9 Submission of Bid

a. e-Tendering through GeM: This tender shall follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders shall have to abide by terms and conditions of GeM portal for participating in the bidding process.

b. No consideration shall be given to e-bids received after the date and time stipulated and no extension of time shall be permitted for submission of e-Bids unless Bank has given extension by giving notice on GeM portal and Bank's website. Bank reserves the right to accept in part or in full or extend or reject the entire bid.

c. The decision of the Bank regarding this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Delhi only.

d. Bidders may please note:
   i. The Bidder should quote for the entire package on a single responsibility basis for all services it proposes to supply.
   ii. While submitting the Technical Bid, sizing of hardware and its associated operating software, Software Solution/ services should be uploaded.
   iii. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.
   iv. The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.

e. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including custom duty. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

f. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

g. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid, if required.

h. The Bidder must provide specific and factual replies to the points raised in the RFP.

i. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.

j. Bidder shall mandatorily submit the original Integrity Pact in hard copy within **05 working days** of the bid submission date. The Integrity Pact should also be uploaded as part of the bid document on GeM.

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission on GeM. All the pages should be signed by the authorized signatory of the Bidder and seal of the Bidder should be affixed on each and every page of the bid document. All the correspondence should be addressed to Bank at the following address.

The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

1.10 Opening of Bids

The Date, time and location of bid opening is as published on GeM. Bidders need to check the details on GeM for any change in Date/time of bid opening. In the event of the specified date of bid opening being declared a holiday for the Bank, the bids shall be opened at the specified time and place on next working day.

1.11 Disclaimers and Rights of Procuring Entity

1.11.1 Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder shall be subsequently part of bid submitted by that bidder.

1.11.2 Authentication of Erasures/ Overwriting etc.

Any inter-lineation, erasures or overwriting shall not be valid, and it may lead to rejection of bid without quoting any reason.

1.11.3 Arithmetical errors

Arithmetical errors shall be rectified as follows:

a. If, in the price structure quoted for the required goods/services, there is a discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.
b. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected.
c. If there is a discrepancy between words and figures, the amount in words shall prevail
d. Such a discrepancy in an offer should be conveyed to the bidder, asking him to respond by a target date. If the bidder does not agree to the Procuring Entity's observation, the bid is liable to be rejected

1.11.4 Bid currency

Prices shall be expressed in Indian Rupees only.

1.11.5 Validity of Contract in Case of Amalgamation/Merger/Acquisition of The Bank

The contract shall remain valid in case of amalgamation/ merger/ acquisition of the Bank with any other entity or vice-versa. In case of change of name of the new entity prior to the execution of SLA and all necessary agreements/ documents, the SLA shall have to be signed with the new entity with the same rates, terms and conditions as per the existing contract.

Appendix to NIT: Tender Information Summary

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title	Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.		
Tender Reference Number	**(As per Gem Bid Number)**		
Tender Type	Open-Domestic	**Form of Contract**	(As per Commercials)
Tender Category	Goods	**No. of Covers**	02
Bidding System	Single Stage	**e-Reverse Auction to be held after financial bid opening**	Yes
Procuring Organisation	Punjab National Bank	**Procuring Entity**	Centralized Procurement and Partnership Division (CPPD)
Authority on whose behalf Tender is invited	MD & CEO	**Through**	General Manager CPPD
Tender Inviting Authority (TIA)	General Manager CPPD	**Address**	The Assistant General Manager Centralized Procurement and Partnership Division, Head Office, Punjab National Bank, 4th Floor, 5, Sansad Marg, New Delhi 110 001
Appointing Authority for Arbitration	MD & CEO		
2.0 Requirement Details			
Evaluation Basis	Total Value wise evaluation	**Part quotation allowed or not**	No
Inspection Type	Pre-acceptance inspection before installation	**Inspection Agency**	Internal
Schedule	As per ATC document		

Item Details:	As per Commercials	**Qty and Units**	As per Commercials
Indicative HSN Code:	N/A	**Consignee/ State:**	Across India
Terms of Delivery	As per ATC	**Completion date of Delivery:**	As per ATC document
3.0 Critical Dates			
Published Date	As per GEM	**Bid Validity (Days from the date of Tender Opening)**	90 days
Document Download Start Date & Time	As per GEM	**Document Download End Date & Time**	Initial: As per GEM Please refer GeM for last date and time of Bid submission.
Clarification Start Date & Time	As per GEM Please refer GeM for timelines	**Clarification End Date & Time**	Please refer GeM for timelines
Bid Submission Start Date & Time	As per GEM Please refer GeM for timelines	**bid Submission Closing Date & Time**	Initial: As per GEM Please refer GeM for last date and time of Bid submission.
Tender Opening (Techno-commercial bid) Date & Time	Initial: As per GEM or later Please refer GeM for last date and time of Bid submission.	**Tender Opening (Financial bid) Date & Time**	To be communicated later
4.0 Eligibility to Participate			
Is this item reserved for exclusive Procurement from MSEs	No		
Nature of Bidders eligible – OEMs/ Dealers authorized by OEMs	Bidders having valid MAF from respective OEMs		
Minimum local content for eligibility to participate	0%		
Classes of Local Suppliers eligible to participate	Class-I, Class-II & Nonlocal Suppliers eligible (Domestic Tenders)		
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1)			

Classification of Local Suppliers based on Minimum local content	Class-I Local Suppliers: 50% Class -II Local Supplier: more than 20% but less than 50% Non-Local Supplier less than 20%		
The margin of purchase preference	20%		
Is the requirement divisible for preference	Yes		
Would the contract be split among more than one bidder	No		
6.0 Obtaining the Tender Document and clarifications			
GeM portal and helpdesk for Document availability and submission	As per GeM Portal		
Cost of Tender Document (INR)	Nil		
Office/ Contact Person/ email for clarifications	Same as TIA above		
7.0 Pre-bid Conference			
Pre-bid Conference applicable or not	Yes		
Place, time, and date of the Pre-bid Conference	As per GeM		
Place, time, and date before which Written queries for the Pre-bid conference must be received	As per GeM Document		
Place, time, and date before which registration of participants for the Pre-bid conference must be received	As per ATC		
8.0 Preparation and Submission and Opening of Bids			
Bids to be Addressed to	The Assistant General Manager, CPPD		
Instructions for Online bid Submission	As per GeM Guidelines		
Tender Opening Place	CPPD, 5 Sansad Marg, New Delhi		

Alternate Bids allowed or not	Only one bid meeting the conflict-of-interest criteria (as mentioned in this document) shall be considered as valid from a bidder.		
9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded			
Physical documents required/ permitted to be submitted	Yes		
If Yes, List of Documents to be submitted physically	Earnest Money Deposit, Integrity Pact and Power of Attorney (if applicable)		
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents	05 Working Days from the date of Bid submission		
Address of Physical Submission of Originals	CPPD, 5 Sansad Marg, New Delhi		
10.0 Documents relating to Bid Security (ITB-clause 9.4) and Performance Security (ITB-clause 13.2.4)			
Performance Security	5% of Awarded Cost	**Form of Security and to whom to be addressed**	AGM Processing Cell, CPPD
Additional Clauses			
Clause	**Description**		
Integrity Pact to be Signed and Submitted along with bid	Yes	**Independent External Monitor, Name and Contact Details**	Sh. Madhusudan Prasad (IAS-Retd.) mprasad23@gmail.com Sh. Rishi Kumar Shukla (IPS-Retd.) rishi_2000in@yahoo.com
Price Variation Clause	Not Applicable	**Advance Payments Provided**	No
Quantity Splitting/ Parallel Orders	No	**If Yes, Ratio of Distribution among L-1 and others**	No

2. SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

2.1 Bid Earnest Money/ Earnest Money Deposit (EMD)

Bidder shall submit the Bid Earnest Money/EMD of **Rs. 15,00,00,000/-** (Rupees Fifteen Crores only) (EMD) which should be submitted in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee from any Scheduled Commercial Bank other than PNB/payment online in an acceptable form favouring PUNJAB NATIONAL BANK, CENTRALIZED PROCUREMENT AND PARTNERSHIP DIVISION New Delhi. For submission of the EMD in the form of Bank Guarantee, Bidder shall submit the same from any of the Scheduled Commercial Banks other than Punjab National Bank as per **Annexure-7(A)/7(B) as applicable**. The BG/insurance surety bond should have a validity of **at least 6 months from the date of submission of the bid with claim period of additional 3 months**. The EMD details should be submitted at the time of bid submission.

In case the EMD is in the form of Insurance Surety Bond/account payee demand draft/ fixed deposit receipt from a commercial Bank/ Bank guarantee from any of the Scheduled Commercial Banks except Punjab National Bank/ online payment in an acceptable form in Banks EMD account, safeguarding the Bank's interest in all respects Bank Guarantee/Insurance surety bond/FD receipt/Banker's Cheque etc. and the same should be submitted in **Original** to the Bank within **05 working days** of the bid submission date beyond which the bid shall be liable for rejection. The EMD proof should be mandatorily uploaded along with the bid documents failing which the bid shall be liable for rejection.

In case of unsuccessful bidder, EMD shall be returned within 30 days of disqualification (Technically/Commercially) or within 30 days of completion of tender process, as the case shall be and no interest shall be payable on EMD amount. The EMD shall be returned to the successful bidder upon submission of Performance security, and no interest shall be payable on EMD amount.

Following categories of Bidders shall be exempted from furnishing EMD/BID Earnest Money:

i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.
ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
v. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.

vi. Central / State PSUs.

vii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.

No interest shall be payable on the EMD.

Details for online payment:

Account Name: Punjab National Bank

IFSC: PUNB0001330

Account No. 9762002200000460 (16 digits) EMD account – HO CPPD Division

(Proof of the transaction to be submitted along with the bid documents).

2.2 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English language.

2.3 Bank's right to accept or reject any Bid or all Bids

The Bank reserves the right to accept or reject any/all bid and annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s)or without any obligation to inform the affected bidder (s) about the grounds for the Bank 's action.

2.4 Withdrawal, Substitution and Modification of Tenders

The bidder, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/ EMD, provided these are received, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders shall not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period shall result in forfeiture of the bidder's bid security (EMD) and other actions.

2.5 Contacting the Bank or Putting Outside Influence

Bidders/Service Providers are forbidden to contact the Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the Bidder to influence the bid evaluation process, or contract award decision may result in the rejection of the bid.

2.6 Revelation of Prices

The prices in any form or by any reason should not be disclosed in the technical or other parts of the bid except in the commercial bid and/ or Financial Document/Excel Upload on GeM. Failure to do so shall make the bid liable to be rejected.

2.7 Terms and Conditions of the Bidding firms

The Bidder/Service Provider shall accept all terms and conditions of the RFP and shall not add any of its own conditions upon the Bank. A Bidder/Service Provider who does not accept any or all conditions of the RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank. The Bank reserves its right to modify/add/delete any of the terms and condition of the RFP at any stage of the Bid. The Bidder/Service Provider agrees to be bound by the further modification/deletion/addition of any terms and conditions.

2.8 Local Conditions

The bidder shall acquaint itself/ himself/ themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

2.9 Board Resolution Copy with Authorization Letter/ Power of Attorney

In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of the authorization is to be submitted.

In case the authorized person delegates authority to another person of the company, if there is specific clause permitting sub delegation, then Power of Attorney preferably in original (executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the Bid documents, Contracts, Agreements with the Bank on behalf of the company is to be submitted.

This is to be submitted for both OEM/OSD(s) and Bidder. In case the OEM/OSD is unable to provide the same, they may submit the Authorization letter as per **Annexure-15** duly signed by the authorized official of the company.

2.10 Procurement through Local Suppliers (Make in India)

It may be noted that NON-MII supplier may also participate in this RFP. However, preference would be given to the MII supplier as per GoI guidelines.

Procurement through Local Supplier (Preference to Make in India) shall be done as per the “Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) P-45021/2/2017-PP (BE-II)-Part (4) Vol II dated 19.07.2024 and further revisions, if any. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017 and CG-DL-E-22102024-258138 F. No. 18-10/2017-IP dated 21.10.2024 for the list of notified Telecom Items by Ministry of Communications, Department of Telecommunications. Bidder shall ensure compliance to the same, while quoting the products, services, works (if any) and throughout the contract period, as applicable. The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product, services and works.

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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.

The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost Chartered Accountant after completion of the contract, within time limit acceptable to the Bank. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

2.11 Purchase Preference to MSE

Purchase preference shall be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the product and/or service offered. Purchase preference shall be applicable to all registered MSE as per Govt. of India guidelines.

2.12 Land Border Clause

i. Any bidder (including their subcontractor, if any), OEM, OSD from a country which shares a land border with India shall be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Govt. of India, Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance.

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

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

iv. The beneficial owner for the purpose of (iii) above shall be as under:
   a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation: -
      i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
      ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

   b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
   c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
   d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
   e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order).

vii. The registration should be valid at the time of submission of bid and at the time of acceptance of bid.

viii. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

2.13 Bid Submission Process

2.13.1 Documents for Technical Bid

Interested and eligible bidders may submit their proposal in the prescribed format (enclosed here) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the Bank through the GeM Portal. The document checklist is provided under Document Checklist.

2.13.2 Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in **Annexure 12 – Performa of Indicative Commercial Bid.**
The Commercial Offer should give all relevant price information as per the commercial bid format and should not contradict the Technical Bid document in any manner.

2.13.3 Shortlisting of bidders- Technical Evaluation

The Bank shall evaluate the bidders based on:

1. **<u>Whether tender fees / EMD / Bid security declaration has been submitted</u>**
First of all, the RFP Cost / Tender fees (if any) and EMD of all bidders shall be verified. If any RFP Cost / EMD / Bid security declaration is not found in order, that bidder shall be declared ineligible for further participating in the tender process.

2. **<u>Compliance to Eligibility criteria</u>**
The technical bids shall be evaluated based on the eligibility criteria as **per Annexure-2** mentioned in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical specifications / parameters.

3. **<u>Compliance to terms and conditions of the RFP, corrigendum (if any)</u>**
   a. Bank shall determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank shall be final in this regard. The determination shall take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. The Bank reserves the right to accept or reject any product/ item/ technology / module / functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification / Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
   b. For responses received within the prescribed closing date and time the Bank shall scrutinize the offers received as per the above-mentioned list and to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.
   c. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.
   d. Upon receipt of applications (RFP) the same shall be scrutinized and evaluated by the Bank and the Bank shall shortlist /select bidders as per requirement and the same shall be communicated to the bidders. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
   e. During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The

respondents are required to respond within the time frame prescribed by PNB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission.

f. The Bank reserves the right to check / validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the bidder. The Bank may ask for queries on each of the criteria wherein the bidder needs to response within stipulated timelines.

g. Demonstration and Capability Presentation -If required, the Bank may ask the bidder to arrange for the demonstration and presentation of the offered products and how the project shall be carried out by the bidder. The Bank may ask the bidder to provide the presentation (overall presentation or to cover up any specific area during the presentation).

2.13.4 Commercial Evaluation

1. Commercials Bids of only the technically qualified bidders shall be opened. The bidder should quote as per Price Format (i.e., **Annexure-12**) in Indian Rupees as the all-inclusive price for the desired products and services.
2. The bidder shall quote for the complete set of services as per the requirements of the RFP.
3. The price quoted should include all costs associated with the assignment (support, maintenance, hardware, software, etc.). A separate Tax breakup should be provided by the bidder.
4. The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
5. The financial bid should be submitted in the Price Format given in **Annexure 12** – Performa of Indicative Commercial Bid.
6. The Bank shall select the L1 bidder through reverse auction, the guidelines of GeM portal for reverse auction shall be applicable. However, the final L1 bidder shall be required to submit the price breakup of the final cost after reverse auction.
7. Bank reserves the right to negotiate with the L1 Bidder.
8. Declaration of successful Bidder(s) and award of the contract to such Vendor(s) shall be only after applying MII and MSE purchase preference as applicable.

2.13.5 Reverse Auction Process

1. After opening of the commercial bids, the Bank shall carry out Reverse auction process. The qualification criteria for the reverse auction are as mentioned in GeM bid.
2. The reverse auction process shall be carried out as per the terms and conditions of the GeM portal.
3. The notice for reverse auction shall be placed on GeM portal and the bidders shall get time to participate in the reverse auction process.
4. The bidder with the lowest commercials after reverse auction shall be declared commercially L1 bidder.
5. The L1 bidder shall compulsorily submit the commercial before and after reverse auction in the Performa of Indicative Commercial Bid (**Annexure 12**). Bidders have to submit price breakup after reverse auction on pro-rata basis to quotes submitted before reverse auction.

6. Price breakup after reverse auction needs to submit within 48 hours post completion of reverse auction.
7. All the bidders are required to give the undertaking along with the technical bid for participating in the reverse auction **Annexure 19** – Compliance Statement cum Price confirmation letter – Reverse Auction.

2.13.6 Dos and Don'ts for Bidders

Sr. no.	Do's	Don'ts
1	All pages are to be serially numbered, signed and stamped by the Bidder.	Do not paste the image of signature on the documents.
2	All third-party documents are to be thoroughly stamped signed by the authorized signatories of OEM (where applicable) and countersigned by Bidder's authorized signatory.	Don't change the format/wordings of the RFP.
3	Only technical and eligibility related documents to be submitted in technical bid.	Don't submit the financial /commercial rates with the technical bid documents.
4	Ensure to submit the EMD as per the format. In case of exemption claimed, suitable acceptable proof of exemption is to be submitted. The scanned copy of the EMD have to be submitted along with bid documents online. Hardcopy of the EMD to be submitted to the Bank within 05 working days of the bid submission.	Never miss to send earnest money deposit with the tender, if applicable.
5	The tender should be put in an envelope which should be sealed. The envelope should bear the super-scribed number and date of opening of the tender. (If applicable)	Don't deliver the tenders after the due date and time of opening under any circumstances
6	Literature or any other technical documents which are required to be submitted along with the tender or which are necessary for its proper evaluation must be submitted along with the tender	Don't miss to submit signed, stamped Annexures and Schedule of the tender form at the appropriate place on the GeM Portal/Office.
7	Over-writing, Erasures, cuttings etc. must be scrupulously avoided and invariably attested	Don't make any changes to the contents of the documents while uploading, except for filling in the required information. Otherwise, the RFP shall be rejected as nonresponsive.

8	All pages of the tender form, forwarding letter, and other enclosures must be signed and stamped. The name and designation of the signatory must be legibly indicated.	
9	Integrity Pact, Bid specific Power of attorney (if any), Bank Guarantee or any form of EMD should be submitted in original hard copy within 05 working days of bid submission date	
10	Pre-Bid Queries should only be raised on GeM portal as per timelines available on GeM	Pre-bid queries sent through e-mail shall not be entertained.

2.13.7 Annexures (To be filled, digitally/physically signed, Organization seal affixed and uploaded by Bidders)

Annexure 1: Undertaking of the Bidder
Annexure 2: Eligibility Criteria (with supporting documents)
Annexure 3: Bidder's Information
Annexure 4: Performance Certificate
Annexure 5: Litigation Certificate
Annexure 6: Turnover Certificate
Annexure 7(A): Performa of Bank Guarantee for Earnest Money Deposit (EMD)
Annexure 7(B): Performa of Insurance Surety Bond for Earnest Money Deposit (EMD)
Annexure 8: Performa of the Integrity Pact
Integrity Pact on Stamp Paper of appropriate value in Original
Annexure 9: NDA (Non-Disclosure Agreement)
Annexure 10(A): Certificate of Local Content
Annexure 11A/11B as applicable
Annexure 12: Performa of Indicative Commercial Bid to be uploaded in the financial document section on GeM
Annexure 13: Compliance to Technical and Functional Specifications.
Annexure 14: Bill of Materials
Annexure 16: Undertaking for Details of Support Offices
Annexure17(A): Performa of Bank Guarantee for Performance Security
Annexure 17(B): Performa of Insurance Surety Bond for Performance Security
Annexure 18: Undertaking for submission of information by Successful Bidder
Annexure 19: Compliance Statement cum Price confirmation letter – Reverse Auction
Annexure 20: Questionnaire for Risk Assessment

Others:
Audited Financial documents
Board Resolution
Power of Attorney, if applicable

Annexure 15: Authorization Letter for Authorized Signatory (OEM/OSD), if applicable.

2.13.8 Preliminary Examination

Tenders that do not meet the basic & undernoted requirements specified in the bid documents are to be disqualified. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

i. The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
ii. The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption. However, in case the scanned copy of the EMD has been provided as against the original copy, then the bid may be accepted only if the scanned copy of the EMD is otherwise as per the bid requirements. However, the original copy should be submitted to the Bank within 0**5 working days** of the bid submission date.
iii. The bidder has not submitted Proof of RFP cost, if stipulated in RFP.
iv. The bidder has not submitted Integrity Pact. Hardcopy of Integrity Pact may be submitted to the Bank within 05 working days of the bid submission.
v. If the bidder's turnover is not equal or above the minimum turnover specified in the eligibility criteria. In tenders floated by CPPD turnover criteria shall be put in RFP/Tender Conditions in line with the allowed limits on GeM portal/terms and conditions).:

2.13.9 Discrepancies between original and scanned copies of bid

Discrepancies can also be observed in responsive bids between the original copy and uploaded scanned copies. In such a case, the text, and so on, of the scanned copy shall prevail.

2.13.10 Minor Infirmity/Irregularity/Non-Conformity

During the preliminary examination, some minor infirmity and/or irregularity and/or nonconformity may also be found in some tenders. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document; non-submission of requisite number of copies of a document; discrepancy in Integrity Pact submitted by the bidder. There have been also cases where the bidder submitted the amendment Bank Guarantee but omitted to submit the main portion of Bid Document. Wherever necessary, observations on such 'minor' issues (as mentioned above) may be conveyed to the bidder by email / GeM Portal, and so on, asking them to respond by a specified date also mentioning therein that, if the bidder does not conform Bank's view or respond by that specified date, his bid shall be liable to be rejected. Depending on the outcome, such bidders are to be ignored and not to be considered further.

