

**REQUEST FOR PROPOSAL
FOR
SELECTION OF VENDOR
FOR REDESIGNING, HOSTING AND MAINTENANCE OF EXISTING WEB SITE OF BANK and
MAINTENANCE OF BANK'S INTRANET SITE**

**BID NO: GEM/2024/B/4834248
Dated 03.04.2024**

ੴ ਸ੍ਰੀ ਵਾਹਿਗੁਰੂ ਜੀ ਕੀ ਫਤਹਿ



Punjab & Sind Bank
Head office Information Technology Department
Institutional Plot No. 151,
2nd Floor, Sector-44,
Gurugram - 122003

| # | Acronyms | Definition |
|----|----------|--|
| 1 | CMS | Content Management System |
| 2 | CERT-IN | Indian Computer Emergency Response Team |
| 3 | MeitY | Ministry of Electronics and Information Technology |
| 4 | NCIIPC | National Critical Information Infrastructure Protection Centre |
| 5 | GIGW | Government of India website guidelines |
| 6 | BCP | Business Continuity Planning |
| 7 | BG | Bank Guarantee |
| 8 | SRS | System Requirement Study |
| 9 | STQC | Standardisation Testing and Quality Certification |
| 10 | VPN | Virtual private network |
| 11 | IPS | intrusion prevention system |
| 12 | SSL | Secure Sockets Layer |
| 13 | DDOS | Distributed Denial-of-Service |
| 14 | WAF | web application Firewall |
| 15 | SIEM | Security information and event management |
| 16 | VAPT | Vulnerability Assessment & Penetration Testing |
| 17 | DMZ | Demilitarized zone |
| 18 | OEM | Original Equipment Manufacturer |
| 19 | HO | Head Office |
| 20 | GUI | Graphical User Interface |
| 21 | NIC | National Informatics Centre |
| 23 | INR | Indian National Rupee |
| 24 | IPR | Intellectual Property Rights |
| 25 | IT | Information Technology |
| 26 | LD | Liquidated Damages |
| 27 | MII | Make In India |
| 28 | MIS | Management Information System |
| 29 | NDA | Non-Disclosure Agreement |

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INTRODUCTION

Punjab & Sind Bank, one of the leading nationalized Banks of the country, has a national presence through a widespread network of 1550 plus branches, 25 Zonal Offices all networked under Centralized Banking Solution. The Bank's Head Office is at 21, Rajendra Place, New Delhi, 110008. The Bank's HO Information Technology Department is located in Gurugram. The Bank has a large satisfied clientele throughout the Country. For enhancing customer convenience levels and overall service efficiency, the bank has been a frontrunner in implementing various IT enabled products. Bank's Data Centre (DC) is located at Mumbai and Disaster Recovery Centre(DR) is located at Noida.

Our website is the online window that presents our business to the people in the real world. Each and every single features on our website starting from the site's color, design, functionality that includes ease of navigation and even the content to the loading time, actually matters.