2.13.11 Consideration of Abnormally Low Bids

An Abnormally Low Bid is one in which the Bid price appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Bank may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid's document. If, after evaluating the price analyses, Bank determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bank may reject the Bid/Proposal.

2.13.12 Price Negotiation

Usually, there shall be no price negotiations. However, the Bank reserves its right to negotiate with the lowest acceptable bidder (L-1), who is technically & commercially suitable for supplying quantity as per RFP. This right shall also apply to post e-Reverse Auction process.

2.13.13 Right to Vary Quantities at the Time of Award

At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in the RFP, provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document).

2.13.14 Right to Vary Quantities during the contract period.

At any time during the contract, the Procuring Entity reserves the right to increase, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in the RFP, provided this increase does not exceed 25 (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document). The overall increase in quantity, if any, shall be 25 (twenty-five) percent of tendered quantity.

2.13.15 Taxes and Duties

The rates quoted in Commercial offer should be inclusive of all taxes and duties as per terms and conditions of GeM. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product. Bidder shall provide the breakup of the cost in the uploaded commercial file.

It shall be the responsibility of the Bidder to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to affect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

2.14 Intellectual Property Rights

1. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright,

trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.

2. Bank Data: Bank owns the original data or information, in any form, that is provided to Bidder by or on behalf of Bank (including Bank's personal data) ("Bank Data"). Except for the rights expressly granted in the Agreement, all rights, title and interest in and to any and all proprietary rights in Bank Data shall remain with and be the exclusive property of Bank. Bank provides Bidder an appropriate license to use/ process the Bank Data only for the purpose of the Agreement and solely as required to provide the Services and Deliverables. Bank shall obtain all rights necessary and permissions relevant or necessary for such purposes, and to the extent required, notify any individuals or entity who own or have an interest in Bank Data, to ensure that Bidder can access and use Bank Data for the purposes of the Agreement. Bank acknowledges and agrees that Bidder may use and upload Bank Data to a secure cloud-based solution and/or cloud-based file storage and sharing solutions when providing Services to Bank.
3. Third Party Materials. – Third-Party Material(s)" means any third-party content, including networks, equipment, data, managed services, hosted platforms, hardware, software, free software or freeware, and open-source software and other technology or services developed, owned, provided or licensed by a third party, other than Bank and/or Bidder
4. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
5. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
6. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.
7. Bidder agrees, to the extent permitted by the applicable third party, to assign or transfer the license related to Third-Party Material incorporated into Deliverables

2.15 Confidential Information

1. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/ implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.

2. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists

or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

3. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

4. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.

5. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.

6. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this SLA/Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the SLA/Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.

7. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorized profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

8. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorized by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.

9. An Information shall not be considered confidential to the extent and only to the extent, such information is:
   a. already known to the receiving party free of any restriction at the time it is obtained from the other party.
   b. subsequently learned from an independent third party free of any restriction and without breach of this Agreement.
   c. is or becomes publicly available through no wrongful act of the other party.
   d. is independently developed by one party without reference to any Confidential information of the other.
   e. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.

10. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
11. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be.
12. VENDOR agrees to indemnify the Bank against any loss suffered by the Bank due to breach of confidential terms as mentioned hereinabove.

2.16 Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.17 Conflict of Interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Bank's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, including but not limited to, if:

1. they have controlling partner (s) in common; or
2. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
3. they have the same legal representative/agent for purposes of this bid; or
4. they have relationship with each other, directly or through common third parties, which puts them in a position to have access to information about or influence on the bid of another Bidder; or
5. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
6. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

2.18 Late Bid

Any bid received by the Bank after the deadline for submission of bid shall not be accepted and liable to be rejected.

2.19 Disclaimers and Rights of Procuring Entity

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

2.20 Signing of Pre-Contract Integrity Pact

The bidder should submit Original Executed Integrity Pact (completely filled and without deviation) along with the technical bid. The Integrity Pact must be executed on stamp paper of appropriate value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per **(Annexure-8)**.

Integrity Pact is to be submitted on non-judicial stamp paper (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company.

Also, Original Integrity pact hardcopy should be submitted by the bidder as per the scanned copy uploaded on GeM as per above clause to HO: CPPD, Punjab National Bank, 5, Sansad Marg, New Delhi-110001

2.21 Contacting the IEMs (Independent External Monitors)

The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to contact details mentioned in Bid details.

2.22 Signing of Contract

1. The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA) within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Service Level Agreement/ Purchase Order to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days or till such period as extended by the Bank), the EMD shall be forfeited after a grace period of 15 working days from the lapse of such period.
2. Bank reserves the right to blacklist/debar the said successful bidder after a grace period of said 15 working days from the lapse of such period.
3. The bidder shall accept all terms and conditions of the Bank and shall not add any of its own conditions upon the Bank. A bidder who does not accept any of conditions of the RFP/Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.
4. All expenses, stamp duty and other charges / expenses in connection with the execution of the Agreement as a result of this RFP shall be borne by successful bidder. The Agreement / Contract would be stamped as per State(s) Stamp Act and any amendment thereto where the agreement shall be executed.
5. 'Service Level Agreement' will continue until end of the contract period or terminated whichever is earlier.

Note: Working days in the RFP refers to Bank's working days.

2.23 Acceptance of order (order placement)

Bank shall place the initial order through GeM for the tendered quantity. Actual orders shall be released by the Bank with details of the delivery locations and quantity. The successful bidder shall have to accept and acknowledge all orders within 7 working days from the date of order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 working days from the date of order.

2.24 Performance Security

The successful bidder shall submit a performance security of 0**5%** of the total project cost (awarded to the service provider(s)), within one month of acceptance of purchase order. The Performance security should have validity of at least **Sixty (60) months** with a claim period of **additional 6 months**. In case due to any reason, the validity of the Performance security expires before the completion of the contract period, the same shall have to be extended by the Bidder with the same terms and conditions. In case Bank extends the contract, the Performance security shall have to be extended till the period of extension with same terms and conditions.

The successful bidder shall submit the Performance security detailed as under:

1. The Performance security shall be furnished for due performance of the complete Solution/services.
2. The performance security can in be in the form of Insurance Surety Bond/ account payee demand draft/ fixed deposit receipt from a commercial Bank/ Bank guarantee issued or confirmed from any of the commercial Bank in India other than Punjab National Bank/ online payment in an acceptable form, safeguarding the Bank's interest in all respects.
3. The Performance security shall act as a security deposit and either in case the Successful bidder is unable to start the project within the stipulated time or the start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.
4. Further, the Bank reserves the right to invoke the Performance security in case the Successful bidder is not able fulfil any or all material conditions specified in the Agreement or is unable to complete the project within the stipulated time.
5. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ AND/OR Performance security submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract / to comply with the terms and condition of RFP, Bank shall invoke the Performance security to recover penalty/damages.
6. In case the contract is getting extended, the Vendor shall submit the Performance security of the project cost (service provider(s)) with duration of the Performance security as the period of extension of the contract and claim validity of 6 months beyond the PBG expiry date. The Successful bidder shall be responsible for extending the validity date and claim period of Performance security as and when it is due on the account of non-completion of the project.
7. The performance security shall be forfeited and credited to the Bank’s account in the event of a breach of contract by the contractor.
8. No interest on Performance security shall be paid by Bank.

2.25 Code of Integrity in Public Procurement, Misdemeanours and Penalties

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutatis mutandis during the pre-award tender process.

2.26 Professionalism

The Service Provider shall provide professional, objective and impartial services at all times and hold the Bank’s interests paramount and shall observe the highest standard of ethics while executing the assignment.

2.27 Duration of Contract

1. The agreement with a successful bidder/Vendor shall be applicable for a period of 05 years.
2. The contract period shall start from date of signing of SLA and shall encompass the implementation period including Data migration (till complete go-live & sign-off), warranty period of 3 years from sign-off, and 2 years of AMC/ATS valid for 2 years from the end of warranty date.
3. After the expiry of the contract period of five (05) years, Bank may at its discretion extend the AMC/ATS for further period of two (02) years with two (02) terms of one (01) year each or part there on the same rates and terms & conditions, subject to satisfactory performance of successful bidder.
4. Service Level Agreement' to be signed between Bank and the successful bidder following the completion of selection process and shall continue until end of the contract period or termination whichever is earlier.
5. The services of the Vendor shall be reviewed on yearly basis.

Vendor shall provision for warranty level support of all the supplied components during the implementation period. For Bank, warranty period shall start from the date of sign-off and not prior to that.

The vendor is required to maintain the equipment (hardware & software components) for entire duration of contract. Software subscriptions and support shall be maintained for the full five-year term. The commercial structure, including the cumulative-procurement for hardware and the annual-quantity for software, is defined in the Bill of Quantities.

2.28 Other Terms and Conditions

1. The successful bidder shall comply with the directions issued from time to time by Bank and follow the industry and statutory standards related to the security and safety, in so far as it applies to the provision of the Services relating to the Project defined as per RFP.
2. The successful bidder shall upon prior intimation by the Bank or its nominee(s) participate in regular meetings where safety and information technology security matters are being reviewed.
3. Consortium Bidding shall not be accepted by Bank.

3. Section III: Appendix to Instructions to Bidders (AITB)

Note for Bidders: Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.

ITB Clauses	To be read as
2.9 Board Resolution Copy with Authorization Letter/ Power of Attorney, if applicable.	Board Resolution Copy is mandatory for the Bidder.
2.10 Procurement through Local Suppliers (Make in India)	Class I, Class II and nonlocal suppliers may participate in the tender. However, Purchase preference shall be given to Make-in-India participants as per Government guidelines.
2.23 Acceptance of order (order placement)	Provisions of GeM for initial order acceptance on GeM portal shall be applicable

4. Section IV: General Conditions of Contract (GCC)

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid shall be treated as non-responsive and shall be liable for rejection.

4.1 Recognition of Prior Learning

For the onsite resources: - It is mandatory requirement of formally certified skilled workforce or commitment by the bidder's/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the service provider/Vendor.

4.2 Indemnity

Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Successful bidder's obligations under (a) this RFP/Agreement for which the Bidder has assumed responsibilities including those imposed under any Agreement, (b) local or national law or laws, or (c) in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the Successful bidder in connection with the performance/discharge of its obligations under this Agreement and/ or (d) An act or omission of the Company and/or its employees, in performance of the material obligations under this Agreement; and/or Breach of any of the material terms of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Company which is material under this Agreement; and/or (e) Any or all Deliverables or Services infringing any notified patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (f) Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or (g) Gross Negligence or wilful misconduct attributable to the Vendor or its employees.

The Successful bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of this Agreement and to protect the Bank during the tenure of the Agreement.

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

Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Successful bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the Successful bidder under this Agreement or uses thereof, the Successful bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the Successful bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

Successful bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Successful bidder in writing of the Claim immediately on becoming aware of it.

No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.

If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:

a. Obtain for the Bank the right to continue to use the Licensed Material.
b. Replace or modify the Licensed Material so that it becomes non-infringing.

If none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis. The terms of this clause shall survive the termination of this Agreement.

4.3 Indemnification Process:

Bank shall notify the Bidder/ Vendor in writing as soon as practicable when the Bank becomes aware of the claim and cooperates with the Bidder/ Vendor in the defence and settlement of the claims.

The Bidder/Vendor shall have sole control of the defence and all related settlement/negotiations, and Bank shall provide the Bidder/ Vendor with the assistance, information and authority reasonably necessary to perform the above. However, where Bank is required under law or otherwise answer the claims/charges/imputations made against it, Bank shall have the right to enter defence/defend its interest by means available in law, at its sole discretion. Indemnity would cover damages, loss or liabilities suffered by the Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under the above stated Request for Proposal (RFP) and/or this SLA and subsequent agreement, if any by the Bidder/ Vendor.

In the event of Bidder/ Vendor does not fulfil its obligations under this clause (that is, to comply with the indemnification process) within the period specified in the indemnification notice issued by Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder/ Vendor under this project.

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

4.4 IP Infringement Indemnity:

The Bidder shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the Deliverables/ Services, or any part thereof in India as contemplated by this Agreement, provided always that Bank's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Bidder, at Bidder's option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Agreement; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become non-infringing. This remedy shall not apply if Bank is using any modified version of a Deliverable that was not approved by Bidder; if Bank uses Deliverables for a purpose other than that contemplated by the Agreement or if Bank uses a Deliverable in a manner not compliant with the Agreement. Bank shall use all reasonable endeavours to mitigate its Losses, arising out of any third party IPR claim.

Bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section or section 6 above, Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.

4.5 Incidental Services

The successful bidder shall be required to provide all the following services, including additional service, if any relating to:

I. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
II. furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
III. Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable, without any additional cost to the Bank.

4.6 Patent Rights

The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

1. The Bidder shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
2. The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible including all expenses and court and legal fees.
3. The Bank shall give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
4. The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the Bidder, including-all inventions, designs and marks embodied therein in perpetuity.

4.7 Governing Laws and Disputes

The Bidder/Vendor shall adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Bank and Vendor fail to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act-1996. Any matter relating to or incidental to arbitration shall be subject to the exclusive jurisdiction of courts at Delhi only.

The person appointed as arbitrator shall, prior to the conduct of arbitration, disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his independence or impartiality as an arbitrator.

The Bidder/Service Provider shall continue to 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 or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Service Provider/Vendor which may also be adjusted by the Bank from the Performance security, being treated as default so that the business of the Bank is not disrupted.

The venue of the arbitration shall be Delhi, and the language of the arbitration shall be English. The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi only. Each party to bear their own costs unless directed otherwise.

4.8 Non-Solicitation

The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one (1) 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 shall cause or permit any of its directors or employees who have knowledge of the contract 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.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

4.9 Termination of Contract

1. The Bank shall have the right to terminate the contract with the Vendor at any time during the contract period, after giving of 30 days' advance notice including 15 days curing period, for any valid reason, including but not limited to the following:
    a. Non-capable resources or non-initiation of services as per RFP timelines.

b. Delay in execution of order placed by the Bank.
c. Discrepancies / deviations in the agreed processes and/or products.
d. Failure of Vendor to complete implementation of appliance within the time as specified in the Purchase Order/under this Agreement.
e. Violation of terms & conditions stipulated in the Purchase Order to the extent not inconsistent with the terms and conditions laid out in Agreement.
f. In case of data breach, security breach, breach of trust, denial of service, service unavailability, change of Bidder's ownership, liquidation, merger, acquisition, undesirable changes due to change in regulatory requirement affecting the Bidder, regulatory action on Bidder, etc.
g. Change in Bank Policy.
h. Unsatisfactory services/poor quality of product/services.
i. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.
j. The Bidder/ Vendor unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof.
k. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder/ Vendor and such appointment continues for a period of twenty-one (21) days.

2. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending 30 days - notice period to the Vendor without bearing any consequences.

3. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

4. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance security(s)/Security(s) given by the Vendor.

5. In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor selected through procurement process at risk and cost of the Vendor. Any financial liability including costs, charges, expenses which the Bank incurs on this account, shall be payable by the Vendor.

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

7. Before expiry / Termination of the Agreement, Vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.

8. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory or subject of a court order for its winding up) of the Vendor or appointment of a receiver or manager of any of the Vendor's assets and/or insolvency of the Vendor.

9. Distress, execution, or other legal process being levied on or upon any of the Vendor's goods and / or assets.

10. If the Vendor shall assign or attempt to assign his interest or any part thereof in the contract. Bank shall not pay any additional amount after surrendering.

    Notwithstanding above, in case of change of statutory laws which affect the main objective of this Agreement, Bank reserve the right to terminate this Agreement or any subsequent amendment and / or any particular order, in whole or in part by giving Bidder/ Vendor at least thirty (30) days' prior notice in writing.

    The Bidder/ Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder/ Vendor for the tenure of this contract and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Agreement and subsequent agreement for any reason whatsoever would be a process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Bidder/ Vendor shall continue to provide the Deliverables and the services in accordance with this Agreement and subsequent amendment and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of this Agreement, if any, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

    Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement or subsequent amendment, if any, Bank shall pay to Bidder/ Vendor, within thirty (30) days of such termination or expiry, of the following:

    a. All the undisputed fees outstanding till the date of termination or upon the termination or expiry of subsequent Agreement.
    b. The rights granted to Bidder/ Vendor shall immediately terminate.

    The Bank shall provide the Bidder/ Vendor a remedy period of thirty (30) days to rectify a material default. The Bank shall provide in writing the nature of the default to the Bidder/ Vendor through a letter or mail correspondence. The thirty (30) days time period shall commence from the day the Bank have sent such correspondence to the Bidder/ Vendor.

11. In case of termination of contract, the Bank shall immediately take possession and control of all documents, record of transactions, information and assets and also reserves its right to destroy the data, hardware and all records (digital and physical) relevant to the service being provided by the Bidder. The Bank reserves the right to purge Banks information from Bidder's access.

12. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.

13. Bidder/Vendor shall orderly handover the project, complete system documentation, knowledge transfer etc. to the Bank or Service Provider selected by the Bank on completion of the contract/ termination of the contract, without any additional cost to the Bank.

14. The Bank reserves the right to terminate the contract at any time in case the successful bidder fails to meet any of the requirements as mentioned in the RFP.

15. Under no circumstances Bank shall be liable to the Vendor and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.

4.10 Privacy & Security Safeguards

The Bidder shall not publish or disclose to third parties in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures, and implementation plans to ensure that IT resources leaving the control the assigned user (such as being reassigned, removed for repair, replaced, or upgraded). The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

4.11 Business Continuity Plan

The bidder shall ensure to have effective business continuity and disaster recovery plan. The bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable laws in force.

4.12 Data Protection

Bidder shall process Bank's personal data on Bank's behalf as part of the Services, bidder shall ensure compliance to Data Security, Data Secrecy, Data privacy related issues and comply with the Information Technology Act, 2000, Information Technology (Amendment) Act, 2023, Digital Personal Data Protection Act 2023 as and when applicable and shall comply with all applicable privacy and data protection provisions and applicable laws / future laws/ laws enforced from time to time. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Any Web portal used by the bidder to procure Bank Data shall be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.

The vendor to Immediately report of customer-data breaches or cyber security incidents involving customer data to the Bank.

The vendor shall report immediately to the bank regarding any unusual cyber incident occurring at the infrastructure of Vendors, Partners, or TPSPs that impacts their operations.

The vendor to ensure prohibit storage of sensitive customer (Bank's customers) data in plain text and enforce encryption/masking across all technology layers and logs.

Ownership of data in the cloud – Cloud Service Provider (CSP) should have no rights or licenses, including without limitation intellectual property rights or licenses, to use data owned by Bank for its own purposes by virtue of the transaction or claim any security interest in data owned by Bank.

Isolation of bank's data from other customers of CSP.

Access to and disclosure of the Bank's information assets by the CSP – Information should only be used by the CSP strictly for the purpose of the contracted service, and in accordance with the terms of pertaining to such use).

Vendor to ensure secure removal, return, retention and/or destruction of assets and data belonging to Bank, upon termination of arrangement.

There should be an obligation for the CSP to provide notification to the Bank in the event of any significant changes that may impact service availability (including controls and/or location).

It will the liability of the CSP in the event of a breach of security or confidentiality and the CSP's obligation to inform the Bank.

Data Localization (Circular: DPSS.CO.OD.No 2785/06.08.005/2017- 18 dated April 06, 2018): CSP shall ensure all payment data processed by payment system operators must be stored only in India. If data is processed abroad, it must be deleted from foreign systems and repatriated to India within 24 hours.

CSPs must demonstrate compliance with the Digital Personal Data Protection (DPDP) Act, 2023, including consent management, data minimization, and purpose limitation. Data fiduciaries (i.e., PNB) shall ensure processors (i.e., CSPs) meet all obligations as per Section 7 and 8 of the Act.

4.12.1 Data Processing

This Clause governs the Processing of Personal Data in connection with the Services between Punjab National Bank ("PNB" or the "Bank") and [Service Provider] (the "Service Provider").

In case of conflict with any other provision of the Agreement regarding the Processing of Personal Data, this Clause shall prevail.

4.12.2 Definitions and Interpretation

Under this Clause, the capitalised terms listed below shall have the following meanings:

A. "**Service Provider-Collected Data**" means Personal Data processed by the Service Provider on behalf of Punjab National Bank (PNB).

B. "**Data Protection Laws and Regulations**" means all applicable laws and regulations relating to privacy or the use or Processing of data relating to natural persons, including **The Digital Personal Data Protection Act, 2023** and the **Digital Personal Data Protection Rules, 2025** as amended time to time.

C. **"Data Fiduciary"** means any person who alone or in conjunction with other persons determines the purpose and means of Processing of Personal Data. It is Punjab National Bank (PNB) and includes its affiliates.

D. **"Data Principal"** means the individual to whom the Personal Data relates and where such individual is—

   i. A child includes the parents or lawful guardian of such a child.

   ii. A person with disability, includes her lawful guardian, acting on her behalf.

E. "**Data Principal Request**" means a request from a Data Principal to exercise the Data Principal's rights under Data Protection Laws and Regulations in relation to Personal Data, including with respect to:

i. Right to access information about Personal Data.

ii. Right to correction and erasure of Personal Data.

iii. Right of grievance redressal.

iv. Right to nominate.

v. Right to withdraw consent

F. **"Data processor"** means any person / service provider who processes Personal Data on behalf of a Data Fiduciary and includes a sub-processor. It is <Entity Name> and includes its affiliates.

G. "**Permitted Purpose(s)**" means the receipt and subsequent use of Personal Data:

i. As permitted by Data Protection Laws and Regulations.

ii. As instructed by PNB; and/or

iii. As specifically set out in this principal agreement.

H. "**Personal Data**" means any data about an individual who is identifiable by or in relation to such data, in a digital format

I. "**Process**" or "**Processed**" or "**Processing**" in relation to Personal Data, means a wholly or partly automated operation or set of operations performed on digital Personal Data, and includes operations such as collection, recording, organisation, structuring, storage, adaptation, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction.

J. "**Services**" means services, products and/or other activities to be supplied to PNB or carried out by the Service Provider pursuant to the principal agreement.

K. All capitalized terms used in this Clause and not otherwise defined herein, unless the context otherwise requires, have the meanings given to such terms in the principal agreement and the Data Protection Laws and Regulations.

4.12.3 Processing of Personal Data

A. The Parties agree that with regard to the Processing of Personal Data, the Service Provider shall be deemed to be the <Data Processor> and shall be solely responsible for compliance with all applicable laws, rules and regulations in connection with its use, including, but not limited to, Data Protection Laws and Regulations.

B. All personal data shared by PNB must be tagged and maintained under the highest classification of confidentiality specified in the Punjab National Bank's policy and guidelines. It shall only process Personal Data in accordance with the permitted purposes or as instructed by Punjab National Bank or in accordance with the conditions laid down in this Clause. The instruction at the time of entering into this contract by Punjab National

Bank is that the Service Provider may only process the Personal Data with the purpose of delivering the Services under the principal agreement.

C. Annexure (As Per MSA) to this Clause sets out certain information regarding the processor/fiduciary's Processing of the personal Data. Punjab National Bank may make reasonable amendments to Annexure (As Per MSA) by written notice to the Service Provider from time to time as Punjab National Bank considers necessary to meet those requirements.

D. The Service Provider shall take no unilateral decisions regarding the Processing of the Personal Data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.

E. The Service Provider shall comply with its obligations under Data Protection Laws and Regulations in respect of the Processing of all Personal Data.

F. The Service Provider's obligations arising under the terms of this Clause apply also to whomsoever processes Personal Data under the Service Provider's instructions.

G. The Service Provider shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the principal agreement, and to comply with applicable laws in the context of that individual's duties to the Service Provider processor/fiduciary, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4.12.4 Security

A. In Processing the Personal Data, the Service Provider shall maintain the appropriate technical and organizational measures to protect Personal Data (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), and to ensure the confidentiality and integrity of such Personal Data.

B. Service Provider shall implement and maintain a standard and appropriate security program comprising adequate security, technical and organizational measures, including encryption, access controls, monitoring, and breach response, to protect against unauthorized, unlawful, or accidental processing, use, erasure, loss, or destruction of, or damage to Personal Data. The Service Provider shall also maintain detailed access and processing logs for all Personal Data for a minimum period of one (1) year after processing, in compliance with applicable law, and ensure such logs are protected against tampering and unauthorized access.

C. Service Providershall not modify, alter, delete, publish, or disclose any Personal Data to any third party, nor allow any third party to process such Personal Data on Service Provider behalf unless the third party is bound to similar confidentiality and data handling provisions.

D. Service Provider shall make sure that only its personnel who "need-to-know" shall be given access to Personal Data to the extent necessary to perform its obligations. It shall provide adequate training to its staff and ensure that they comply with the obligations under this Clause.

E. The Service Provider shall provide Punjab National Bank, promptly on request, with details regarding the measures it has adopted to comply with its obligations under this Clause and under the Data Protection Laws and Regulations.

4.12.5 Third party sub-processors

A. The Service Provider may authorize within the framework of this Clause to engage third parties to process the Personal Data ("sub-processor"), with the prior written approval of Punjab National Bank

B. The Service Provider shall in any event ensure that such sub-processors shall be obliged to agree in writing to the same duties that are agreed between Punjab National Bank and the Service Provider pursuant to this Clause.

C. The Service Provider may continue to use those sub-processors already engaged by the Service Provider as at the date of this contract, subject to the Service Providers in each case as soon as practicable meeting the obligations set out in Clause 4.4.

D. With respect to each sub-processor, the Service Provider shall:

i. Before the sub-processor first processes Personal Data, carry out adequate due diligence to ensure that the sub-processor can provide the level of protection for Personal Data required by the principal agreement.

ii. Ensure that the arrangement between the Service Provider and the sub-processor, is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this Clause and the applicable laws.

iii. Provide for review such copies of the Processing agreement with sub-processor as Punjab National Bank may request from time to time.

If that arrangement involves a restricted transfer, ensure that the requirements prescribed for transfer outside India are fulfilled, for example compliance should be maintained with respect to the 'data transfer restriction' issued by the Government of India.

E. The Service Provider shall be liable for the acts and omissions of its sub-processors to the same extent the Service Provider would be liable if performing the services of each sub-processor directly under the terms of this Clause.

4.12.6 Reporting

A. In the event of a security leak and/or the leaking of Personal Data, the Service Provider shall, to the best of its ability, promptly notify Punjab National Bank. This duty to report applies irrespective of the impact of the leak. The Service Provider shall ensure that furnished information is complete, correct and accurate in all respects and as required by the Digital Personal Data Protection Act, 2023 and the DPDP Rules, 2025.

B. The duty to report includes in any event the duty to report the fact that a leak has occurred, including details regarding

i. a description of the breach, including its nature, extent, timing and location of occurrence and the likely impact

ii. the consequences relevant to a 'Data Principal', that are likely to arise from the breach.

iii. the broad facts related to the events, circumstances and reasons leading to the breach.

iv. measures implemented or proposed, if any, to mitigate risk.

v. any findings regarding the person who caused the breach.

vi. remedial measures taken to prevent recurrence of such breach

The report shall contain sufficient information to allow Punjab National Bank to meet any obligations to report or inform 'Data Principal' and 'Data Protection Board of India' of the Personal Data breach under the Data Protection Laws and Regulations.

C. Sub-processor shall co-operate with Service Provider and take such reasonable commercial steps as are directed by Service Provider to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

4.12.7 Other Obligations

A. The Service Provider shall, to the extent legally permitted, promptly notify Punjab National Bank if a 'Data Principal Request' that relates to Personal Data is received by it.

B. The Service Provider shall promptly notify the Bank upon receipt of any Data Principal Request and shall not take any action except as expressly instructed in writing by the Punjab National Bank. Upon executing the Bank's written instructions, the Service Provider shall promptly act and provide a confirmation (via email) to the Bank affirming that the specific direction has been duly complied with. The processor shall maintain records of such notifications and instructions for a minimum of one (1) year for compliance purposes.

C. The Service Provider shall provide Punjab National Bank with full co-operation and assistance in responding to any 'Data Principal Request' by implementing reasonable and appropriate technical and organizational measures for the fulfilment of obligations to respond to a 'Data Principal Request' under Data Protection Laws and Regulations.

D. The Service Provider shall promptly co-operate with Punjab National Bank and promptly provide such information and assistance as Punjab National Bank may require, to enable Punjab National Bank to comply with its obligations under the Data Protection Laws and Regulation.

E. The Service Provider shall after Punjab National Bank's written request hereof provides documentation substantiating that: (a) the Service Provider Data processor complies with its obligations under this Clause and its instruction; and (b) the Service Provider complies with the Data Protection Laws and Regulation in respect of the Processing of the Personal Data.

4.12.8 Assessments and audits

The Service Provider shall provide reasonable assistance to Punjab National Bank with any data protection impact assessments and audits required in terms of The Digital Personal Data

Protection Act, 2023, Digital Personal Data Protection Rules, 2025 and Rules made thereunder and as amended time to time.

4.12.9 Confidentiality

A. The Service Provider agrees that it shall maintain the Personal Data processed by it on behalf of Punjab National Bank in confidence.

B. The Service Provider agrees that, save with the prior written consent of Punjab National Bank, it shall not disclose any Personal Data supplied to the processor/fiduciary by, for, or on behalf of, the Punjab National Bank to any third party.

C. The Service Provider shall not make any use of any Personal Data supplied to it by Punjab National Bank otherwise than in connection with the provision of services to Punjab National Bank.

D. The Service Provider shall ensure that access to Personal Data is restricted to only the employees to whom it is necessary and relevant to process the Personal Data in order for the Service Provider to perform its obligations under this agreement. This non-disclosure and confidentiality to apply even after employment of employees with the Service Provider has ended.

E. The Service Provider shall ensure that all its employees execute a legally binding confidentiality agreement prior to accessing/processing the personal data. This agreement must explicitly require compliance with the DPDP Act, 2023, and the Rules made thereunder, prohibiting any unauthorized processing or disclosure and ensuring that such confidentiality obligations survive the termination of their employment or this Agreement; further, the Service Provider shall maintain records of these signed undertakings and provide to the bank upon request."

F. The obligations in this clause shall survive the termination of this principal agreement.

G. Nothing in this Clause shall prevent either party from complying with any legal obligation imposed by a regulator or court. Both parties shall, however, where possible, discuss together the appropriate response to any request from a regulator or court for disclosure of information.

4.12.10 Deletion or return of Personal Data by Service Provider

A. The Service Provider shall within [3 days] of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Personal Data.

B. The Service Provider shall (a) return a complete copy of all Personal Data by secure file transfer in such format as is notified by Punjab National Bank to the Service Provider; and (b) delete and procure the deletion of all other copies of Personal Data processed by any sub-processor. The Service Provider shall comply with any such written request within [15 days] of the Cessation Date.

C. The Service Provider shall ensure that Personal Data is only stored and retained as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose. The same shall be informed to Punjab National Bank, prior to retaining the data.

D. The Service Provider shall provide written certification to Punjab National Bank that it has fully complied with sub clause 9 of this Clause within [15 days] of the Cessation Date.

4.12.11 Restricted Transfers

The parties agree that PNB and the Service Provider shall comply with all obligations/liabilities/penalties/restrictions casted upon the data exporter and data importer by the data protection laws or any other law of the country.

4.12.12 Right to Audit

A. To confirm compliance with this Clause, RBI/Punjab National Bank shall be at liberty to conduct an audit of Service Provider's policies and practices (either on its own or by assigning an independent third party). Any such audit shall follow the Service Provider's reasonable security requirements and compliance with the Data Protection Laws and Regulations.

B. The findings in respect of the audit shall be discussed and evaluated by the Parties and, where applicable, implemented accordingly by the Service Provider.

4.12.13 Liability and Indemnity

Service Provider indemnifies Punjab National Bank and holds them harmless against all claims, actions, penalties, third party claims, losses, damages and expenses etc. incurred by Punjab National Bank and arising directly or indirectly out of or in connection with a breach of this Clause.

4.12.14 Miscellaneous

A. This Clause is entered into for the duration set out in this principal agreement and this Clause may not be terminated in the interim.

B. Each Party hereto hereby represents that it has the legal and corporate right and full power and authority to enter and deliver this Clause, to perform its obligations hereunder and to consummate its actions and obligations contemplated hereby.

C. The terms of this Clause shall on and from the Effective Date be deemed to have been incorporated and be an integral part of this principal agreement.

D. The provisions of this Clause shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and affiliates.

4.13 Use of Name/Logo of the Bank

Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any Bank's employee or agent, without Bank's prior, written, express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this RFP and shall entitle the Bank to take appropriate actions as available to it in law and this document.

4.14 Entire Agreement

This RFP/Agreement and its documents contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, communications, negotiations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract. The Parties expressly acknowledge that, in relation to the subject matter of this Agreement, each of them assumes no obligations of any kind whatsoever other than as expressly set forth in this Agreement.

4.15 Entire Assignment

The Bidder /Vendor shall not assign, in whole or in part, its obligations to perform under the RFP/contract/SLA, except with the Bank's prior written consent.

4.16 Non-Exclusivity

Notwithstanding anything contained in the present document, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of contract.

4.17 Delay in Vendor Performance

Delivery of the goods and performance of the Services shall be made by the Vendor in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the supplier shall result in imposition of liquidated damages and/or termination of the contract for default including liquidation of PBG.

4.18 Notices and Other Communications

The notices shall be sent, in writing and signed by the competent authority, either personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other Party at the addresses, email and fax number given in the contract.

Notices shall be deemed to be served upon the parties only on receipt, except when it is sent through the registered post and same shall be deemed to be delivered within five (05) working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided herein.

4.19 Audit

All records with respect to any matters covered under this RFP/SLA shall be made available to auditors and/or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory/statutory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. 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 shall be subject to the requirements of statutory and regulatory authorities.

Bank can conduct any third-party inspection/audit for any phase of the contract and successful bidder must take all necessary changes as mentioned by the results of these audits. Bank shall incur the cost of appointment of a third-party audit and successful bidder must ensure that findings of the audit are successfully closed by successful bidder within mutually agreed timelines.

Vendor shall allow the Bank, its authorized personnel, its auditors (internal and external) and/or other statutory/regulatory authorities an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records shall be out of the scope for the purpose of audit conducted by the Bank. If Vendor is outsourcing any portion of the above activity, it shall be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.

Vendor shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded.

Vendor recognizes the right of Government of India (GOI), Reserve Bank of India (RBI) and / or any regulatory authority to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Bank of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Bank shall not exercise right to audit more than twice in a financial year.

Outsourcing agreement shall also include clause to recognize the right of the Reserve Bank to cause an inspection to be made of a service provider of a Bank and its books and account by one or more of its officers or employees or other persons.

The outsourcing agreement shall provide for the preservation of documents and data by the service provider in accordance with the legal/regulatory obligation of the Bank in this regard.

4.20 Survival

The Parties have expressly agreed that any liabilities or obligations set forth in this Agreement by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this Agreement.

4.21 Severability

The clauses of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).

4.22 Amendment

This Service Level Agreement (SLA) shall not be altered or modified except by a written Agreement or addendum signed by duly authorized representatives of the Parties.

4.23 Non-Disclosure Agreement

By virtue of Contract, as and when it is entered into between the Bank and the Vendor, and its implementation thereof, the Vendor may have access to the confidential information and data of the Bank and its customers. The Vendor shall enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data including but not limited to the following: -

1. That the Vendor shall treat the confidential information as confidential and shall not disclose to any third party. The Vendor shall also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

2. That the Vendor shall agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the Vendor shall also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Vendor shall use full efforts to advise the Bank immediately in the event that the Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Vendor and shall cooperate in all manner in seeking injunctive relieve against any such person.

3. That if the Vendor hires another person to assist it in the performance of its obligations under the Contract or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause shall remain valid even after the termination or expiry of this agreement.

4. That the Vendor shall strictly maintain the secrecy of Bank's data.

5. The Bank shall provide access to its premises to the authorized personnel of the Vendor to carry out the work related to installation etc. which is required to perform its obligation to Bank. In accessing Bank's premises, the Vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the agreement.

6. Even if any employee of the Vendor leaves the job or his services are terminated/expires, the Vendor shall ensure that Banks confidential information is not shared with any third party nor Banks confidential information is used to derive unauthorized profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

7. The obligation contained in this clause shall survive even after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.

8. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be Vendor agrees to indemnify the Bank against any loss suffered by Bank due to breach of confidential terms as mentioned hereinabove.

4.24 Cancellation of Purchase Order

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

1. Non submission of acceptance of order by the bidder within seven (07) working days of placement of Purchase Order.
2. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
3. Non signing of contract within the time specified by Bank.
4. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.
5. Change in Bank's requirement(s)/Policy.

4.25 Force Majeure

Notwithstanding anything contained in this Agreement, the Vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the Vendor shall notify within 30 days the Bank in writing, the Vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement, and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims. Instances of Commercial difficulty shall not be covered under "Force Majeure".

4.26 Not acceptance/ Non-execution of Order

In case the bidder shortlisted through this RFP process (hereinafter called "successful bidder") refuses to accept / execute the order, Bank may invoke the PBG/EMD and terminate the Purchase Order and Contract. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

4.27 Liquidated Damages and Penalty

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default. The liquidation 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, warranty, maintenance etc.) by the Service Provider.

Notwithstanding Bank's right to terminate the order, penalty at 1% (one percent) of the undelivered portion of the order value per week shall be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the order value. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder/Vendor. Such penalties shall be based on the timelines stated by the Service Provider during the presentation to the Bank.

If the Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the Bidder after imposing Penalty on Bidder. Penalty shall be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

The Bank shall consider the inability of the Service Provider to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Service Provider except situations where delays may be attributable to factors outside the Vendor's control, particularly delays in receiving necessary data/inputs from the Bank.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. SLA/RFP violation shall attract penalties.

4.28 Limitation of Liability

The Bidder's/Vendor's aggregate liability under or in connection with this Agreement shall not exceed the total Agreement Value (TCO Value), regardless of the nature of the claim or the method of dispute resolution. However, this limitation of liability shall not apply to the specific exceptions set out herein, and in such cases, the Bidder/Vendor shall be liable for the full amount of any loss, damage, cost, compensation, penalty, or expense suffered or incurred by the Bank:

1. Liability of Bidder/Vendor for third party claims for IP Infringement.
2. Liability of Bidder/Vendor (including third party claims) in case of bodily injury (including Death).
3. Liability of Bidder/Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence.
4. Liability of the Bidder/Vendor arising from fraud, fraudulent misrepresentation, gross negligence, or wilful misconduct committed by the Bidder/Vendor, its employees, agents,

subcontractors, or representatives in connection with the performance of services or discharge of obligations under this Agreement.

5. Breach of the confidentiality, data privacy or information security obligations by the vendor.
6. Vendor shall be liable only for employment-related claims arising from its employees and not for claims resulting from Bank's acts or omissions.
7. Vendor shall be liable only to the extent the penalty, fine or regulatory action directly results from Vendor's breach of applicable law, regulatory requirements or contractual obligations.

This clause shall not apply to any law, judicial/ quasi-judicial determination or Government's directions to the contrary, and to the maximum extent permitted by law.

Neither Party shall be liable for any indirect, incidental, special or consequential damages, including loss of profit, revenue, business opportunity or goodwill.

4.29 Data Purging

The Vendor should ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital and physical), if necessary. To ensure the seamless transition, the Vendor should cooperate fully with the Bank/the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.

4.30 Statement of Shareholding Pattern

Bidder to submit shareholding pattern of the company, partnership or LLP (As on last date of bid submission). It is to be submitted along with technical proposal.

4.31 Information Security

Successful Bidder upon selection shall comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during and after the contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Vendor shall be recovered from the Vendor.

4.32 No Right to Set Off

In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and crossclaim and or otherwise shall be available under this contract to the Bidder for any payment's receivable under and in accordance with that business.

4.33 Publicity

Any publicity/ public announcement relating to the Agreement, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from the Bank.

4.34 Compliance with Laws

The Bidder shall comply with all laws and regulations applicable to their respective businesses and updated/revised/ amended from time to time including without limitation, all privacy, database, copyright, trademark, patent, trade secret, Labour Laws, Anti-Bribery Laws, environmental protection, data protection competition Act and all other applicable laws from time to time. Further Vendor shall adhere to General Financial Rules, 2017, and clarifications/ Office Memorandum issued by Department of Expenditure, Ministry of Finance and stay informed about further changes in the relevant laws, GFR, and clarifications/ OMs from the Ministry.

4.35 Use of Contract Documents and Information

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Bank in Bid document or otherwise except for purposes of performing contract.

4.36 Contract Between Bank and Shortlisted Bidder/TSP (Technical Service Provider)

The shortlist bidder/TSP shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank.

4.37 Principal to Principal Relationship

1. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Bidder. The relationship is on principal-to-principal basis.
2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
3. Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
4. All employees/personnel/ representatives/agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.
5. The Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

6. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Bidder its prior written consent.

7. Bidder shall fulfil all applicable labour employment, social security and industrial laws, rules, regulations, notifications, codes including any amendments, re-enactments, replacements or successor legislations thereto (including but not limited to Code on Wages, 2019, Code on Social Security, 2020, Industrial Relations Code, 2020, Occupational Safety Health and Working Conditions Code 2020) or any other applicable future laws. The Bidder shall be solely responsible for payments of wages, bonus, Provident Fund, ESI/ Social Security Contributions, gratuity and all other statutory dues payable with respect to each of its personnel/employees engaged to render service under this Agreement. No dues/contributions under any labour legislations, as applicable, from time to time remain payable with respect to his personnel/employees. The Bidder shall have no claims whatsoever against the Bank with respect to his personnel/employees. The Bidder shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions or/ and any other payment due to personnel/employees of under applicable labour employment, social security and industrial laws, rules, regulations, notifications, codes etc. applicable from time to time.

4.38 Waiver

Any failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.39 Adherence to the Cyber Security Policy

1. Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
2. The Bidder should be aware about Bank’s IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the Bank’s data including process performed at the Bank premises.
3. Bidder shall agree and provide undertaking not to disclose any Bank information and shall maintain confidentiality of Bank information as per policy of the Bank and shall sign “Non-Disclosure Agreement” document provided by Bank.
4. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement also.
5. All information /resources (online/in-person) of the Vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
6. Credentials of Vendor/third party personnel accessing and managing the Bank’s critical assets shall be maintained and shall be in accordance with Bank’s policy.

7. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of Vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party Vendor's/service providers & partners.
8. Vendor criticality assessment shall be conducted for all partners & Vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.

4.40 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as "Purchaser" or "Bank", shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.41 Sub-Contracting

Subcontracting is not allowed under this RFP. Bank shall only deal with the bidding entity i.e. the Bidder, who shall be responsible for delivery of all services. The bidder shall be fully responsible to the Bank for execution of the contract in its entirety and compliance of SLA, the delivery of all the services as per the RFP and shall be a single point of contact.