DISCLAIMER

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

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

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

Key Information

| Particulars | Details |
|--|---|
| Bid Number | GEM/2024/B/4834248 |
| Tender Title | REQUEST FOR PROPOSAL FOR SELECTION OF VENDOR FOR REDESIGNING, HOSTING AND MAINTENANCE OF EXISTING WEBSITE OF BANK and MAINTENANCE OF BANK'S INTRANET SITE |
| Participation Fee (Non Refundable)* | Rs. 11,800/- (Non-Refundable) (i.e., Rs. Ten thousand participation fee and 18% GST) IFSC Code: PSIB0009004 Bank: Punjab & Sind Bank Account No. 90045040070003 (14 digits) Punjab and Sind Bank IT (GST No. 07AAACP1206G3ZX) Proof of NEFT to be submitted at the time of physical bid submission. |
| Bid Security (EMD)* | Rs. 2,00,000/- (Rs. Two Lacs only) |
| Date of Publishing the tender on Bank's Website | 03/04/2024 11.00 Hrs |
| Last Date for submission of Pre-Bid Query | 08/04/2024 15.00 Hrs (queries must be mailed to hoit.tenders@psb.co.in only, quoting tender reference number in the subject) |
| Online Date and Time for Pre Bid Meeting (Online Link given on Page 6) | 10/04/2024 15.00 Hrs |
| Last Date and time for submission of Bids | 24/04/2024 15.00 Hrs |
| Date and Time of Opening of Technical Bids | 24/04/2024 15.30 Hrs |
| Date and Time of online Commercial Bids (through Reverse Auction) | To be notified later to the qualifying bidders only. |
| Place of Opening of Bids | Punjab & Sind Bank Head Office Information Technology Department Plot 151,Sector-44,Gurugram-122003 |
| Contact Persons for any clarifications/ Submission of Bids | Sumit Garg- Manager Ankita Kalson – Sr. Manager Kamlendra Rajora- Ch. Manager |
| Contact Numbers | 73075-08118 99998-96234 80055-36462 |

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

Link for Pre Bid Meeting:

<https://punjabandsindbank.webex.com/punjabandsindbank/j.php?MTID=m5f4a86d701a4ab6a5286d661189023d8>

* All MSEs(Micro & Small Enterprises) having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Startups (recognized by DIPP) are exempted from submission of Participation Fee and EMD only. Relevant Certificates should be submitted by the bidder in this regard to avail exemption.

Note:

1. If any of the dates given above happens to be a Holiday in Gurugram (Haryana), the related activity shall be undertaken on the next working day at the same time.
2. Bidders to ensure to get themselves registered timely over GeM portal as detailed in the RFP.
3. The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal.
4. Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted along with RFP Documents both Online (Scanned Copy) on GeM portal and Offline (Original) within the stipulated timeline by the bidder before bid submission timeline as mentioned above, at:

Punjab & Sind Bank
Head Office
Information Technology Department
Plot 151, Sector-44,Gurugram-122003

5. The Envelope containing Offline documents as mentioned above shall contain the name, address and contact number of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
6. The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause of RFP.
7. Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
8. The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable / broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.

11. No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.
12. Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e. <https://punjabandsindbank.co.in/module/tender-list> & <https://gem.gov.in/>) only. No individual communication will be sent to the individual bidder

Information for Participating through GeM

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

Following activities will be conducted online through GeM:

1. Purchase of RFP document including all Annexures
2. Pre-Bid Query
3. Addendums to the RFP
4. Submission of Technical Bid & Commercial Bid by the Bidder
5. Opening of Technical Bid & Commercial Bid by the Bank
6. Announcement of results, if any.

Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.

Notification of amendments will be made available on the GeM/Bank's website and will be binding on all bidders and no separate communication will be issued in this regard.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for such reasonable period as decided by the Bank for submission of Bids.

The Reverse auction process of bidding will be followed. Only the technically qualified bidders will be asked to participate in the reverse auction, which will be conducted for this purpose. The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).