4.42 Insurance

The hardware, components, equipment, etc to be supplied under the contract period as a part of the service shall be fully insured by the bidder till installation of the same, against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and integration. Bank shall not be responsible for any loss to the bidder on account of non-insurance to any equipment, goods or services. All expenses towards insurance shall be borne by the successful bidder.

4.43 Questionnaire for Risk Management

The bidder to submit response to questions given in Annexure 20 Questionnaire for Risk Management covering following Risk areas in it and submit relevant supporting document as part of technical proposal.

i. Reputational Risk
ii. Business Continuity/Operational Risk
iii. Financial Contract Risk
iv. Technology and Cyber Security Risk
v. Mandatory Domain

5. Section V: Special Conditions of Contract (SCC)

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

6. Section VI: Schedule of Requirements

6.1 Purpose of the Project

Bank currently has its Data Centre at Sansad Marg, Delhi and is constructing its new Data Centre at Gurugram. Bank is also migrating its existing DRS from Belapur to Yotta Panvel. The new DC being Constructed at Gurugram will become the Primary DC. Existing DC at Sansad Marg will be converted to NDC and Infra from existing NDC Dwarka site will be shifted either to new DC/new NDC.

The purpose of this RFP is to select a reputed and experienced bidder to supply, install, commission and maintain new Enterprise level SAN Storage Solution, at new PNB Data Centres at Gurugram, Disaster Recovery Site at Yotta Panvel and NDC at Sansad Marg for Bank's Applications. Bank also intends to achieve Storage based synchronous replication for selected applications to achieve Zero Data Loss between DC and NDC and Storage based replication with near zero data loss across the mentioned three PNB Data Centres.

6.2 Scope of Work

6.2.1 Detailed scope

a. Successful Bidder, is required to supply, delivery, installation, deployment, configurations, commissioning, Migration of data from existing storage, Maintenance and support for Enterprise Level SAN Storage along with supply, installation, and maintenance of SAN switches, complying with technical specifications as mentioned in this Scope of Work along with all the required accessories, licenses for making the storage and SAN switch operational and management software/ tools etc. for status reporting and management of respective items.

b. All Storages, SAN Switches should be under 3 years comprehensive onsite warranty and 2 years AMC post expiry of warranty period. Bank may further extend AMC for 2 years, if required. Warranty will be reckoned from the date of implementation sign off by the Bank.

c. The Storage capacity mentioned in the requirement is the usable capacity. All Storages supplied must be of the specified usable capacity.

d. Vendor shall be responsible to make the hardware live as mentioned in the requirement and should take care of supply and installation of all the connecters, wiring required to run the Storage solution.

e. During the whole contract period, if under-estimation of the software licenses is found, the shortfall must be provided by the bidder at no extra cost to the Bank. All the Licenses need to be configured for complete capacity of system proposed.

f. Any additional hardware, software required for running the monitoring software need to be factored by the bidder, bank will not provide any hardware or software for the same.

g. Vendor should ensure that proposed hardware and software components should not be End of sale at least during next 2 years from the last date of bid submission and should not reach end-of-support within 7 years from date of delivery of the device's, the same responsibility shall so survive even after termination or expiry of the contract. For all in-scope hardware and associated software as mentioned in this document, Vendor should not quote components going end-of-sale within 24 months from the last date of Bid submission

h. Vendor to provide Certificate that the supplied Storage or any other component is free from any defect and malicious code as per RBI guidelines.

i. The key deliverables under this scope include:

    i. Delivery of equipment at bank's locations
    ii. BOQ verification
    iii. Mounting of hardware components
    iv. Power-On Self-Test
    v. Storage and SAN Switch Installation and configuration
    vi. Data Migration on Windows, Linux, Solaris, AIX & other platforms from existing storage to proposed storage. Bank may decide for storage based or host-based migration depending on the requirement.
    vii. Support in pre & post Go-Live Audit by Bank or any agency appointed by Bank.
    viii. Replication configuration
    ix. Acceptance and handover to Bank.

j. Following shall be the milestones with their timeline:

Milestone	**Timelines**
Delivery of complete hardware & software	Within 10 **weeks** from the date of issuance of Purchase Order.
Complete installation of Storage & SAN Switches including Configuration of Storage based replication	Within 16 **weeks** from the date of issuance of purchase order.
Data Migration	Within 20 **weeks** from the date of issuance of purchase order.

k. In case of delayed delivery or incorrect/incomplete delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty/Liquidate Damages and for other calculation.

l. The delivery plan must be synchronized with the project delivery timelines of Bank.

m. If any hardware, software, services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of work and should be supplied without any additional commercial to the Bank.

n. Bidder to provide onsite resources after Complete installation of Storage & SAN Switches including configuration of storage-based replication i.e., implementation sign off by the Bank.

6.2.2 Implementation

a. Implementation should be done by OEM only. The bidder must factor resources of the OEM for undertaking installation, implementation and data migration from respective OEM as per timelines mentioned in the scope of this RFP.

b. Vendor must ensure the availability of adequate implementation team till the installation and commissioning of the Storage has been completed and sign off is given by the Bank.

c. Vendor to ensure seamless migration, connectivity and integration of supplied storage with the existing IT Infrastructure running on heterogenous platform at all the sites.

d. Migration is a key factor for the bank and hence Vendor/OEMs should have the capability to migrate data with minimum or with no disruption to the running applications, servers and storage. Preferably the migration should be done non- disruptively with no application downtime. If this is not possible migration should be done at the storage level to minimize downtime and SI/OEMs should explain in detail how they achieve this.

e. The Vendor should provide, install, and migrate data from existing storage to new storage. Vendor has to make sure the connectivity and integration of proposed storage solution with the existing IT Infrastructure and Storage boxes. The proposed storage must support data migration of existing storage with ZERO data loss.

f. Vendor's installation team must ensure all the necessary connectivity (networking/cabling/zoning etc) and integration of proposed enterprise storage with the existing Servers and Tape library. Vendor is also responsible for Network IP configuration of Storage and SAN Switch. The implementation team should have knowledge of various operating systems which will be hosted on storage.

g. Storage should be configured on OEM rack along with (single/three phases) Power strips (PDUs). Power cables, Network cables, Fibre cables (for interconnecting Storage and SAN Switch) and any other components required for successful implementation of the solution are to be supplied and commissioned by the Vendor. Only floor Rack Space to mount rack, Power & cooling to be supplied by the Bank.

h. Vendor must ensure a neat cabelling, labelling of FC and Ethernet cables required during implementation of the storage and SAN Switch, and a high standard implementation.

i. Vendor should have basic administration knowledge of windows, Linux, solaris, AIX and other OS, such that that no issues arise during data migration.

j. Vendor shall carry out integration of storage with SAN Switches. SAN Switch-Host connectivity flow details to be provided through a formal document that will become part of sign-off document.

k. All the required equipment like servers, storage, tape library etc. are required to be connected and configured to both the SAN switches to achieve no single point of failure.

l. Any SAN Switch level configuration required for integration of the storage with any new applications in future to be carried out by the bidder during implementation, warranty and AMC period with no extra cost (as many times as may be required)

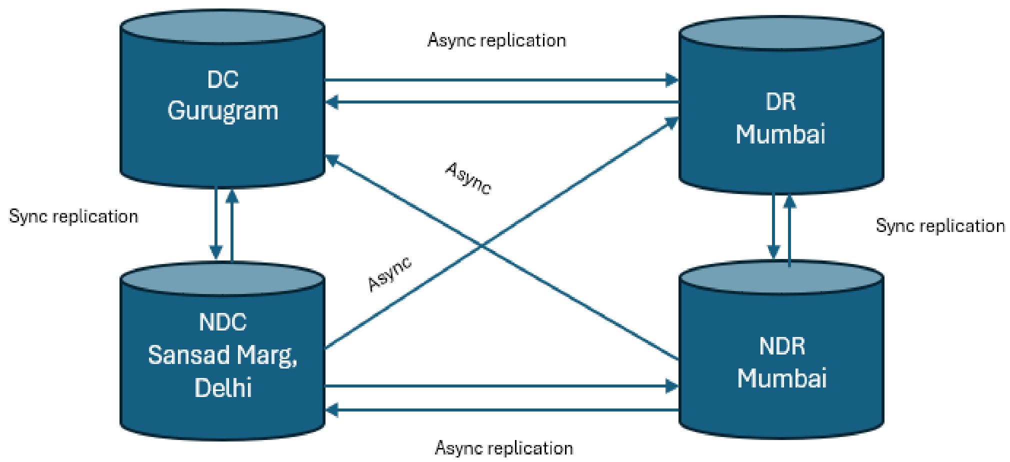
m. Documents should be delivered by the Vendor to the Bank including operation manuals, design documents, process documents, system configuration documents etc. (in physical or soft copy)

n. All works related to implementation like cable laying, tagging, lifting, shifting and all relevant activities as per data centre norms are in scope of the vendor during the entire contract period.

o. Before installation the vendor shall check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / are damaged etc., the vendors' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The vendor shall have to arrange for all testing equipment and tools required for installation and maintenance.

p. Vendor has to arrange support and consultancy from OEM SME (Subject Matter Expert) team whenever demanded by Bank during contract period.

q. Vendor to configure Storage based Synchronous/Asynchronous Replication between all new storage supplied at all PNB Data Centres (DC, NDC & DR) with near zero data loss and data integrity within the stipulated time frame specified by Bank. The configuration should be in such a manner that in future, the same may be extended for upcoming NDR.



r. Since NDR site will be setup in future, replication at NDR site to be established in future.

s. Compatibility issues of sub-systems with OS, respective drivers, firmware, any other components are to be resolved by the bidder, and it should be installed, if required. Vendor has to co-ordinate with Bank or Bank's System Integrator for Storage, SAN Switches and other configuration details for the installation, implementation and configuration of Storage and associated software Licenses, SAN Switches, and its related software licenses.

t. Vendor has to carryout necessary tuning and hardening of storage as per OEM recommended parameters to have optimum performance of Storage Solutions

u. Vendor is required to provide adequate resources, which may be required for successful completion of Implementation within timeline.

v. Post end-to-end installation and implementation of Storage solution by the Vendor, Bank or Bank's System Integrator will conduct acceptance test to verify installation's compliance with the configuration and relevant setting provided by Bank.

w. Post installation and commissioning activity at site, all respective validations should be checked and reports need be submitted to Bank for sign-off of successful installation.

x. Vendor shall submit a Completion Report duly signed by authorised representatives of the Bank. The report should contain date of delivery, date of installation at the specified locations and date of start of warranty for all the Hardware installed at the stipulated locations, as soon as the entire installation is completed.

y. Vendor has to document the installation details (site wise) such as Model, Serial number, connectivity diagram, User Credentials and handover to the Bank along with Licenses details, technical manuals etc. This document should also capture the various application/server details connected to the new storage solutions with LUN details.

z. Confidentiality of the Bank's setup must be maintained by vendor.

6.3 Management/ Maintenance

a. Supplied Storage solution should have hardware management console for centralized management of the proposed Storage.
b. Apart from maintaining uptime, activities to be performed by Vendor resource during entire contract period for day-to-day activities will include, but are not limited to, the following:
    i. Storage Disk allocation
    ii. Storage volume creation/modification/removal and mapping to host
    iii. Storage volume group add/modification/removal.
    iv. Storage Cluster-host configuration/modification/removal
    v. New host addition/removal in storage
    vi. Storage-Host-SAN migration task(multi device environment)
    vii. Storage performance analysis
    viii. Storage level data replication
    ix. SAN configuration modification
    x. SAN SFP log report and performance analysis
    xi. Zoning related task for host and storage/tape connectivity
    xii. LPAR creation/migration
    xiii. Filesystem creation/modification/deletion and space reclamation
    xiv. VG creation/modification/deletion
    xv. VG/Filesystem Migration from one LPAR to another
    xvi. ASM disk identification and Labelling
    xvii. Patching, Firmware upgradation of all the in-scoped infrastructure as per Bank's Policy.
    xviii. VAPT, audit observations closure

xix. Integration of CSI (Container Storage Interface) with leading OEMs.

c. Vendor should also provide support for un-mounting and mounting of hardware and other components supplied from the rack in the event of reallocation of racks or changes made at site based on Bank's requirements.

d. Vendor shall adhere to the service level specified in this scope for the maintenance of equipment and software supplied by the Vendor.

6.4 Warranty and AMC

a. All the components delivered along with the SAN Storage & SAN Switches should be covered under onsite comprehensive warranty of 3 years which will start from the date of installation, commissioning, and acceptance by the Bank and AMC ((2 Years) date afterwards warranty) from the Vendor. AMC may further be extended for 2 years, if required.

b. Vendor has to provide complete call logging details along with escalation matrix.

c. The replacement unit during warranty & AMC has to be shipped by Vendor to the location and the Vendor should install, configure and integrate the same. Once confirmed on the successful working of the device, the faulty unit has to be collected by the Vendor. All charges towards replacement shall be borne by the Vendor. No charges whatsoever would be paid by the Bank.

d. All future software upgrades, patches, firmware with feature additions, if any during entire contract period for the Storage and SAN switch solution to be provided by the vendor without any additional commercial to the Bank.

e. Vendor should have warehouse in Delhi NCR, Mumbai MMR (Mumbai Metropolitan Region) for keeping spare hardware parts

f. Vendor shall provide support for hardware and pre-installed software components including firmware etc. during the contract period.

6.5 Onsite Resource requirement

a. Post implementation, Vendor needs to depute minimum 01 resources onsite per shift for Storage support, monitoring and operations on 24x7 basis at all sites for maintaining 99.9999% uptime as per the SLA during contract period.

b. Vendor should adhere to applicable labour laws while maintaining adequate resources in shift. Vendor to factor additional engineers to be deployed for leave/medical reasons etc. Vendor has to give suitable replacement immediately if any onsite resource engineer proceeds on leave/sick etc.

c. Vendor has to quote for OEM certified engineers (resident onsite resource) at DC, DR & NDC to manage the entire storage solutions including SAN fabrics round the clock as per certification and experience requirement stated in **Table-1**.

d. Bidder to ensure background verification of the onsite resources to be deployed at the Bank site and background verification report should be submitted with the Bank before deployment and there should not be any adverse report.

e. Onsite support engineers must be proposed Storage certified.

f. Bank may discontinue the onsite resource service either partially or fully after giving 1 month notice in writing. Bidder to ensure the Bank may also conduct background verification of resources deployed. Main Functions of Resident Engineer:
   i. Storage Configurations as and when needed.
   ii. Should have comprehensive knowledge of zoning, slicing and 3-Way, 2-Way replication etc.
   iii. Raising tickets with OEM.
   iv. Creation of LUN and mount points and allocation of resources based on the requirement.
   v. Periodic maintenance of Storage Capacity.
   vi. Daily status report on process execution on health.
   vii. Integration of storage within a variety of different computer system environments, such as Red hat Linux variants, SOLARIS, DB2, Microsoft Windows, AIX etc.

g. Academic qualification, certificate requirement, experience requirement and skill level requirement are as follows:

Table-1

Sr. No.	Academic Qualification (Minimum)	Certification	Experience Required
1.	B.E./ B. Tech / MCA or equivalent in IT field	Proposed Storage certified and should be capable to support SAN Switches also.	4 years' experience in managing Enterprise Level storage

h. Bank may conduct an assessment, if required, of the proposed engineers to be deployed for the onsite resource role. Bank reserves the right to reject any engineer proposed for the project if it finds the knowledge/skill level of the engineer is not up to the mark.

i. The Bank expects the vendor to provide Resources / Services to the Bank as per the requirements of this tender within stipulated timelines. All resources to be deployed need to be approved by the Bank before deployment. Bank may ask vendor to replace the resource if not met the conditions/expectations as mentioned in various clauses in this RFP. Bank at its discretion may interview the vendor resource.

j. Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in case of the failure to deliver the Resident Engineer or his services during the contract within the stipulated timelines penalty in accordance with shall be levied.

6.6 Service Level

a. This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. Vendor shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Vendor shall be reviewed by Bank that shall:

i. Regularly check performance of the Vendor against this SLA.
ii. Discuss escalated problems, new issues and matters still outstanding for resolution.
iii. Review of statistics related to rectification of outstanding faults and agreed changes.
iv. Obtain suggestions for changes to improve the service levels.

b. Definition: -

i. **"Response Time"** shall mean the interval from receipt of first information from Bank to the Vendor, or to the local contact person of the vendor by way of any means of communication informing them of the malfunction in System/Solution to the time vendor Engineer attends the problem.

ii. **"Restoration Time"** shall mean the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

iii. **"Resolution Time"** shall mean the period of time from the problem occurrence to the time in which the root cause of the problem is removed, and a permanent fix has been applied to avoid problem reoccurrence.

iv. **"Down Time"** shall mean the period when the Application is not available due to the problem in it and shall be the interval between the times of reporting of failure to the time of completion of repair. Down Time is the sum of response time and restoration time with the following exclusions:

v. The vendor shall attend the calls within reasonable timings convenient to the Bank. For the timings beyond scheduled working hours, the vendor shall make a request in writing to the Bank for allowing the entry into Bank's premises.

c. **Non-Availability:** Is defined as, the service(s) is not-available as per levels below.

i. **Severity Level 1:**is defined as, the Service is not available to critical applications or any other customer facing application connected to the Storage system over the SAN or there is a major degradation in performance of the system due to which any/all business applications, transaction or services are disrupted.

ii. **Severity Level 2:** is defined as, the service is available but the critical redundant components have failed and there is an urgent need to fix the problem to restore the service to high availability or there is a degradation in performance due to failure of any component or in case the spare disc has been utilized and a new spare disc is to be provided.

iii. **Severity Level 3:**is defined as, the moderate degradation in the application performance No implications on the data integrity. Has no impact on the normal operations/day-to-day working.

iv. **Severity Level 4:**is defined as Equipment/system/Applications are stable and have no impact on the day- to-day working. It has affected or may affect a single user.

d. The violation of any of the above SLA's set out in the table below will attract a penalty:

Severity Level	Response	Restoration	Resolution
Severity-1	15 minutes	1 Hrs	1 Day
Severity-2	15 minutes	4 Hrs	1 Day
Severity-3	15 minutes	8 Hrs	3 Days
Severity-4	15 minutes	2 Days	1 Week

*Days will be all days irrespective of holidays.

i. Availability Service Level will be measured on quarterly basis.
ii. A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.9999%), as measured on a quarterly basis.

6.7 Acceptance Test

All the deployed storage & SAN Switches will be subjected to an acceptance test. Vendor has to arrange one Engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test.

6.8 Payment

The terms of payment will be as follows:

a. No advance payment against purchase order
b. Payment will be made on the following basis:

Sr. No.	Project Milestones	Payment terms
1	Delivery of Hardware, Software & Other infrastructure components (BOM Verification) at all locations	50% of Hardware
2	Installation of Hardware, Software & Other infrastructure components including successful implementation, Data Migration and configuration of Storage based replication and sign-off	40% of Hardware cost + 90% of Software Cost + 70% of Implementation cost
3	After 3 years of Go-Live	10% of Hardware cost + 10% of Software Cost + 30% of Implementation cost
	OR	
	After 6 months of sign-off	10% of Hardware cost + 10% of Software Cost + 30% of Implementation cost (on submission of BG of equivalent amount with validity of 3 years after go-live)
4	AMC/ATS cost	Quarterly basis in arrears against submission of invoices. Yearly AMC/ATS amount will be divided by 04 to arrive quarterly amount.
5	Onsite Resource	Quarterly basis in arrears against submission of invoices. Yearly amount will be divided by 04 to arrive quarterly amount.

Other Payment Terms

i. TDS on payments will be deducted as applicable.
ii. All the payments will be made to vendor electronically in Indian Rupees only. Payment will be made against delivery invoices, supporting documents and challans duly acknowledged by Bank officials.
iii. Bank will make this payment against Delivery, installation reports and acceptance by the Bank.
iv. The Vendor's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the daily/weekly/monthly/quarterly reports for which payment is being claimed.
v. All the payments to the vendor shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the Services to the satisfaction of Bank for this purpose.
vi. Penalties if any, on account of non-compliance of Service Requirements/ liquidated damages, if any, shall be deducted from the invoice value/ EMD amount.
vii. Bank shall not have any liability whatsoever in case of any third-party claims, demands, suit, actions or other proceedings against the vendor or any other person engaged by the vendor in the course of performance of the Service.
viii. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the vendor under the Contract, if the vendor has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.

ix. It is clarified that any payments of the charges made to and received by vendor personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.
x. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted in TCO and the vendor shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging.
xi. Penalties / liquidated damages, if any, shall be deducted from the invoice value.

6.9 Penalty Clause:

The Bank shall have the right to impose penalty on vendor as under:

a) Penalties for Non-Compliance to Restoration and Resolution Time (during warranty period):

Severity Level	Restoration Breach	Resolution Breach
Severity-1	1 month of 4th year AMC Cost for every 1 hr of delay in restoration	1 month of 4th year AMC Cost for every 1 day of delay in resolution
Severity-2	15 days of 4th year AMC Cost for every 2 hrs of delay in restoration	15 days of 4th year AMC Cost for every 1 day of delay in resolution
Severity-3	10 days of 4th year AMC Cost for every 4 hrs delay in restoration	15 days of 4th year AMC Cost for every 1 days of delay in resolution
Severity-4	1 day of 4th year AMC Cost for every week of delay in restoration	15 days of 4th year AMC Cost for every week of delay in resolution

b) Penalties for Non-Compliance to Restoration and Resolution Time (during AMC period):

Severity Level	Restoration Breach	Resolution Breach
Severity-1	1 month of AMC Cost for every 1 hr of delay in restoration	1 month of AMC Cost for every 1 day of delay in resolution
Severity-2	15 days of AMC Cost for every 2 hrs of delay in restoration	15 days of AMC Cost for every 1 day of delay in resolution
Severity-3	10 days of AMC Cost for every 4 hrs delay in restoration	15 days of AMC Cost for every 1 days of delay in resolution
Severity-4	1 day of AMC Cost for every week of delay in restoration	15 days of AMC Cost for every week of delay in resolution

Penalty due during the warranty or AMC period shall be adjusted against the proceeds of Performance Security / EMD / Retention money etc., as may be deemed fit by the Bank.

c) Penalty for non-maintenance of uptime

In case the uptime (Specified as "A") falls below the levels as tabulated below, Bank shall impose a penalty for each percent of loss of uptime below the guaranteed level as per details below:

Uptime Percentage	Penalty Details
During Warranty Period:	
A >= 99.9999%	No Penalty
99.9999% > A >= 99.99%	1% of the related product cost
99.99% > A >= 99.90%	2% of the related product cost
99.90% > A	Penalty at an incremental rate of 1% (in addition to a base of 2%) of the related product cost for every 0.1% lower than the stipulated uptime

Uptime Percentage	Penalty Details
During AMC Period:	
A >= 99.9999%	No Penalty
99.9999% > A >= 99.99%	10% of the Yearly AMC cost
99.99% > A >= 99.90%	20% of the Yearly AMC cost
99.90% > A	Penalty at an incremental rate of 10% (in addition to a base of 20%) of the Yearly AMC cost for every 0.1% lower than the stipulated uptime
Beyond this	Right to terminate the contract

The uptime percentage would be calculated on quarterly basis, and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Project cost, thereafter, Bank at its discretion may cancel the contract.

d) Penalty on Delivery of Hardware & Software

Without prejudice to the rights of Bank to terminate this agreement/ the related purchase order, in case of the failure to deliver and /or install the solution within the stipulated timelines, penalty shall be levied for each week delay or part thereof at the rate of 1% of the hardware, software cost up to a maximum of 10% of total contract value. The bank may in its sole discretion and without being bound to do so extend the date of delivery. In the event of the Bank agrees to extend the date of delivery at the request of the Vendor, it is condition precedent that the validity of the Performance security submitted by the vendor in regard to the supply and maintenance etc. of the solution shall be extended by further period as required by the Bank before the expiry of the original performance security. Failure to do so will be treated as breach of contract.

e) Delay in implementation

The Solution is to be implemented within stipulated time from the date of issuance of purchase order as mentioned in relevant clause.

Penalty shall be charged @0.5% of the order value for per week of delay in implementation or part thereof, subject to maximum 10% of total contract value.

f) Delay in migration of data from existing storage.

The migration of data from existing storage should be completed within stipulated time from the date of issuance of purchase order as mentioned in relevant clause.

Penalty shall be charged @0.5% of the order value for per week of delay in migration or part thereof, subject to maximum 10% of total contract value.

g) Penalty for Delay in Deployment/Absence of onsite Engineers

In case onsite resident engineer is not available continuously for more than 4 hours a day then the vendor should immediately provide the Bank with an equivalent standby engineer for that engineer.

Bank will charge penalty of amount in the ratio equivalent to the cost to Bank for the resource for the duration of absence. Further vendor will not raise the invoice for the period of absence.

Bidder shall have to pay late deployment charges to the Bank @ 25% of the Respective Resource Cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late deployment beyond due date of deployment, to a maximum of 100% of the Respective Resource Cost inclusive of all taxes, duties, levies etc. Additionally, penalty would be imposed @0.5% of monthly charges for each day.

In the absence of deployed Onsite resource at designated location, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), no payment shall be made for the absence period. Additionally, penalty would be imposed @0.5% of monthly charges for each day.

If Bidder fails to provide onsite Engineer (Resource), a penalty of Rs.1,000/- per day per engineer shall be levied by Bank in addition to deducting the charges for that number of days on pro-rata basis (Calculation of Charge = (monthly charges/working days) * no. of days absent)).

h) Penalty for non-compliance of regulatory/statutory requirement

Successful bidder to ensure compliance of all the observations pointed out by Statutory, Regulatory authorities, RBI, Bank's internal audit team, VAPT, EAPT, Bank's external auditor etc within a period of 1 month failing which penalty shall be levied as under:

Rs. 1000 (Rupee One Thousand) per observation per week subject to maximum of 10% of total contract value. Bank reserves the right to cancel the order if there is further delay and penalty amount reaches the maximum capping.

6.10 Training

Provide Knowledge Transfer to Bank/Bank's system Integrator throughout which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's Systems.

7. Section VII: Technical Specifications and Quality Assurance

Annexure 13 – Compliance of Technical and Functional Specification.

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

(To be submitted on Respective OEM's letterhead and countersigned by the Bidder)

Compliance to all specifications is mandatory and non-compliance shall lead to rejection of the Bid.

We M/s________________ hereby confirm that our proposed solution for the captioned RFP complies to the following minimum requirements:

Table-A Technical & Functional Specifications of Storage Subsystem

Sr. No.	Description	Compliance (Yes/No)	Remarks (if any)
1	The Proposed storages system should be of latest generation Enterprise class Storage product providing enterprise class data availability with end-to-end NVMe disks and supporting zero data loss 3-way DR replication. Proposed storage must need to be active- active multi-controller scale-up and scale-out architecture with cache across configured controllers.		
2	The Proposed storages system should be a Unified Storage (Block & File), capable of delivering 99.9999% uptime with no single point of failure of active or passive components in system, and supports all Block, File on single platform with common management or with additional Gateways with its own management for all these data platforms. In case additional gateway is configured, that needs to be available in redundant mode.		
3	The Proposed storages system should have No Single Point of Failure (NSPOF), automatic failover architecture. All the components should be fully redundant and hot swappable including Front end ports, Back-end ports, Disks, controllers, Cache, Disk Enclosures, internal connectivity switches, backplane, power supply, fans, batteries, and any other major components.		
4	The Proposed storages system must provide protection of data in the cache in the event of complete power failure through de-staging of cache to non-volatile media.		
5	The Proposed storages system should have Pro-active maintenance – self monitoring, self-diagnosis, and error detection mechanisms.		
6	The Proposed storages system design should provide active-active path of I/O traffic to the host such that each LUN/Volume at any time shall be accessible directly from all the controllers for read & write I/Os without any performance impact. The I/O paths from the servers should be load balanced.		

7	The Proposed storages system should be able to automatically detect errors, log errors, and send alert notification through SNMP, SMTP or SFTP (wherever possible). Storage must allow integrating with standard Enterprise Management Software tools. Storage must be enabled with automatic support call generation in case of a failure.		
8	The proposed storage system should support Dual Ported or higher capacity of NVMe TLC SSD Drives/ NVMe FCM Drives. The array should support mixing drives of at least two sizes.		
9	The Proposed storages system should support the creation of min 40K LUNs/Volumes.		
10	The Proposed storages system should have Virtual/Thin provisioning for Storage allocation to hosts also it should support Over Provisioning of Storage Capacity.		
11	The Proposed storages system should support online LUN/ File System expansion natively or through LVM including: i) Allocating and revoking disk space ii) Creating logical units iii) Dynamic Volume Expansion iv) The storage system shall support simultaneous access of LUNs from multiple host.		
12	The Proposed storages system should support automatic isolation of failed components.		
13	The Proposed storages system Should have scalability and provide non- disruptive upgrades. The proposed storage system must support non-disruptive replacement of components.		
14	The Proposed storages system Should Support online non-disruptive upgrade of firmware and other components without a need for downtime or reboot of controller, there should be no unexpected reboot of any controller during firmware upgrade process, For Storage OS/Firmware Upgrade and other upgrades also there should not be any failover and failback of LUNs as part of Storage firmware/OS upgrade.		
15	The Proposed storage system must support the Data at Rest Encryption solution to encrypt data on all drives. The array should support either embedded automated key management with no user intervention at any time or integration with KMIP standard external Key managers. Under no circumstances the administrator or any other user be able to enable or disable encryption for any individual RAID group or individual drive or volume/volume group.		
16	Data at Rest Encryption feature should be FIPS 140-3 or above.		

17	The Proposed storages system should support unified configuration (Block & File) which supports integrated and embedded block (FC, iSCSI, NVMe-over Fabric (NVMe over FC or NVMe over TCP) protocol and file data services (NFS, CIFS) natively. In case proposed system does not support unified configuration OEMs need to configure redundant external NAS gateway or appliance for file functionality support. Any license required for NAS should be provided by the bidder from day one.		
18	The Proposed storages system should support inline compression and dedupe of application data for space efficiency. It should be possible to enable or disable the data reduction feature on an application storage group (single LUN or multiple LUNs) as and when required.		
19	The Proposed storages system should support RAID Levels like RAID1, RAID 10, RAID5, RAID6 or equivalent/better		
20	The storage system should be configured to deliver 10 million IOPS for each PB usable capacity proposed the workload1 for 30% read and 70% write operations and workload2 for 70% read and 30% write operations with block size of 8K. The IOPS delivered by storage should be certified by OEM with system generated output of the sizer software of the OEM. The offered storage should have latency less than One millisecond for read & Write operations. The required performance should be delivered considering the overheads like snapshots, Deduplication, Compression, replication & Encryption features turned on.		
21	In all sites, Usable capacity should be provisioned without considering any compression, thin provisioning, encryption & deduplication and should be host visible, formatted after RAID overheads, hot spares, vault/other system overheads, system reservations, replication, journaling volumes. Bidder has to provide documentary evidence of same.		
22	The Proposed storages system should be proposed with minimum of 0.4 TB of Cache against per PB sized usable capacity to be provided within the controller/engine/storage array. Cache memory should be available to all devices across the storage subsystem for read and write access. The array shall provide a mechanism to ensure protection of the contents of system cache/memory through battery backup / vault / de-stage in case of planned as well as unplanned power outage.		
23	The Proposed storages system array cache/memory should be mirrored across controllers to avoid outage of cache in case of controller/node/director failure situation. The proposed array must protect data in the cache during		

	a manual power down or an unexpected power outage by vaulting or de staging the data in the cache to vault drives.		
24	Minimum Cache specified above is not fixed but should be configured enough on day-one to deliver required guaranteed performance and should cater up to the effective capacity ask in the RFP. In case cache upgrade required any additional H/W or S/W component must need to be factored without any additional cost to bank.		
25	Entire cache/memory shall be dynamically used for read and write I/O operations. Cache/Memory should be available to all devices as a single unit with capability of serving I/O from any port on any controller within the storage system i.e. offering single pool of cache/memory for optimum performance and availability.		
26	The proposed storage system must provide a minimum of twelve 64 Gbps (or higher) Fibre Channel front-end ports per usable PB, alongside at least sixteen 25GbE (or higher) ports.		
27	The Proposed storages system should be able to provide host security & isolation on the FC ports. Any licenses needed for host connectivity & security must be supplied.		
28	The Proposed storages system should be configured with sufficient number of spares disks to provide dynamic reallocation to spare disk automatically, in case of hard disk failure. It must be configured as per OEM best practices, and best solution capability. The Proposed storage array should be configured with a Double drive failure protection to ensure higher availability, reliability and serviceability. There should not be any data loss even with a double drive failures.		
29	The Proposed storages system should be configured with pre-bundled Licenses required for local copy within storage system and as part of 3-Way Replication (Including SYNC, ASYNC, Metro/Global Active-Active), port Licenses, Software Licenses, Manageability Licenses etc.		
30	The Proposed storages system should be able to create volumes that stripe across all drives in a system and/or multiple RAID groups for better load distribution and prevention of hot spots. Any license if required must be enabled for the proposed usable capacity.		
31	The Storage system should have service levels capability that allows users to set variable IOPS / throughput value for specific application workloads and to provide a more consistent performance"		
32	The Proposed storages system should be designed to store and retrieve data without any possibility of silent data corruption. The Proposed storages system should perform		

	error and integrity checks to ensure that data integrity is maintained in the event of a system failure or power outage. Data integrity features should include checks for Block CRC error (Industry standard T10 Data Integrity Field [DIF]), Data integrity (to validate integrity of data at every possible point during its lifetime), Drive monitoring and correction (bad blocks) and Physical memory errors (verification and correction).		
33	The Proposed storages system should have LUN masking or equivalent feature to prevent access of a LUN from unauthorized Hosts.		
34	The Proposed storages system is expected to host all production applications. The Proposed storages system should support multiple operating systems such as Windows, Unix, Linux, Solaris, AIX, HP-UX etc. on a single port. It should also support leading databases like Oracle, MySQL, MS-SQL, Postgress etc. It should also support to containerized and virtualized solutions like VMWARE, Hyper-v, RHEV etc.		
35	The Proposed storages system support integration with configuration management tools like Ansible. It should also support modern micro services-based applications as well as a CSI Plugin for running persistent storage for containers.		
36	The proposed Replication Solution shall be able to compress the data as it is replicated to a remote site to reduce link bandwidth requirements, regardless of the connectivity over FC or Gigabit Ethernet.		
37	The Proposed storages system shall be able to provide the 10 GbE or 25 GbE or higher connectivity to the LAN/WAN for the purpose of remote replication over IP via Native method or using external equipment. Any such additional equipment shall be provided by the Bidder from Day one as part of the replication solution.		
38	The Proposed storages system should support dual, redundant, active-active paths via switches and HBAs so that disks are accessible always to the RAID controller in case of any component or path failure. Storage array should support multi pathing across controllers. Suitable license for connectivity should also be quoted if licensed separately to meet the above functionality.		
39	The Proposed storages system should be supplied with a GUI based storage management software tool required for the storage supplied for managing it locally and remotely. It shall have a GUI/web-based management tool. It should also support REST API for management and integration.		
40	Management tool should have capability to visualize real-time and historical performance stats for array		

	components. The proposed solution should be capable to provide GUI based reports.		
41	The Proposed storages system management software should provide real time monitoring, and historical analysis of storage performance and capacity such as total no. of IOPS, read/write %, cache hit %, throughput etc. for analysing the performance of the system. The Storage System should have audit log for recording all service/maintenance and host log actions on the storage. The storage should be designed in such a way so that data collection for historical analysis should not affect the performance of normal Storage operations.		
42	The Proposed storages system should be capable of performing advanced management functionalities like: (i) Provide mapping of all storage network resources on the host servers, virtual servers, virtual machines, paths, switches, storage ports, parity groups and logical storage devices (ii) Monitor storage system response times (iii) Monitor and generate predefined and easily customizable comprehensive storage performance reports (iv) Multilevel capacity and performance alerts for proactive management (v) Usage analysis for thin-provisioned storage pools for both block and file data		
43	The Proposed storages system must provide easy to use, web based intuitive Secure GUI and CLI (onsite and remote within Bank's network) enabled with single management/ administration interface for all storage configuration/management/ operations.		
44	The Proposed storages system shall support creation of up to 256 target less snapshots and at least 3 full clone copies within the storage of a single production/source volume for various purposes like reporting, backup, test & dev etc. The offered snapshot should be based on ROW / COW / DCOW etc. technology to minimize impact on production volumes. It should support cascaded snapshots i.e. snapshot of snapshots.		
45	The Proposed storages system should also have the capability to assign user / policy names to identify snapshots as well as schedule creation, deletion and expiration of snapshots. Admin should have capability to mount snapshots with Read and Write access.		
46	The Proposed storages system must have the capability to create multiple secure and immutable snapshots of the source volume for protection against intentional or accidental deletion. The user should not be able to delete, expire, or alter the contents of the secure snapshots.		

47	The Proposed storages system must be able to create up to 1024 mountable space-efficient snapshots or clones of a single source volume for various purposes like reporting, backup, test & dev etc. This space-efficient snapshot solution should be based on redirect-on-write (RoW) technology to minimize the impact on production volumes.		
48	The Proposed storage system local replication solution should support instant activation of point-in-time copies for read/write access, while copying can continue in the background. It should also support instant restore to source volume from point-in-time copies.		
49	The replication solution must support native/External minimum three-way remote replication in Cascaded / Multi Target configuration with incremental data re-sync between two remaining sites for zero-data- loss. OEM should certify Data Centre zero data loss. Replication solution should support 3DC Zero Data loss solution and must ensure that all changed data is captured at both site for incremental site-failover and failback resynchronization. Both cascade and concurrent mode of replication should be supported by the array		
50	The Proposed storages system should support storage to storage replication of data natively and should be configured along with the applicable licenses. Storage should support different replication topologies such as Synchronous, Asynchronous, 3 DC ZDL (Zero Data Loss) topologies such as Multi Target/Concurrent (Site A-> SiteB and Site A->Site C), Cascaded (Site A->Site B->Site C) as well as 3 DC Zero Data Loss replication solution in both Cascade (Site A-> Site B ->Site C as well as Concurrent (Site A-> Site B and Site A->Site C topologies. Storage must also have the functionality to change replication topology from Concurrent to Cascaded or vice versa seamlessly.		
51	The Proposed storages system must support Sync & Async replication for the same data volume & maintain data consistency in Async replication as well.		
52	The Proposed storages system remote replication and local replication solution should support consistency group feature to ensure data consistency across multiple volumes of an application within an array or across multiple homogenous arrays.		
53	The Proposed storages system replication in synchronous mode should allow flexibility of continuing the OLTP transactions on Primary Site in case there is any disruption in the link between the Data centre and Near Site		
54	In case of Primary Site failure, Failover from Primary to DR Site should be allowed, along with ability to automatically synchronize data lag incrementally from Near DR to DR		

	Site, to ensure there is zero data loss at DR Site. Once the Primary Site is recovered post a disaster, when the failback process from DR to Primary Site is executed, re-synchronization of Primary Site should be possible from DR Site.		
55	The Proposed storages system should support high availability replication topologies like minimum three-way Zero Data Loss Solutions in Oracle, Windows, Linux, Solaris, AIX, HP-UX and MS-SQL, MY-SQL, ORACLE, DB2, Postgress Database and other environments. In order to minimize the potential for data loss and impact to performance when the volume of updates is very high, the proposed array remote replication solution shall be capable of providing desired Performance at desired IOPS as mentioned already for the same volumes with 100% data availability.		
56	The Proposed storages system replication must have native capability to optimize WAN bandwidth usage using data compression over WAN link. Any additional hardware or license required for meeting this functional requirement should be included as part of the offered solution from day one with redundancy. However, if this feature is not available natively on the array for WAN bandwidth optimization for replication, Bidder should provide FCIP Routers in redundant configuration at each site as per proposed solution sizing along with required licenses at each site, at no additional cost, while ensuring that the throughput of such FCIP Routers should be at least 10 Gbps each (with high availability and no single point of failure).		
57	The Proposed storages system Cache/Journals should be designed in such a way so that there are no performance issues due to a link reliability issue/failure for a minimum period of 48 hours. The replication to respective site should be resumed with incremental update in case of a link failure once link is recovered. In case of link unavailability for longer durations (more than 48hrs) system must be capable to resume the replications incrementally once links are established back. In case additional cache/capacity is required to deal with such link issue the same should be sized and factored as part of offered solution.		
58	The Proposed storages system should be able to provide traffic prioritization from the hosts / volume level enable guaranteed bandwidth to key business applications. The functionality is required to allow a single storage system to limit the input/output (I/O) activity of noncritical servers. The proposed Storage should provide Quality of Service features thereby prioritizing workloads for specific		

	applications. Any license (full capacity) required for this purpose should be included for the Proposed Storage.		
59	The Proposed storages system should also support creation of secure snapshots to protect against intentional or accidental deletion. It should be possible to define a retention period for such snapshots during creation. Snapshots created should not get automatically deleted but only on expiry of the retention period.		
60	The Proposed storages system shall provide authentication security control & auditing based on user, role, time & specific service activity in order to avoid unauthorized service actions of the storage system. Different user roles shall be defined based on the Bank's requirements in the proposed systems. System must support multi-factor authentication for secure login to UI.		
61	The Proposed storages system shall support an orchestrated cyber recovery which connects a primary and secondary storage array. Secondary array is isolated with connections between arrays closed, creating an operational air gap and removing access to secondary array and provide a secure copy of production data in case of a cyber-attack.		
62	The monitoring application should be able to identify a deviation and notify administrator of violation in the event of storage infrastructure security risk by using predictive analysis to identify any anomalies.		
63	Encryption mechanism should comply with the regulatory compliance, and it should not add any performance overheads on proposed storage systems.		
64	The Proposed storages system should be designed in such a way so that any of the processor / processors utilization at any point of time or at Peak load with all services running including but not limited to Sync replication, Async replication, Cloning, Auto- Tiering, etc. should not exceed 70%.		
65	In case any of the processor / processors utilization exceeds beyond the 70% limit the SI/OEM shall at no cost increase the processors/processing capacity accordingly without any additional cost to the Bank.		
66	The Proposed solution should be supplied with Storage management software capable of generating customized reports, monitoring end-to-end topology from hosts to SAN switches to storage array, real-time monitoring, historical performance data for analysis and trending, and capacity utilization monitoring.		
67	The Proposed storages system should be able to integrate with existing backup infrastructure		

Table-B Technical & Functional Specifications of SAN Switch

Sr. No.	Description	Compliance (Yes/No)	Remarks (if any)
1	The proposed SAN Switch Solution should be director class or chassis-based solution must have complete redundancy in case of failure including hot swappable control plane module/supervisor, fabric modules, fan modules, power supplies, software modules on the OS		
2	The proposed SAN Switch Solution should have host connectivity of 64Gbps speed.		
3	The proposed SAN Switch Solution should have non - blocking architecture.		
4	The Core Fabric switch must provide 64Gbps line-rate ports per module, with no oversubscription for intra-module or inter-module switching.		
5	All the ports should be able to auto-negotiate to 64 Gbps, 32Gbps and 16Gbps FC speeds		
6	The aggregate backplane bandwidth of switch should be scalable more than 12Tbps of Fiber channel throughput		
7	The proposed SAN Switch Solution should have integrated/external FCIP module with minimum 24 FC ports of 32 Gbps speed each and 8 ports of 10/25 Gbps. All the SFP's populated on day one (1).		
8	The proposed SAN Switch Solution should have Real time performance monitoring reporting tool including Analytics and telemetry capabilities to provide counters and indicators related to latency, completion time, Outstanding I/Os, I/O block size etc.		
9	The proposed SAN Switch Solution should have support for POST & online diagnostics		
10	The proposed SAN Switch Solution should have capability to interface with host-based adapters (HBA) of all leading OEMs, supporting multiple Operating Systems		
11	The proposed SAN Switch Solution should have support of all leading SAN / NAS disk arrays and tape libraries		
12	The proposed SAN Switch Solution should have following security features i. Must have hardware & Software zoning ii. Centralized fabric management iii. Authentication protocol iv. RADIUS, SSH, SNMP v. Port binding		
13	The proposed SAN Switch Solution should support Inter Switch linking and trunking feature to connect two or more FC switches. The required software license should be supplied with switch from day one.		