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

CHAPTER 1 - INSTRUCTIONS TO BIDDERS

1.1 Minimum eligibility Criteria for the Bidders

The Minimum Eligibility Criteria for the bidder shall be as under:-

| S No. | Eligibility Clause | Documents Required |
|-------|---|--|
| EC-1 | The bidder shall be a company/partnership firm in India, registered under the relevant laws and have operation in India. | Copy of Certificate of Incorporation/Registration certificate to be furnished. |
| EC-2 | The bidder should have past experience in website hosting, designing, development, maintenance, and customization for a minimum period of 3 years. | Documentary proof such as Experience Certificate or other documents certifying the said fact are required to be submitted. |
| EC-3 | The bidder should have a positive net worth in the last three financial years in India out of the following financial years: 2020-21, 2021-22 and 2022-23. | Copies of Audited Balance sheet and Profit and Loss A/c along-with a calculation sheet of Net-worth of the Company evidencing Positive Net-worth, duly signed and stamped by Company's CA / SA |
| EC-4 | The agency's turnover should be more than INR 1 Crore average over the last three years viz, 2020-21, 2021-22 and 2022-23.. | Copies of Audited Balance sheet and Profit and Loss A/c along-with a calculation sheet of Net-worth of the Company evidencing Positive Net-worth duly signed and stamped by Company's CA / SA. |
| EC-5 | The Bidder should have developed and Hosted dynamic and bi-lingual (English and Hindi) website/s for at least two Scheduled Commercial Banks /Financial Institutions / PSU / Government Organization. | Copies of purchase orders and linked satisfactory completion certificates may be submitted as supporting documents. |
| EC-6 | The Bidder should not be black-listed by any Scheduled Commercial Bank, RBI, IBA or any other Government agencies in India, at the time of submission of bid. | A Self-undertaking letter to be enclosed by the Bidder clearly stating that they are not black-listed by any Scheduled Commercial Bank, RBI, IBA or any other Government agencies in India. |
| EC-7 | (A) The bidder should have developed at least one website compliant with Web Content Accessibility Guidelines (WCAG) 2.2, level A, AA or above. (B) The Bidder Should have knowledge of guidelines of the regulatory & statutory institutions, like -CERT-IN, MeitY, RBI & Ministry of IT, NCIIPC etc. whose recommendations bank has to comply with time. | (A) Necessary supporting documents, to the satisfaction of Bank, duly verified are required to be submitted. (B) An undertaking in this regard is required to be given by the bidder. |
| EC-8 | The Data Centre (DC)/ DR where the websites will be hosted should be tier III or above and ISO 27001 and should follow all the ISO process. | Copy of the Certificate to be submitted |
| EC-9 | The bidder should have sufficient and Competent manpower, on its permanent payroll, conversant with the web technologies, hosting environment and database etc. being used for the Bank's existing website. | An undertaking in this regard is required to be given by the bidder. |
| EC-10 | Should have development and support center in India. Hosting Server and data should reside in India. Just a support office will not suffice, need full-fledged development office in India. | Necessary Documentary proof documents |

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

1.2 General

Punjab & Sind Bank(hereinafter referred to as the Bank) invites, from Service Providers/ Companies, sealed Bids for Redesigning, Hosting & Maintenance of Bank's existing Official Website <https://punjabandsindbank.co.in> and maintenance of bank's intranet site. The bidder shall provide following services/ equipments:

- The vendor must take care of all aspects with regards to the IT Infrastructure required for hosting the Bank's website on dedicated server.
- Maintenance of webserver.
- Maintenance of existing website.
- Redesigning/ revamping of existing website.
- Maintenance of new website.
- Maintenance of intranet portal.
- Not with standing any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Bank also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and shall not be responsible for any direct or indirect costs incurred by the Bidders in this process.

1.3 Conditions for Consortium/ Outsourcing :

1.3.1: The bidder may have the option to submit the proposal with other consortium partners with the following conditions:-

1. One of the partners shall be nominated as Lead Partner and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of all partners of the consortium and entire execution of the contract including receipt of payments shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting by a Power of Attorney signed by legally authorized signatories of all partners.
2. In case of consortium, the lead partner shall submit the consortium agreement. Non-submission of agreement documents of the consortium partners will lead to disqualification. In case of any such discrepancy found, bid for both consortium and firm will be rejected.
3. The service provider may host the web server in a data center owned by them or in a third party data center. If third party data center is offered then the service provider should have a back to back agreement to ensure that the website has an uptime for 99.95%. While hosting the website with a third party data center, the service provider should ensure the points enumerated in RFP Scope.
4. The lead partner will be the single-point-of-contact to provide all the services for the Website to be hosted. However lead partner will provide the Bank the details of the Data Center and shall ensure that it complies with the Technical Specifications given in RFP.
5. The consortium partner should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The consortium partners shall not have been blacklisted by any Central / State Government or Public-Sector Undertakings. If at any stage of qualifying process or during the course of the contract, any suppression / falsification of such information is brought to the knowledge, the bank shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the consortium of agency/firm/institution. The Bank also reserves the right to physically inspect such installation/s while evaluating the Technical Bid. The vendor should obtain permissions and bear all the expenses including Travel & lodging in this regard.