14	The proposed SAN Switch Solution should Provide Adaptive Networking services such as Quality of Service (QoS)		
15	The proposed SAN Switch Solution should have high availability feature with no performance degradation of switching operation even when one of the processor card fails		
16	The solution should be used to monitor storage traffic patterns for extended durations. This information should be used to profile the applications for their storage needs. Recommendation based on storage traffic patterns of the same application to other virtual machines or hosts should be provided for future expansion		
17	The solution should have auditability. It should be able to generate multiple performance and error metrics for the complete storage fabric using a holistic approach to perform audits in the storage infrastructure.		
18	FCIP interface should have compression feature		
19	SAN Switch should support Fiber Channel, FCoE, FCIP, FICON and NVME/ NVME-oF		
20	All the ports shall be activated on day one and all necessary licenses and SFP shall be provided.		
21	SAN switches delivered should have one SFP module to support at least 50 KM distance for sync. Replication between Primary site to Near-line site. Any license required for the same should be provided by vendor		
22	The proposed SAN Switch Solutions should be IPv6 Compliant.		

Date: ___________
Place: ___________

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

8. Section VIII: Qualification Criteria

Annexure 2 – Eligibility Criteria
(To be submitted on Bidder's letterhead)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers. GeM Bid No:

Dear Sir,

We confirm our Compliance on below Eligibility Criteria given in RFP:

Sr. No.	Eligibility Criteria	Supporting Documents to Be Submitted	Compliance (Y/N)	Reference document
1.	The bidder should be registered as a company in India as per Companies Act 1956/ 2013 OR Partnership Bidder registered under LLP Act, 2008 OR partnership firm registered under the Partnership Act, 1932 operating since last 5 years as on the last date of Bid Submission of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc.		
2.	The bidder should be either Original Equipment Manufacturer (OEM) of San Storage, San Switch OR their authorized representative in India. If any product of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product for which it itself is the OEM. Indian Authorised Representative (IAR)/ Agent / System Integrator (SI) and the	In case of authorized representative, a letter of authorization from each OEM as per **Annexure-11(A)**. If bidder is itself the OEM, then Undertaking as per **Annexure-11(B)** is required.		

	Principal /OEM/ Solution Provider cannot bid simultaneously for the same product in the same tender. If an IAR submits bid on behalf of the Principal/OEM, the same IAR shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.			
3.	Bidder should have a minimum average annual turnover of **Rs. 500 Crores**. (Rupees Five-Hundred Crores) (Average Annual Turnover for **Registered Startup India/ MSE Bidders**: **Rs. 60 Crores**- Rupees Sixty Crores only) in the last three (03) financial years (FY 2023-24, 2024-25 and 2025-26). The net worth of the Bidder firm should not be negative on 31st March of the previous financial year and should not have eroded by more than 30% (thirty percent) in the last three years, ending on 31st March of the previous financial year. (In the context of net worth, previous financial year shall mean the latest Financial Year for which Audited Balance Sheet is submitted)	Provide CA Certificate as per **Annexure- 6** or Audited Financial statements (Balance sheet and Profit & Loss statement) for three (3) Financial years -FY 2023-24, 2024-25 and 2025-26. The CA certificate provided in this regard should be without any riders or qualification. For Registered **MSE/Startup relaxation** in terms of prior turnover, Bidder should 1. Be manufacturer of the offered product and give specific confirmation through undertaking on Letterhead to this effect at the time of bid submission. 2. Claim EMD exemption. Credentials should be verifiable online through Udyam Registration website of Ministry of MSME as per the supporting documents uploaded during bidding process		

4.	The bidder should not be involved in any litigation which threatens the solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per **Annexure-5.**		
5.	Bidder to provide undertaking and confirmation as per Annexure 1	Certificate is to be provided by Bidder on their Letterhead as per **Annexure- 1.**		
6.	Bidder and OEM to provide confirmation on compliance for all the technical specifications as part of the scope of work of the storage and San switch solution.	**Annexure-13** to be submitted on Respective Bidder's/OEM's letterhead and countersigned by the Bidder.		
7.	The bidder must have supplied & successfully implemented a storage solution of minimum capacity of 14 PB in a single order or multiple orders (at least 01 PB in each order (either in single or multiple organizations)) in at least 01 PSU/ Government / BFSI/ Meity empanelled cloud service provider in India during last 05 years as on date of bid submission.	Bidder to submit any one of the following: a. Purchase order/ Work order along with Performance certificate as per annexure 4 given by the client organisation. b. Purchase Order/ work order copy along with Invoice(s) and acceptance certificate/ sign off from client that supplies against the invoices & PO number have been executed. C. Purchase order copy along with satisfactory execution certificate by client mentioning PO number.		
8.	OEM should have successfully supplied at least 20 PB Enterprise Storage solution either in single order or multiple orders (at least 01 PB in each order (either in single or multiple organizations)) during the last 05 years as on last date of bid submission date in GOI/ PSU			

	/BFSI/ Meity empanelled cloud service provider.			
9.	Bidder/OEM must have a Functional Service Centre in Delhi NCR and in Mumbai If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.	To submit documentary evidence of having Functional Service Centre as per Annexure-16.		

NOTE:

1. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
2. Bidder should submit detailed response along with documentary proof for all the above eligibility criteria. The eligibility shall be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria shall be rejected.
3. Evaluation shall be done by Bank's Tender Evaluation Committee, and the decision of the committee shall be final.
4. The eligibility, terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.
5. Bidders to submit relevant documentary evidence for all parameters mentioned.
6. Providing any wrong information by the bidder shall result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
7. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.
8. **Integrity Pact and Bank Guarantee/Insurance Surety Bond, if any, should be submitted in Original also. Non-receipt of Original Integrity Pact or Bank Guarantee/Insurance Surety Bond may result in disqualification of the Bid**.
9. All third-party documents must be signed by their authorized signatory, and his/her designation, Official E-mail ID and Mobile no. should also be evident. The document providing the authorization of the signatory should be submitted to the Bank for all parties.
10. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.

11. Government of India guidelines File no: F.8/78/2023-PPD dated 12.10.2023 and its amendments from time to time with respect to participation of demerged entities in public procurement opportunities shall be applicable

Date: ________________
Place: _______________

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

9. SECTION IX: BIDDING FORMS

Annexure 1 – Undertaking from the Bidder
(To be submitted on Bidder's letterhead)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers GeM Bid No:

Sir,

We submit our Bid Documents herewith for GeM Bid No:

We M/s___________________________, a company incorporated under the Companies Act-1956/ Companies Act-2013/ Partnership Bidder registered under LLP Act 2008/ Partnership firm registered under the Partnership Act, 1932 with its headquarters at, ____ understand and confirm that:

1. We confirm that we have all necessary licenses, permissions, No Objections, Approvals as required under the law for carrying out our business. We have valid GSTN and other applicable tax, registration certificates, PAN etc as applicable for rendering our services as per the requirement of the Bank.

2. The Bank is not bound to accept the lowest or any bid received, and Bank may reject all or any bid.

3. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and the Bank.

4. If our bid is accepted, we are responsible for the due performance of the contract.

5. The 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.

6. We have not been neither been blacklisted nor debarred nor banned by any Government, Government agency, Banks, Financial Institutions, PSUs in India during the last 3 years from the last date of bid submission.

7. **Terms & Conditions:** We hereby undertake and agree to abide by all the terms and conditions including all annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).
   We understand & agree that in event of being successful in the bid and being empanelled, we shall comply to the terms & conditions of RFP in future and shall not attempt to get the

same changed from Bank later on in process of empanelment, contract signing, and extension of contract and / or subsequent purchase order/s from Bank. We understand and agree that such attempts and noncompliance to RFP terms may lead to cancellation of our agreement and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and black- listing.

Scope of work and/ Technical Specifications: We certify that the systems/services offered by us for this tender, conform to the Scope of work and technical specifications stipulated by you for the aforementioned services. (Any deviation may result in disqualification of our bid).
RFP, Clarifications & subsequent Corrigendum/s, if Any: We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid)

8. We have participated in the captioned RFP and hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

   We certify that: *(strike out whichever is not applicable)*
   1. We and our OEM(s) are not from such a country.

   OR

   2. We and/or our OEM(s) are from such a country and has been registered with the Competent Authority and we and our OEM shall not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (Relevant documents to be enclosed)

   We have read also read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement and we certify that: *(strike out whichever is not applicable).*

   1. We and our OEM(s) does not have any TOT arrangement requiring registration with the competent authority

   OR

   2. We and/or our OEM(s) have TOT arrangement and have valid registration to participate in this procurement. (Relevant documents to be enclosed)

   We hereby certify that we fulfil all requirements in this regard and is eligible to be considered for this procurement.

   If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

   We have enclosed the relevant approvals from the Competent Authority in this regard.

9. We do hereby undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) 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, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we shall not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

10. We hereby state that we comply with all the directions and clauses as stated in the said circulars and any subsequent amendments, if any:
    a) RBI/2023-24/102, DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services
    b) RBI/2023-24/107, DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices
    c) RBI/DOR/2025-26/171 DOR.ORG.REC. No.90/21-04-158/2025-26 November 28, 2025, Reserve Bank of India (Commercial Banks – Managing Risks in Outsourcing) Directions,
    d) RBI/2015-16/418, DBS.CO/CSITE/BC.11/33.01.001/2015-16 dated 02.06.2016 regarding Cyber Security Framework in Banks.

    We along with the resources deployed by us and services provided by us, shall also ensure compliance of all the clauses and directions of the aforesaid circular and any subsequent circular/guidelines on the same, throughout the period of the contract.

11. We do hereby confirm that we and/or our subsidiaries/affiliates have not been engaged with Punjab National Bank for any consultancy services related to the preparation or implementation of this project.

12. The escalation matrix of our organization is as follows:

Sl. No.	Escalation Level	Name	Designation	Contact No.	Email ID
1	**Escalation Level 1**				
2	**Escalation Level 2**				
3	**Escalation Level 3**				

    In case of change in any of the officials above throughout the currency of the contract, we shall submit the escalation matrix afresh.

13. We hereby confirm that we shall honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.

14. We hereby undertake that the proposed hardware / software to be supplied shall be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

15. We also undertake that: -
    (a) The Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
        (i) Inhibit the desires and designed function of the equipment.
        (ii) Cause physical damage to the user or equipment during the exploitation.
        (iii) Tap information resident or transient in the equipment/network.
    (b) The firm shall be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.

16. We also undertake to submit the Non-Disclosure Agreement as per **Annexure 9** of this RFP if we are selected as the successful Vendor, whenever sought by the Bank.

17. We also undertake that any modification of the content of any of the Annexure(s) may result in the disqualification of our Bid

18. We also undertake to submit the Information of the Bidder Company as per **Annexure 18** of this RFP if we are selected as the successful Vendor, whenever sought by the Bank.

19. Share Holding Pattern of our Company

SL No.	Particulars of Share Holders	No. of shares held	Amount	Holding %

20. Directors of the Company as on date -dd/mm/yyyy:

SL No.	Name of the Director	Designation

Date: __________
Place: _________
Yours faithfully

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 3 – Bidder's Information
(To be submitted on Bidder's letterhead)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

S.N.	Information	Particulars / Response
1.	Company/Partnership/LLP Name	
2.	Identification Number (CIN/LLPIN, etc.)	
3.	Constitution	
4.	Date of Incorporation	
5.	Head Office Address	
6.	Registered Office address	
7.	GST No.	
8.	PAN No.	
9.	ESIC Number	(valid certificate to be attached, if applicable)
10.	EPF Registration Certificate Number	(valid certificate to be attached, if applicable)
11.	Registration Declaration of ownership under the Indian Registration Act 1908	(valid certificate to be attached, if applicable)
12.	Labour License	(valid certificate to be attached, if applicable)
13.	Whether MSE (quote registration no. and date of registration, copy to be attached)	
14.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	Account Number: Account Name: IFSC: Bank Name:

15.	Name, Designation, Tel. No/Mobile, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	Name: Designation: E-Mail ID: Contact: Other details:
16.	Full signature of authorized signatory	
17.	Initial signature of authorized signatory	
18.	Contact person's name, address, telephone number/ mobile number, E-Mail ID. (give at least 2 contact person's details other than that of authorized signatory)	**Contact Person 1:** Name: Address: Telephone:/Mobile No.: E-Mail ID: **Contact Person 2:** Name: Address: Telephone:/Mobile No.: E-Mail ID:

Date: ___________
Place: ___________

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 4 – Performance Certificate
(To be provided on letter head of the issuing client)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Sir,

This is to certify that M/s __________________ has successfully supplied, implemented and managed/is managing SAN Storage Solution in our organisation as per the details provided below:

Product name	Product details	Quantity supplied, implemented and managed/managing	Financial Year/Date when supplied	Maintenance Period (FY Year)

The services provided by the M/s ___________________ are satisfactory.

The certificate has been issued on the specific request of the company.

Date: ___________
Place: ___________
Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Contact No:

Annexure 5 - Litigation Certificate
(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

This is to certify that M/s___________________________, a company incorporated under the Companies Act-1956 / Companies Act-2013/Partnership Bidder registered under LLP Act-2008/ Partnership firm registered under the Partnership Act, 1932 with its headquarters at, ____ is not involved in any litigation which threatens solvency of the company.

Date: ___________
Place: ___________

Signature of CA/Statutory Auditor
Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Contact No:
Seal of Company:
UDIN No:

Annexure 6 – Turnover Certificate
(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

This is to certify that M/s___________________________, a company incorporated under the Companies Act-1956 / Companies Act-2013/ Partnership Bidder registered under LLP Act-2008/ Partnership firm registered under the Partnership Act, 1932 with its headquarters at, ____ has the following Turnover, Net Profit/Loss and Net worth. This information is based on the Audited Financial Statements for FY20__-__, FY20__-__ and FY20__-

Financial Year	Annual Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2023-24			
2024-25			
2025-26			

Date: ___________
Place: ___________

Note: Only Bidder Company's / Firm's figures need to be mentioned from its operations.
(Not to include subsidiary, consortium, affiliate or group entities figures)

Signature of CA/Statutory Auditor
Name of CA/Statutory Auditor:
Designation:
Email ID:
Mobile/Telephone No:
Seal of Company:
UDIN No: (Online UDIN should mention the financial figures as per the table above)

Annexure 7 (A) – Performa of Bank Guarantee for Earnest Money Deposit (EMD) – To be submitted at the time of technical bid submission
(To be stamped in accordance with stamp act)

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Date:
Bank Guarantee no.:

Dear Sir,

In accordance with your bid/ RFP reference no. ______________________________ dated _______________ M/s______________________________________ having its registered office at ______________________ ________________________ herein after called 'bidder') wish to participate in the said bid/ RFP for (**Name of RFP:** XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) floated by Punjab National Bank having its Head Office at Plot No. 4, Sector -10,Dwarka, New Delhi-110075. An irrevocable and unconditional Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rupees __________, Rupees (in words)__________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 proposal document/ RFP.

M/s_________________________________ having its registered office at ______________ in pursuance of their offer to Punjab National Bank _____________________________________ (hereinafter called as the beneficiary) dated __________ has expressed its intention to participate in the said bid/ RFP and in terms thereof has approached us and requested us ___________________________ Bank________________________ to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit amounting to Rupees ________valid up to _______________.

We, the ________________________ Bank at _______________________having our Head office at ____________________ (hereinafter referred to as 'guarantor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) therefore do hereby guarantee and undertake to pay the Beneficiary/ Bank immediately on first written demand by Punjab National Bank, the amount of Rupees _________________ without any reservation, protest, demur, contestation and recourse in case the bidder fails to comply with any condition of the RFP or any default in the terms of the bid/ RFP, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be absolute and 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 _______________.

"Not withstanding anything contained herein above-

1. Our liability under this Bank guarantee shall not exceed Rs __________ Rupees (in words__________).
2. This Bank guarantee shall be valid up to__________ .
3. 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 ____________ 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 RFP for _____________________________________

Day of ______________2026 at __________________

Signed,

sealed

and delivered by Mr. ……… For and on behalf of the Guarantor to do so and to affix the seal of the Bank, in the presence of.

Name of signatory:
Designation:
Email ID:
Contact No.:
(Bank Common Seal)

Annexure 7 (B) – Performa of Insurance Surety Bond for Earnest Money Deposit (EMD) – To be submitted at the time of technical bid submission.
(To be stamped in accordance with stamp act)

<u>Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.</u>

Date………………..
Insurance Surety Bond No...........

To: (Name and address of The Beneficiary/ Bank)

WHEREAS (XXXXXXXXXXXXName of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the Earnest Money Deposit for the captioned RFP XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter called "the Bid") KNOW ALL PERSONS by these present that We (name of Insurance CompanyXXXXXXXXXXXXXXXXXXXXX) (address of Insurance CompanyXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) (hereinafter called "the Surety"), are bound unto Punjab National Bank, a body corporate, constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at Plot No. 4, Sector -10, Dwarka, New Delhi-110075 and amongst other office, its Centralised Procurement & Partnership Division (CPPD) at 5, Sansad Marg, New Delhi-110001, hereinafter called "the Beneficiary/ Bank") for the sum of................................ (amount), for which payment well and truly to be made to the said Beneficiary/ Bank, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Beneficiary/ Bank during the period of bid validity.
   (a)fails or refuses to sign the Contract Agreement when required, or
   (b)fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Beneficiary/ Bank up to the above amount upon receipt of its first written demand, without the Beneficiary/ Bank having to substantiate its demand, provided that in its demand the Beneficiary/ Bank shall mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named conditions, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the………………. (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).
This Insurance Surety Bond shall remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers, and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Beneficiary/ Bank (Name of Beneficiary/ Bank) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Beneficiary/ Bank.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Beneficiary/ Bank (authority inviting tenders) with forwarding letter.

or and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory.

Annexure 8 – Performa for Integrity Pact
(On Letter Head of the Bidder)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We shall sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We shall stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which shall come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)
To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

INTEGRITY AGREEMENT

(On Stamp paper of appropriate value)

This agreement is executed at Delhi on this ___ day of _______, 2026 between the **Punjab National Bank**, a body corporate, constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 (Act No. V of 1970), and having its Head Office at Plot No. 4, Sector-10, Dwarka, New Delhi-110075, and amongst other offices its Centralised Procurement & Partnership Division (CPPD) at 5, Sansad Marg, New Delhi-110001, hereinafter referred to as "**The Principal**", which expression shall mean and include, unless the context otherwise requires, include its representatives, successors, administrators and permitted assigns of **First Part** and;

M/s ________ (CIN No.________________) a Company registered under the provisions of Companies Act, 1956/2013 and having its Registered Office at……………………………………………………………………. (Through Shri /Ms ________________, (designation), as authorized vide its Board Resolution/Power of Attorney dated _________) hereinafter called "**The bidder/Contractor**", which expression shall mean and include, unless the context otherwise requires, include its representatives, executors, administrators, successors and permitted assigns, of the **Second Part;**

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for __________ **GeM Bid No: GEM/B/2026/** . 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).

In order to achieve these goals, the principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

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, shall 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 shall, during the tender process treat all Bidder(s) with equity and reason. The principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall 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 shall 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 BNS/PC Act, or if there be a substantive suspicion in this regard, the principal shall 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 during any stage of bid process/contract. 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) shall 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 the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

    b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

    c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant BNS/PC Act; further the Bidder(s)/ Contractor(s) shall 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 proposal and business details, including information contained or transmitted electronically.

    d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any similarly, the Bidder(s)/ Contractor(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 must be in Indian Rupees only.

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

Section 3 - Disqualification from the 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 existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

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 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 transgression occurred in the last three years immediately before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise or central/state government department 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 dealing".

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

1. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of Integrity Pact by the Sub-Contractor(s).
2. The principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The principal shall disqualify from the tender process all the 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 shall inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

1. The principal appoints competent and credible Independent External Monitors (IEM) for this Pact after approval by the 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 the agreement. The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to the Bank Officials. Bank reserves its right to appoint any other person as Independent External Monitor in terms of the applicable government notifications or guidelines issued from time to time.

Sl.	Name of IEM	E-mail
1	Sh. Madhusudan Prasad(IAS-Retd.)	mprasad23@gmail.com
2	Sh. Rishi Kumar Shukla (IPS-Retd.)	rishi_2000in@yahoo.com

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 be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It shall be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National 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 Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Subcontractor(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, Punjab National Bank and recuse themselves from that case.
5. The Principal shall provide to the Monitor with 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 bidder/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 shall 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 shall submit a written report to the MD & CEO, Punjab National 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, Punjab National Bank, a substantiated suspicion of an offence under relevant BNS/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word ‘**Monitor**’ would include both singular and plural.

Section 09- 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 future from 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, PNB.

Section 10- Other provisions

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the "Place of award of work".
2. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant laws in force relating to any civil or criminal proceedings.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Bidder(s)/Contractor(s) is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
5. 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 shall strive to come to an agreement to their original intentions.
6. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
7. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the principal) **(For & On behalf of Bidder/Contractor)**

(Office Seal) **(Office Seal)**

Place……………………….

Date…………………………..

Witness 1: Signature, Full Name and Address

Witness 2: Signature, Full Name and Address

Annexure 9 – NDA (Non-Disclosure Agreement)
(On Stamp paper of appropriate value)

This Confidentiality–cum-Nondisclosure Agreement is entered into at Delhi on this_________ day of________,2026, by and between,

Punjab National Bank, a body corporate, constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at Plot No. 4, Sector -10, Dwarka, New Delhi-110075 and amongst other office, its Centralised Procurement & Partnership Division (CPPD) at 5, Sansad Marg, New Delhi-110001, hereinafter called **"the Purchaser/Bank"**, which expression shall, unless repugnant to the context, include its representatives, successors, administrators and permitted assigns ofthe **ONE PART**;

AND

M/s ___________ (CIN- ________________), a company incorporated under the provisions of Companies Act, 1956/2013, having its Registered Office at ____ (Through Shri /Ms ________ (designation), as authorized vide its Board Resolution/Power of Attorney dated ________), (hereinafter "**Vendor**", "**consultant**", "**service provider**") which expression shall include its heirs, representatives, successors, executors, administrators and permitted assigns of the **OTHER PART.**

M/s ______ /Vendor and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "**Affiliate**" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS: -

Vendor inter-alia is engaged in the business of _____.

In the course of such discussions and negotiations and subsequent agreement, if any, for the above purpose, it is anticipated that either party may disclose or deliver to the other party certain of its confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship.

The parties have entered into this Agreement, in order to assure the confidentiality of such confidential and proprietary information and trade secret in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and shall include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient' and shall include its affiliates and subsidiaries.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Interpretation:

a) **Confidential Information**- In this Agreement **"Confidential Information"** means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, reports, statements, maps, graphics, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party.

Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the "Disclosing Party".

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to a direction of a judicial authority, statutory or regulatory authority or government as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure. **b) Proprietary Information-** As used in this Agreement, the term **'Proprietary Information'** shall mean all trade secret or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

The Proprietary Information” shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties’ actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

2. Confidentiality:

a) Each party shall keep secret and treat in strictest confidence all proprietary and confidential information it has received about the other party or its customers and shall not use the confidential or proprietary information otherwise than for the purpose of performing its obligations under said agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties’ respective rights under this agreement.

b) Each party may disclose confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

3. Non-Disclosure of Proprietary and confidential Information:

For the period during the Agreement or its renewal, the Recipient shall:

a) Use such confidential and Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such confidential and Proprietary Information for its own benefit or the benefit of others.

b) Protect confidential and Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

c) Limit disclosure of confidential and Proprietary Information received under said agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such confidential and Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations:

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary **and Confidential** Information to the extent that such Proprietary Information:

a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b) is in the Recipient’s possession at the time of disclosure otherwise than as a result of the Recipient’s breach of a legal obligation.

c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d) Is independently developed by the Recipient without reference to or reliance upon Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents:

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary **and Confidential** Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party shall promptly return to the other party or with the consent of the other party, destroy the Proprietary **and Confidential** Information of the other party.

6. Communications:

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) Punjab National Bank, Attn: __________________ Attn: __________________

1……….

M/s __________________ Attn: _______________

1………...

7. Term:

The Agreement is valid from ______________ to _________. Either party may terminate the Agreement by giving prior written notice of 30 days to other party**.** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) shall survive event after termination of the agreement dated _______________**.** The obligations of each party hereunder shall continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non- Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8. Damages:

Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that shall jeopardise or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement shall cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in additional to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Vendor/ Bidder agrees to indemnify each other against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach shall have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

9. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

10. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall always remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

11. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement shall constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither Party shall be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

12. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual or threatened breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. The Disclosing Party shall be entitled to recover its cost and fees, including legal expenses, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the disclosing Party shall be entitled to recover its cost and expenses including legal expenses.

13. No Assignment:

The bidder/Vendor shall not assign, in whole or in part, its obligations to perform under the RFP/contract/SLA, except with the Bank's prior written consent.

14. Severability:

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement shall not be in any way affected or impaired by such a finding.

15. Delay or Waiver:

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either Party on any one occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

16. Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time and shall be sent by certified or registered mail with acknowledgement due on receipt.

16. Arbitration & Governing Law:

The Bidder/Vendor shall adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

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

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Bank and Vendor fail to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act,1996. Any matter relating to or incidental to arbitration shall be subject to the exclusive jurisdiction of courts at Delhi only.

The person appointed as arbitrator shall, prior to the conduct of arbitration, disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his independence or impartiality as an arbitrator.The bidder shall continue to 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 or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder/Vendor which may also be adjusted by the Bank from the Performance security, being treated as default so that the business of the Bank is not disrupted.

The venue of the arbitration shall be Delhi only, and the language of the arbitration shall be English.

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi. Each party to bear their own costs unless directed otherwise.

17. Indemnity:

Service Provider shall indemnify the PNB from all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

19. Modification/Amendment:

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by all the Parties.

20. Miscellaneous

a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.

c. Each party shall bear its own costs in connection with the activities undertaken in connection with this Agreement.

d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.

e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same agreement.

This Agreement is governed by Indian law only.

That the contents of the Agreement have been read over and translated into vernacular language [name of the language of the Vendor] and Vendor having understood the contents thereof subscribe(s) to these presents.

IN WITNESS WHEREOF, the Parties hereto have set their respective signatures by their duly authorized representatives as of the date and day first mentioned above.

Signed and delivered by: **PUNJAB NATIONAL BANK**	Signed and delivered by: **M/s _______.**
Signed by	Signed by
Name: Designation	Name: Designation

<u>Witnesses</u>:

1) (sign)	2) (sign)
Full Name	Full Name
Address	Address

Annexure 10 – Certificate of Local Content

(to be submitted on letter head of the Statutory Auditor/Cost Auditor as applicable of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) or Self certificate, if applicable.

Date: dd/mm/**2026**

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

1. In full compliance with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, Revised Order dated 19.07.2024, Gazette Notification: CG-DL-E-07092020-221592 dated 07.09.2020 issued by MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY (IPHW DIVISION) and applicable Make in India policies and its amendments thereto, We M/s ____________________hereby submit the following information for our Tender No: GEM/B/___________ dated_______, and we confirm that we qualify as **Class I/Class II Local Supplier** (strike-off whichever is not applicable). Details of the MII Calculation is provided in the Table Below:

   Local content = (Sale price - Value of imported content) * 100/ Sale price

   Total Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") +…+ (Sale price of "Xn" - Value of imported content in "Xn")) * 100/ (Sale price of "X1" + Sale price of "X2" + …+Sale price of "Xn")
   Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties.

   Note: The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC, etc. shall not be considered for calculating local content in any item

Sr. No.	**Products Offered**	**Make and Model**	**Place of Value Addition in India (Complete Address)**	**MII% (A)**	**Total Local content**
1.	(line items as per commercial table)				

The MII Calculation should be backed by self-declarations by respective OEM/OSDs, *The MII% above has been calculated only for the devices whose AMC is no longer covered/no longer shall be covering by the OEM during the proposed contract tenure and whose AMC services shall be directly provided by us.*

2. We also understand, false declarations shall 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.
4. For all contracts above INR 10 Crores, we also undertake to provide at the time of execution of the project, the local content certification of respective contractor/ supplier duly certified by cost/ chartered accountant in practice at respective organizations.

Date: ___________
Place: ___________

Signature of Authorized Signatory

Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:
UDIN No: (Online UDIN should mention the financial figures as per the table above)

Annexure 11(A) – Manufacturer's (OEM) Authorization Form (MAF)
(To be provided on the Letter head of the OEM/OSD duly signed & stamped by their Authorized Signatory)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Sir,

We hereby submit the following:- We, M/s__________________ who are the established and reputable manufacturers of the following Product/Item/component (as per table A below) headquartered at ____ do hereby authorize M/s_________________________(who is the Vendor submitting its bid pursuant to the Request for Proposal issued by Punjab National Bank) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

Table-A

Sl. No	Product/License Name	Model/Version	Product/Item conforms to all the technical specifications and requirements mentioned in this RFP (Yes/No)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the Products and services offered against this invitation by the above-mentioned Bidder. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

In case the bidder i.e. M/s ______________ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we shall perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.

With reference to all the software, component, services, licenses used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the software, component, services, licenses used inside the company products shall be original new components, parts, license, software only and that no refurbished, duplicate, second hand components, parts, assembly are being supplied.

In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements.

Date:
Place:

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:
Designation:
Email ID/ Mobile No:
Seal of Company:

Annexure 11(B) – Undertaking for Being the OEM of the Offered Primary Product
(To be provided on the Letter head of the OEM/OSD duly signed & stamped by their Authorized Signatory)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

We hereby submit the following: -
We, M/s____________________ are the OEM of the devices/components/solution/services (as per table below) having Head Office/Registered Office at ____ do hereby offer our quotation against the above bid invitation with our products.

SL No.	Hardware/Solution/ Component/ Software/Services Name	Model No./ Version No. and Release Date	Hardware/Software, component/ services/ licenses conforms to all the technical specifications and requirements mentioned in this RFP (Yes/No)

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the equipment/component/solution/device and services offered against this invitation. In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second-hand components, parts, assembly are being supplied.

Date:
Place:

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID/ Mobile No:
Seal of Company:

Annexure 12 – Performa of Indicative Commercial Bid

(To be submitted on Bidder's letterhead and uploaded in Financial Document Section of the Bid only)

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

(To be uploaded in Financial Document Section on GeM)

(All amounts to be quoted in Indian Rupees only)

Table-1 Infrastructure, Implementation and Onsite Support Cost

A.	Hardware Items including FC cables and other accessories	Qty	Unit cost with 3 years warranty	Total Hardware cost in INR	GST Amount	Total Hardware cost in INR with GST amount
a.	**SAN Storage**	A	B	C=(A*B)	D	E=C+D
1.	Usable SAN Storage Capacity of 13 PB for DC, Gurugram	1				
2.	Usable SAN Storage Capacity of 13 PB for DRS, Yotta, Panvel	1				
3.	Usable SAN Storage Capacity of 8 PB for NDC, NCR Delhi	1				
4.	4th year AMC of SAN Storage Capacity of 13 PB for DC, Gurugram	1				
5.	5th year AMC of SAN Storage Capacity of 13 PB for DC, Gurugram	1				
6.	4th year AMC of SAN Storage Capacity of 13 PB for DRS, Yotta, Panvel	1				
7.	5th year AMC of SAN Storage Capacity of 13 PB for DRS, Yotta, Panvel	1				
8.	4th year AMC of SAN Storage Capacity of 8 PB for NDC, NCR Delhi	1				
9.	5th year AMC of SAN Storage Capacity of 8 PB for NDC, NCR Delhi	1				
b.	**SAN Switch**					

10.	SAN Switch (768 Port for host connectivity) for DC, Gurugram	2				
11.	SAN Switch (768 Port for host connectivity) for DRS, Yotta, Panvel	2				
12.	SAN Switch (448 Port for host connectivity) for Bank's NDC, NCR Delhi	2				
13.	4th year AMC of SAN switch (768 Port for host connectivity) for DC, Gurugram	2				
14.	5th year AMC of SAN switch (768 Port for host connectivity) for DC, Gurugram	2				
15.	4th year AMC of SAN switch (768 Port for host connectivity) for DRS, Yotta, Panvel	2				
16.	5th year AMC of SAN switch (768 Port for host connectivity) for DRS, Yotta, Panvel	2				
17.	4th year AMC of SAN switch (448 Port for host connectivity) for Bank's NDC, NCR Delhi	2				
18.	5th year AMC of SAN switch (448 Port for host connectivity) for Bank's NDC, NCR Delhi	2				
	Total A					
	Software Items	**Qty**	**Unit cost with 3 years warranty**	**Total Software cost in INR**	**GST Amount**	**Total Software cost in INR with GST amount**
		A	**B**	**C=A*B**	**D**	**E=C+D**
19.	Storage License for 13 PB at DC and any other software licenses required for complete operationalization of Storage including tools for data migration, replication etc.	1				

20.	Storage License for 13 PB at DR and any other software licenses required for complete operationalization of Storage including tools for data migration, replication etc.	1				
21.	Storage License for 8 PB at NDC and any other software licenses required for complete operationalization of Storage including tools for data migration, replication etc.	1				
22.	4th year ATS Cost of Storage license for 13 PB at DC Gurugram	1				
23.	5th year ATS Cost of Storage license for 13 PB at DC Gurugram	1				
24.	4th year ATS Cost of Storage license for 13 PB at DRS, Yotta Panvel	1				
25.	5th year ATS Cost of Storage license for 13 PB at DRS, Yotta Panvel	1				
26.	4th year ATS Cost of Storage license for 8 PB at NDC, NCR Delhi	1				
27.	5th year ATS Cost of Storage license for 8 PB at NDC, NCR Delhi	1				
	Total B					
C.	**Manpower**	**Qty (3 resources per month X 12 months)**	**Unit resource cost per month**	**Total Amount in INR**	**GST Amount**	**Total Amount in INR including GST amount**
		A	**B**	**C=A*B**	**D**	**E=C+D**
28.	Onsite resource* at DC, Gurugram for First year	36				
29.	Onsite resource* at DRS, Yotta, Panvel for First year	36				
30.	Onsite resource* at NDC, NCR, Delhi for First year	36				
31.	Onsite resource* at DC, Gurugram for Second Year	36				

32.	Onsite resource* at DRS, Yotta, Panvel for Second Year	36				
33.	Onsite resource* at NDC, NCR, Delhi for Second Year	36				
34.	Onsite resource* at DC, Gurugram for Third Year	36				
35.	Onsite resource* at DRS, Yotta, Panvel for Third Year	36				
36.	Onsite resource* at NDC, NCR, Delhi for Third Year	36				
37.	Onsite resource* at DC, Gurugram for Fourth Year	36				
38.	Onsite resource* at DRS, Yotta, Panvel for Fourth Year	36				
39.	Onsite resource* at NDC, NCR, Delhi for Fourth Year	36				
40.	Onsite resource* at DC, Gurugram for Fifth Year	36				
41.	Onsite resource* at DRS, Yotta, Panvel for Fifth Year	36				
42.	Onsite resource* at NDC, NCR, Delhi for Fifth Year	36				
	Total C					
	* One resource in each shift of 8 hours on 24x365 basis at DC, DR and NDC. While supplying the resources, vendor has to factor the leave arrangements, labour laws and other regulatory guidelines.					
D.	**Services**	**Qty**	**One-time Cost**	**Total Cost**	**GST Amount**	**Total Cost with GST**
		A	**B**	**C=A*B**	**D**	**E=C+D**
43.	Implementation of Enterprise level storage Solution at DC Gurugram including Data Migration	1				
44.	Implementation of Enterprise level storage Solution at DRS, Yotta, Panvel including Data Migration	1				
45.	Implementation of Enterprise level storage Solution at NDC, NCR Delhi including Data Migration	1				

	Total D					

Table-2 Total Cost of Ownership

Sr. No.	Description	Total Cost without GST	GST Amount	Total Cost including GST
1.	Hardware Items including FC cables and other accessories (Total A in Table-1)			
2.	Software Items (Total B in Table-1)			
3.	Manpower (Total C in Table-1)			
4.	Services (Total D in Table-1)			
Grand Total (1+2+3+4)				

Notes:

1. The Price discovered through RFP will be valid for the entire contract period.
2. The rates quoted in commercial bid should be inclusive of all taxes including GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
3. Bank is not bound to place any minimum order for any item.
4. In addition to the initial order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period, at the unit rate

Date: ___________
Place: ___________
Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 14 – Bill of Material of offered solution
(To be submitted on Bidder's letterhead)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Bidder needs to provide details of Bill of Materials as per below format:

Sr. No.	Items	Qty	Configuration details
1.	Usable Storage Capacity of 13 PB for DC, Gurugram and DRS, Yotta, Panvel	13 PB each	Make: Model: Configuration (no of controllers, cache, hard disk count and capacity etc.) Software and other details to be shared.
2.	Usable Storage Capacity of 8 PB for NDC, NCR Delhi	8 PB	Make: Model: Configuration (no. of controllers, cache, hard disk count and capacity etc.) Software and other details to be shared.

3.	Domestic SAN Switch for host connectivity (768 Port for DC & DR)	4	Make: Model: Configuration (no of cards, port per card, port speed etc.) Software and other details to be shared.
4.	Domestic SAN Switch for host connectivity (448 port for NDC)	2	Make: Model: Configuration (no of cards, port per card, port speed etc.) Software and other details to be shared.

Bidder may add as many rows and columns as required.

Bidder to submit the Software Bill of Materials for all the software being proposed for the captioned RFP. Further, Bidder should provide HBOM, AIBOM, QBOM, CBOM if applicable, for the proposed solution. The SBOM, HBOM or any other related BOM should include at least component inventory, version information, dependency details, license information etc. as per latest CERT-In guidelines

Date: __________
Place: _________

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 15 – Authorization Letter for Authorized Signatory (OEM/OSD)
(To be provided on letter head of each OEM/OSD)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Sir,

I, _______________(Name of the Director/Company Secretary/Equivalent Authorized Board member),________________(Designation) hereby undertake that _______________(name of the official),_________(Designation), is authorized to issue all the required documents under his/her signature as mentioned in this RFP for participation in the captioned RFP process through our authorized partner/service provider M/s________________________

The signature of _______________(name of the authorized signatory) is attested herewith

Signature of Bid Signing Authority

Date: __________
Place: _________
Yours faithfully

Signature of Director/Company Secretary/Equivalent Authorized Board Member Name of the Signatory:
Designation:
Seal of Company:

Annexure 16 – Undertaking for Details of Support Offices
(To be provided on the Letter head of the OEM/Bidder as applicable duly signed & stamped by their Authorized Signatory)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Strike off whichever applicable

1. We, M/s____________________ hereby confirm that we or our OEM of the proposed solution have Functional Service Centres in Delhi/Gurugram and Mumbai at the locations mentioned below.

Sl. No.	Support Office Type (Bidder/ OEM)	Address	Contact Number	Email Id
1.				
2.				

2. Presently, we are not having Functional Service Centres in Delhi/Gurugram and Mumbai, however, confirm that the same shall be established within 30 days of award of the contract. Bank may release any payment only after submission of documentary evidence of having Functional Service Centre.

Date:
Place:

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID/ Mobile No:
Seal of Company:

Annexure 17 (A)– Performa of Bank Guarantee for Performance Security
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Ref: Bank Guarantee # Date

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

In Consideration of Punjab National Bank, CPPD, Head Office, 5, Sansad Marg, Delhi- 110001 (hereinafter called 'the beneficiary) having rate contract dated XXXXXXX on M/s XXXXXXXXXXXXXXXXXXX., having its registered office at XXXXXXXXXXXXXXXX (hereinafter called "the bidder/the Supplier/service provider") **"Request for Proposal (RFP) for xxxxxxxx "** to Punjab National Bank against the purchase orders to be placed under the aforesaid rate contract to the supplier/service provider. We, _______________ having our Head office at ____________________and carrying on business amongst other places at _____________________ (hereinafter called the Bank), do hereby irrevocably and unconditionally guarantee the due performance of the contact by the supplier/service provider "Procurement of ……………………………………". If the said supplier/service provider/ fails to maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we -------------------, do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of supplier/service provider or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said supplier/service provider of any of the terms and conditions of the said contract, SLA, NDA or by reason of supplier/service provider's failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.XXXXXX-(Rs. XXXXXXXXXXX only), valid for XXXXXXX months. You are entitled to invoke this guarantee full or in parts subject to the maximum limit of Rs. XXXXXX/-(Rs. XXXXXX only), within the validity period of this guarantee including claim period.

We -------------------------,further agree that this guarantee shall continue to be valid till XXXXXX you certify that the supplier/service provider has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee or until XXXXXXXX, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before XXXXXXXX, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the supplier/service provider shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the supplier/service provider, provided such request is served on the bank on or before XXXXXX.

Failure on part of the supplier/service provider in this respect shall be treated as a breach committed by the supplier/service provider and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period. That, if the bank guarantee is not renewed for any reason whatsoever, on or before the expiry of this guarantee, entire amount guarantee shall become forth with due and payable to the beneficiary and the bank shall pay the amount to the beneficiary without any demur on a written demand.

You shall have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the supplier/service provider and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matters aforesaid or by reason of any time being given to the supplier/service provider or any other forbearance act or omission on your part or any indulgence by you to the supplier/service provider or by any variation or modification of the said contract or any other act , matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under.

We further agree that this Guarantee shall not be in any manner whatsoever affected by reason of change in constitution of the supplier/service provider or including but not limited to any Insolvency or Liquidation of the supplier/service provider nor shall this Guarantee be in any manner whatsoever be affected by any merger, amalgamation or absorption of the beneficiary, the same shall be valid and effective for the beneficiary constituted by merger, amalgamation, absorption etc.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the supplier/service provider hereby 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 the above or any other provision of this guarantee.

The words the supplier/service provider i.e. M/s XXXXXXX, the beneficiary i.e. Punjab National Bank, and ourselves i.e. ------------------------, unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and shall ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of any of the party undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing.