1.4 Cost of Tender

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

1.5 Language of the Bid

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

1.6 Bid Currency & Price Structure

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

1.7 Two Bid System

- a) The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The same person or a different person should be authorized who should have Digital Certificate issued in his name and should have authority to quote offer price during On-line Reverse Auction. The details of Digital Certificate like Name, Digital Key details, Issuing Authority and validity etc. are to be provided. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents/ participate in Online Reverse Auction, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b) The bidder shall submit his response to the present tender separately in two parts – “The Technical Bid” and “The Indicative (Estimated) Price”. Technical Bid will contain Product & Services specifications whereas the Indicative (Estimated) price will contain the estimated pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Bank. Those bidders satisfying the technical requirements as determined by the Bank in its absolute discretion shall be short-listed for opening their Indicative (Estimated) Price bid.
- c) Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:
 1. If number of technically qualified bidders are only 2 or 3.
 2. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 3. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
 4. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1
- d) The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.

- e) The Indicative (Estimated) Price of only technically qualified & short-listed Service Providers shall be opened to fix the Start price for online Reverse Auction. The Bank shall, however, may follow any other basis to determine the start price for on-line Reverse Auction.
- f) If any bidding firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- g) Bid documents shall be submitted in a single sealed envelope, proof of online payment towards document cost of RFP, EMD/ Bid Security Declaration and other required documents as mentioned in the tender and a sealed envelope containing Indicative (Estimated) Price, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.
- h) The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product and services being offered must be filled in.

1.8 Formation of Bid

The Technical offer/Technical bid must be made in an organized and structured manner. The Technical Bid shall contain the following documents and should be properly sealed and marked as "Bid for Redesigning, Hosting & Maintaining of existing Web Site of Bank (<https://punjabandsindbank.co.in>) and Maintenance of Bank's Intranet Site", Tender Reference Number, Bidder's name and Address in the following forms:-

The Technical Bid shall contain the following documents:-

| S.No. | Documents |
|-------|---|
| 1 | Tender Covering Letter as per Annexure -1 |
| 2 | Acceptance of the terms and conditions of RFP and Technical Specifications (Compliance Certificate as per Annexure - 2) |
| 3 | Compliance to Minimum Eligibility Criteria as per Annexure-3 (please ensure that all related supporting documents to Minimum Eligibility Criteria are attached) |
| 4 | Authorization letter / Power of Attorney authorizing the Signatory of the bid to sign the bid, interact with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreement/Contract with the Bank on behalf of the Company. |
| 5 | Copy of Certificate of Incorporation / Certificate of Commencement of Business issued by the Registrar of Companies. |
| 6 | Copies of Audited Balance Sheet and Profit & Loss account for the FY 2020-21,2021-22 and 2022-23 and certificate from Company's Chartered Accountant / Statutory Auditor on Annexure -4 |
| 7 | Performa of Bank Guarantee for Earnest Money Deposit as per Annexure -5 |
| 8 | Bidder's Information as per Annexure - 6 |
| 9 | Pre Contract Integrity Pact as per Annexure - 7 |
| 10 | Non-Disclosure Agreement as per Annexure-8 |
| 11 | Performance Bank Guarantee as per Annexure-9 |
| 12 | Undertaking for non-black listed - Annexure -10 |
| 13 | Another Sealed Envelope containing Indicative (Estimated) Price as per Annexure - 11 duly labeled as 'Indicative (Estimated) Price' and Tender Reference No., Name of the Bidder (Commercial Bidding shall be held online through Reverse Auction) |

| | |
|----|---|
| 14 | Pre- Bid Query format as per Annexure-12 |
| 15 | Service Support Centers Details as per Annexure – 13 |
| 16 | Details of hardware and software / operating systems as Annexure – 14 |
| 17 | Compliance of Scope of Work as per Annexure - 15 |
| 18 | Compliance Statement for Reverse Auction as per Annexure - 16 |
| 19 | Bid Security Declaration as per Annexure-17 |
| 20 | Checklist as per Annexure-18 |