Our liability under this Guarantee is absolute, unconditional, irrevocable and unequivocal and this Guarantee is distinct and independent of any contracts between the supplier/service providers and / or any contracts between Beneficiary and supplier/service provider. We further agree that the Bank’s liability under this Guarantee and the beneficiary’s right to recover the amount of this Guarantee from the Bank shall not be in any manner whatsoever be affected or prejudiced by reason of any dispute/s between the supplier/service provider and the beneficiary irrespective of whether any proceedings in respect of any such dispute/s has been instituted before any Court, Authority or Forum by whatever name of designation called anywhere in India.

Notwithstanding anything contained hereinabove:

1. Our liability under this guarantee shall not exceed Rs. (Rs. only). This bank guarantee shall be valid up to *……….(being the date of expiry of the Guarantee)(validity period)*

   Further, a claim period of ……days after validity period (claim period) is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only;

2. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before XXXXXXXX.

Dated XXXXXXX at XXXXXXXX

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

Annexure 17 (B)– Performa of Insurance Surety Bond for Performance Security
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No...........
Date………………..

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Dear Sir,

In consideration of the RFP/ Tender for (Name of Work/ assignment to be mentioned here) floated by Punjab National Bank ... *[*Beneficiary/ Bank *Name]........* (hereinafter referred to as the 'Beneficiary/ Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s......*[Contractor's Name]*............ with its Registered/Head Office at .... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract has been executed/ entered mutually between the Beneficiary Bank i.e. PNB and Contractor ie., (NAME OF THE CONTRACTOR/ SUCCESSFUL BIDDER to be mentioned herefor ---------------[Contract sum in figures and words] for …………*[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful and satisfactory performance of the entire Contract as per the terms and conditions of SLA/RFP equivalent to ....(*)...........of the said value of the aforesaid work under the Contract to the Beneficiary/ Bank.

We................*[Name & Address of the Insurance Company]*..........having its Head Office at...........................(hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay the Beneficiary/ Bank, on demand any and all monies payable by the Contractor to the extent of ....(*).................... as aforesaid at any time up to ....(@)...................... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor and without requiring the Beneficiary to prove or show grounds or reasons for its demand. Any such demand made by the Beneficiary/ Bank on the Insurance Company shall be absolute, unconditional, conclusive and binding notwithstanding any difference / dispute/ proceedings between the Beneficiary/ Bank and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without prior written consent of the Beneficiary/ Bank and further agrees that the guarantees herein contained shall continue to be enforceable till the Beneficiary/ Bank discharges this guarantee or till…………(+)…….. *[days/month/year]* whichever is earlier.

The Beneficiary/ Bank shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to grant time, extension, or indulgence to the Contractor or to modify the terms of the Contract and may also extend the time for performance of the Contract by the Contractor wherever it appears appropriate to the Beneficiary and same shall be at the sole discretion of Beneficiary Bank. The Beneficiary/ Bank shall have the fullest liberty, without affecting this guarantee, to exercise or to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Beneficiary/ Bank and the Contractor or any other course or remedy or security available to the Beneficiary/ Bank. The Insurance Company shall not be released of its obligations under these presents by any exercise or any of liberties by the Beneficiary/ Bank with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other act(s) or omission or commission on the part of the Beneficiary/ Bank or any other indulgence shown by the Beneficiary/ Bank or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the …………………. (Name of Insurance Company) as per the applicable rules and regulations and guidelines of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the Beneficiary/ Bank at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance and not merely as surety, and Beneficiary shall not be required to exhaust its remedies against the Contractor before invoking this bond and may enforce this Guarantee without proceeding against the Contractor.
Beneficiary shall be entitled to invoke this Bond by making a demand in writing at (address/ email) on or before (Date) being a period of _______month after the Validity Date.

Notwithstanding any security or other guarantee, the Beneficiary/ Bank may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed (*) _.

___________. (Amount is to be mentioned in word as well as in figures)

ii) This Insurance Surety Bond shall be valid upto ___(+)

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Beneficiary/ Bank serves upon Surety a written claim (either through email or physically) or demand on or before (@)_

This guarantee shall be governed by Indian Law and shall be subject to jurisdiction of Courts at (mention the region for inscribing territorial jurisdiction of the respective Court)

Registration number of insurer:

Dated this ....day of ....20_.......................at.............

Execution
Signed for and on behalf of
(Insurance Company Name)

Authorized Signatory: _________
Name and Designation: ________
(Company Seal)

WITNESS

.... ……………….........................

(Signature) (Signature)

.... ……………….........................

(Name) (Name)

....

(Official Address) (Designation with Stamp of Insurance Company)/ with staff Authority no.

Dated:________
Place: _________

Annexure 18 – Undertaking for submission of information by Successful Bidder
(On the letterhead of the Bidder)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Sir

We, M/s__________________ hereby submit the following information:

S. No.	Particulars
1	Company Name (To be Filled)
2	Registration Number / GSTIN (To be Filled)
3	Legal Entity Type Ltd Co, Trust, LLP, PLC, Registered Partnership etc.
4	Main Products or Services Offered
5	Date of incorporation
6	Country of incorporation
7	Is the company registered as MSME ? (Yes / No / Applied) If Yes, please provide the Udyam Registration No.
8	Is the company registered as Start Up with DPIIT? (Yes / No / Applied) If Yes, please provide the Unique Startup Recognition No.
9	Category of the Supplier (Only in Case of MSME / Start Ups):
10	Supplier is both MSE & Class-I local supplier.
11	Supplier is MSE but not Class-1 local supplier.
12	Supplier is not MSE but is Class-I local supplier.
13	Supplier is neither MSE nor Class-I local.
14	Turnover for the last 3 years
15	Net worth of the Company
16	Profits of the last 3 years

17	Are there any ongoing or past court orders / cases / litigations for Financial Crime reasons against the company or any of its directors / partners basis the market information, news, article available on net.
18	Has the company ever been categorized as a wilful defaulter ?
19	Is the company debarred OR blacklisted by Government of India OR any Regulators
20	Is the Company Or its directors / partners / owners booked under the Prevention of Corruption Act, 1988
21	Is the Bharatiya Nyaya Sanhita or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract against the Company Or its directors / partners / owners
22	Are there any past or ongoing litigations against the Vendor ?
23	Is there any negative news or reviews against the Vendor ?
24	Does the Vendor has any existing relationship with the Punjab National Bank? (Yes / No)
25	If Yes, provide a brief description of the ongoing projects / contracts.
26	In Case, the existing project is critical in nature, then the overall exposure of the company as against the Bank to be checked to assess the element of concentration risk.
27	Assess the geographical locations of the significant customer base of the Vendor.
28	Assess the geographic footprint of any third parties (suppliers, introducers, sub-contractors)?
29	Nationality of the Directors / Partners etc.
30	% Share of Each Director / Partner
31	Does the management of the company have any political exposure?
32	Is the company CMMI certified? (Yes / No) If Yes, please specify the certification.
33	Is the company ISO 9001 certified? Standards for Quality Management Systems. (Yes / No) If Yes, please specify the certification
34	Is the company ISO 14001 certified? (Yes / No) If Yes, please specify the certification.
35	Is the company ISO/IEC 27001 certified? Standard for information security management systems (ISMS) (Yes / No) If Yes, please specify the certification.
36	Any Other Company Certification
37	Signing of Pre-Contract Integrity Pact
38	Obtaining Ernst Money Deposit (In Case of onboarding via RFP)
39	To be valid for a period of 45(forty-five) days beyond the final bid validity period.
40	Obtaining Performance Bank Guarantee / Performance Security

41	Obtaining Board Resolution Copy with Authorization Letter/ Power of Attorney
42	Signing of Non-Disclosure Agreement
43	Signing of Integrity Pact
44	Manufacturer (OEM) Authorization Form (MAF) (In case of product procurement)
45	Certificate Regarding Land Border Clause by Vendor (OEM)
46	Certificate Regarding Land Border Clause by Vendor (Authorized Partner, SI, Vendor)
47	Signing of Proprietary Article Certificate (PAC) (In case of product procurement)
48	Undertaking for being the OEM of the Offered Product (In case of product procurement)
49	Signing of Service Level Agreement
50	Payment Schedule
51	Delivery Timelines
52	Inclusion of Service Level Penalties associated to:
53	Delivery Timelines
54	Resource Availability
55	Implementation Timelines
56	Application Downtime
57	Liability of the regulatory Penalties to Punjab National Bank
58	Clauses pertaining to
59	Liquidated Damages
60	Indemnification
61	Force Majeure
62	IP Rights
63	Transition Management
64	Clauses pertaining to Rights of RBI OR person(s) authorized by RBI or Regulatory bodies or Punjab National Bank for assessment of Vendors or their sub-contractors:
65	Books of accounts
66	IT infrastructure
67	Applications
68	Data

69	Any other necessary information given to, stored or processed by the Vendor and/ or its sub-contractors on behalf of / for Punjab National Bank.
70	Clauses pertaining to Data Security
71	Vendor is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulatory bodies OR by Punjab National Bank.
72	Clauses pertaining to Data & Data Security
73	Data Migration (Extraction, Transform & Load)
74	Data Backup
75	Data Retention
76	Data Archival
77	Data Storage (Not to reside Outside India)
78	Additional Clauses
79	Liability & Responsibility of the Vendor to the Bank for the acts of the assignee/ sub-contractor
80	Source Code Arrangement
81	Exit Strategy / Plan
82	Transition Management (between outgoing & incoming Vendor)
83	Compliance with various laws & regulations viz. Data Protection Regulations, Information Technology Act, 2000.
84	Business Continuity Plan
85	Disaster Recovery Plan
86	Escalation Matrix
87	Training Plan
88	Purchase Order Issuance
89	Review & Assess the Financial Audit Reports of the Vendors or its subcontractors:
90	Audited Balance sheet
91	Audited Profit & Loss Statement
92	Annual Reports
93	Review of expiry of Vendor's or its sub contractor's Certifications:
94	CMMI Certification
95	ISO 9001 Certification
96	ISO 14001 Certification
97	ISO/IEC 27001 Certification

98	Any Other Company Certification
99	Review the internal / external audit reports of the Vendors or it's sub-contractors.
100	Review the change in the geographical locations of the significant customer base of the Vendor.
101	Review the change in the geographic footprint of any third parties (supplier, introducers, sub- contractors)?
102	Are there any new litigations against the Vendor ?
103	Is there any negative news or reviews against the Vendor ?
104	Debarment / Blacklisted Status by any of the regulatory bodies etc.
105	Performance Evaluation of the Vendor
106	Internal Audits of the Vendor's project (Details as per Audit Policy can be added below)

Date: ___________
Place: ___________

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 19 - Compliance Statement cum Price confirmation letter – Reverse Auction
(To be submitted on Bidder's letterhead)
(To be submitted by all the bidders participating in Reverse Auction)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Sir,

DECLARATION
1. We_____(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated_______ ______for procurement of ______.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab National Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by PNB on GEM Portal and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by GEM portal.
5. We, hereby confirm that we shall honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. ___________________________ who is the holder of POA and designated as _____ ____________ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Date: ___________
Place: ___________

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

Annexure 20 – Questionnaire for Risk Management
(To be provided on the Letter head of the Bidder as applicable duly signed & stamped by their Authorized Signatory)

To
The Assistant General Manager
Centralized Procurement and Partnership Division,
Head Office, Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi 110 001

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

We, M/s____________________ hereby provide the following information:

SN.	Questions	Compliance (Yes/ No/ Partial)	Expected Supporting Documents	Supporting Documents submitted
1.	Does your organization have a documented strategy or roadmap for delivering the proposed services that aligns with the bank's stated objectives for this engagement?		Please provide a copy of your service delivery strategy document, roadmap, or proposal that demonstrates alignment with the bank's objectives for the intended services. Example: a. A strategic plan or presentation showing how the vendor's approach supports the bank's goals (e.g., compliance, efficiency, digital transformation). b. A mapping document linking vendor deliverables to the bank's stated objectives.	
2.	Does your organization have adequate technical capability, skilled resources, implementation experience, and support capacity to successfully deliver and sustain the proposed services			

	throughout the contract period?			
3.	Has your organization completed any similar storage migration and replication implementations in the last five years? If yes, please provide details including customer type, total storage capacity migrated, operating platforms involved, replication setup (if applicable), and key project outcomes (including any challenges faced and how they were resolved).			
4.	Can you confirm that there are no litigation history or ongoing cases against your organization by customers or key management personnel?		Please provide 'Documentation of media reports and complaint status'.	
5.	Has your organization experienced any cybersecurity incident, ransomware attack, data breach, fraud event, insider misuse incident, or regulatory action during the last five years? If yes, provide details and remediation measure			
6.	Do you perform background checks on all employees who have access to your organization's sensitive information or systems?		Please provide 'Sample background verification reports'.	
7.	Do you have a documented policy/SOP for onboarding, due diligence, and empanelment of			

	employee, including verification of identity, financial integrity, local market reputation, criminal/litigation history?			
8.	Do contractual agreements or employment terms for deployed personnel include clauses on confidentiality, ethical conduct, customer data protection, fraud prevention, non-disclosure obligations, and disciplinary actions in the event of breaches?			
9.	Do your employees and OEMs/Fourth Parties/service providers sign a non-disclosure or confidentiality agreement?			
10.	Do you have a documented disciplinary and grievance redressal mechanism for handling employee misconduct, data misuse, fraud attempts, customer complaints, or policy violations?			
11.	Does your organization ensure timely and complete deposit of all statutory social security contributions (e.g., EPF, EPS, ESI) for employees and deployed contract workers, in accordance with applicable laws?		EPF challans for the past 6 months EPFO ECR filings UAN allotment and activation records for all deployed workers	
12.	Does the organization have any ongoing or past litigations related to nonpayment or default in EPF, ESI, or other		Declaration/undertaking confirming absence of pending litigations related to non-payment of social security implications OR Details	

	statutory social security contributions?		of ongoing litigations, their current status, and potential financial/operational impact related to non-payment of social security implications	
13.	Is there a documented process, or any liability established by that document, to prevent unauthorized copying, photography, storage, sharing, or transmission of Bank's data by deployed personnel?			
14.	Are administrative and privileged activities performed by implementation and support personnel logged, attributable to named individuals, periodically reviewed, and retained for audit purposes?			
15.	Does your organization maintain a documented process for timely revocation of physical, logical, remote, and privileged access upon employee separation, contract termination, project disengagement, or role change?			
16.	Does your organization maintain sufficient skilled resources, including backup personnel, to meet contractual SLAs during leave periods, attrition events, peak workloads, disasters, or emergency situations?			
17.	Does your organization maintain documented succession planning and			

	resource continuity procedures to ensure uninterrupted support in case of resignation, attrition, termination, leave, illness, or unavailability of key project personnel?			
18.	Does your organization maintain a documented Business Continuity Management (BCM) and Disaster Recovery (DR) Framework to ensure uninterrupted delivery, implementation, migration, maintenance, and support of the proposed services during adverse events, cyber incidents, infrastructure failures, resource shortages (employee attrition, key personnel departure), or disasters?			
19.	Does your organization maintain a documented Data Migration Methodology covering planning, validation, reconciliation, rollback, integrity verification, change control, issue management, and post-migration acceptance procedures for enterprise storage migration projects?			
20.	Do you have a documented policy or process that requires obtaining prior written approval from the bank before engaging OEM/Fourth Party for proposed services?			

21.	Does your organization maintain a documented Third Party and Subcontractor Risk Management Framework that covers due diligence, onboarding, approval, monitoring, performance assessment, security oversight, contractual compliance, and periodic review, along with contingency arrangements, alternate sourcing strategies, replacement mechanisms, contractual safeguards, and risk mitigation measures to ensure uninterrupted service delivery if a OEMs/Fourth Parties becomes unavailable or fails to perform?			
22.	Does your organization maintain documented policies, contractual provisions, employment terms, and governance mechanisms designed to mitigate risks arising from acts, omissions, misconduct, negligence, security incidents, regulatory breaches, and performance failures of employees, OEMs/Fourth Parties, and OEMs/Fourth Parties' personnel?			
23.	Please provide comprehensive documentation and evidence demonstrating your organization's governance, authorization, supply			

	chain integrity, lifecycle management, and replacement commitments for all proposed hardware, software, and infrastructure components. Specifically: ➢ OEM Authorization Certificates ➢ Supply chain controls ➢ EOL replacement mechanism ➢ Hardware Supply Chain Security Framework			
24.	Does your organization maintain a documented Business Continuity and Operational Resilience plan that explicitly covers sudden disruption scenarios, including international conflict, sanctions, export/import restrictions, and regulatory actions that may immediately restrict or prohibit the use, supply, or support of critical hardware, software, cloud services, or OEM components?			
25.	For all critical dependencies, do you maintain pre-qualified alternative suppliers, products, or architectures that can be activated within defined timelines to ensure continuity of operations in the event of geopolitical disruption or sudden regulatory			

	prohibition, and is this capability periodically tested?			
26.	Does your organization maintain a defined “forced exit” or “regulatory discontinuity” plan to address scenarios where a critical vendor, product, or service becomes unavailable with little or no transition period due to government bans, export controls, licensing withdrawal, or regulatory enforcement actions?			

Due-Diligence Template:

Total Number of Applicable Questions:	**26**

Note:

1. Bank shall examine the responses and evidence provided by the bidder(s) against the above due diligence questionnaires to identify any gaps in their control environment. As part of the assessment process, the accuracy and reliability of the information submitted by the Bidder(s) are validated.
2. Bidder’s controls are evaluated against these risk areas to assess their adequacy and effectiveness. Where the Bidder is unable to demonstrate sufficient controls or provide adequate evidence, the identified gaps are categorised as residual risks and classified as low, medium, or high. Upon completion of the assessment for each bidder, a comprehensive Due Diligence Report (DDR) is prepared by the Bank. Further, residual risk levels shall be evaluated against the Bank’s pre-set thresholds, and any risks exceeding the acceptable limits shall be addressed through appropriate mitigation measures. Following the final selection of an L1 bidder, the Bank shall develop and implement a risk remediation plan to address the identified gaps within a prescribed timeline specific to that Bidder.
3. Bidder shall provide relevant supporting documents.
4. The structure of the "Due Diligence Report” is outlined below:
    a. **Total Number of Applicable Questions**: The count of questions selected for assessing the in-scope bidder. These questions shall be populated based on the inherent risk assessed in the Inherent Risk Assessment. The Bank may supplement these with additional control questions or reduce them as deemed appropriate.

b. **Compliant Responses:** The count of questions for which the desired response ("Yes- Satisfied") has been marked by the reviewer, based on responses received from the Bidder indicating compliance with established standards or requirements.
c. **Partially non-compliant responses**: The count of questions for which the desired response ("No-Partially Satisfied") has been marked by the reviewer, based on responses received from the Bidder indicating compliance with established standards or requirements.
d. **Non-Compliant Responses**: The count of questions for which the desired response ("Not Satisfied") has been marked by the reviewer, based on responses received from the Bidder.
e. **Percentage of Complied and Partially Complied**: The ratio of compliant responses and partially satisfied responses to the total applicable questions, expressed as a percentage.

5. The Bank reserves the right to take appropriate decision/action on the residual risk level calculated on the data/information furnished by the Bidder. The decision taken by the Bank shall be final and binding on the Bidders.

Date: ___________
Place: ___________

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

Checklist

Reg.: Request for Proposal (RFP) for Procurement of Storage Systems at PNB Data Centers.

Sl No.	Annexure/ Document name	Document require from	Compliance (Yes/No)	Page No.
1.	Certified copy of the latest Board Resolution in favor of Authorized Person(s)	**Bidder and OEM/OSD**		
	Signature of authorized person duly authorized	**Bidder and OEM/OSD**		
	Power of Attorney (preferably in original), if applicable.	**Bidder and OEM/OSD**		
2.	Proof of EMD/ Letter/Document confirming exemption from EMD Submission with reasons thereof.	Proof of EMD submission/ Bank Guarantee in **Original** as per Annexure 7(A)/Insurance Surety Bond as per Annexure 7(B) in Original	(To be uploaded on GeM and submitted in Original and within 5 workings days from bid submission)	
3.	Copy of Certificate of incorporation	**Bidder**		
4.	Annexure 1 – Undertaking from the Bidder	**Bidder**		
5.	Annexure 2 – Eligibility Criteria	**Bidder**		
6.	Annexure 3 – Bidder's Information	**Bidder**		
7.	Annexure 4 – Performance Certificate	Respective Organization		
8.	Annexure 5 – Litigation Certificate	Certificate from CA		
9.	Annexure 6 – Turnover Certificate	Certificate from CA		
10.	Audited Financial Statements for the FY-2023-24, 2024-25 and 2025-26.	**Bidder**		
11.	Annexure 8 – Performa for Integrity Pact	**Bidder**		
	Integrity Agreement	**Bidder. On Stamp Paper of appropriate value in Original.**	(To be uploaded on GeM and submitted in Original within 5 workings	

			days from bid submission)	
12.	Annexure 10 – Certificate of Local Content.	(to be submitted on letter head of the Statutory Auditor/Cost Auditor as applicable of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) or Self certificate by bidder, if applicable.		
13.	Annexure 11A – MAF	**OEM/OSD**		
	Annexure 11B – Declaration of OEM	**OEM/OSD/Bidder**		
14.	Annexure 13 – Compliance of Technical and Functional Specification.	**OEM and Bidder.**		
15.	Annexure 14 – Bill of Material	**Bidder.**		
16.	Annexure 15 – Authorization Letter for Authorized Signatory	**OEM/OSD in case Board Resolution and requisite documents are not available.**		
17.	Annexure 16 – Undertaking for details of support offices	**Bidder/OEM**		
18.	Annexure 18 – Undertaking for submission by successful bidder	**Bidder**		
19.	Annexure 19 Compliance Statement cum Price confirmation letter – **Reverse Auction**	**Bidder**		
20.	Annexure 20 – Questionnaire for Risk Management	**Bidder**		
21.	Any other document as stated in this RFP	**Bidder/ As applicable**		