Note: All Claims made by the Bidder will have to be backed by documentary evidence. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required or to submit a Bid not substantially responsive to the Bid in every respect will be at the Bidder’s risk and may result in the rejection of the Bid.

1.9 Submission of bids

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

Bid Submission through GeM :

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

Submission of Hard Copies of Bid:

Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted along with RFP Documents both Online (Scanned Copy) on GeM portal and Offline (Original) within the stipulated timeline by the bidder before bid submission timeline as mentioned above.

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Punjab & Sind Bank
Head Office
Information Technology Department
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The hard copies of documents submitted should be same as submitted by online. The hard copies of bids of only those bidders who submitted bid documents online will be accepted.

1.10 Cost of Preparation and Submission of Bid

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

- If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the bank guarantee/ forfeit the EMD at any stage of the project.
- All communications, correspondence will be only to the prime bidder. Any partner/sub contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the Bank.
- Bank reserves it right to cancel the order even after placing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.

1.11 Late bids

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

1.12 Earnest Money Deposit (EMD)

Non-submission of Earnest Money Deposit as mentioned in **Key-Information** will lead to outright rejection of the Offer. The EMD is to be submitted in the shape of Financial Bank Guarantee from any Scheduled Commercial Bank in India valid for a minimum period of 225 Days from the Date of opening of technical Bid, as per [Annexure-5](#). The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 30 days on submission of Performance Bank Guarantee.

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

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case the technically qualified bidder, if the Bidder fails:
 - i) To participate in Reverse Auction.
 - ii) To accept bid after submitting the bid in online Reverse Auction.
- d. In case of the successful Bidder, if the Bidder fails:
 - i) To accept the bid submitted during Reverse Auction.
 - ii) To sign the contract in the form and manner to the satisfaction of the Bank.
 - iii) To furnish Performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

1.13 Performance Bank Guarantee(PBG)

The successful bidder has to submit the Performance Bank Guarantee equivalent to 10% of Contract Value for the due performance of the contract valid for 63 months including 3 months claim period to the Bank. Performance Bank Guarantee is to be submitted in the shape of Financial Bank Guarantee from any Scheduled Commercial Bank in India. It will be submitted centrally at HO IT Department. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

The PBG will be submitted upfront by the successful bidder at the time of entering into the Rate Contract with the Bank or at any date, after finalization of approval of successful bidder and their rates, which may be specified by the Bank. This PBG shall have validity for 63 months including 3 months claim period.

In case Vendor(s) fails to perform the contract or fails to pay the due penalty, if any, as demanded by bank, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages. The Vendor shall also submit Performance Bank Guarantee for any extended period of contract in case of extension or renewal of contract by the parties.

1.14 MODIFICATIONS AND/ OR WITHDRAWAL OF BIDS:-

1. Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.
2. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
3. Also the successful bidder shall not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

1.15 Erasures or Alterations

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

1.16 Opening of bids

Technical Bid offer will be opened on the date and time mentioned in the bid **'Key-Information'** in the presence of the Bidders who choose to attend on the said date and time.

The Bank will evaluate the technical and techno functional response of the Bidders to the RFP who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation. Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation. During evaluation of the Bids, the Bank at its discretion may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

1.17 Evaluation Process of the Bids

The Evaluation will be a Three-stage process:

1. Eligibility Criteria Evaluation - (Mandatory to be met by the bidders)
2. Technical Evaluation - (Bidding through sealed Technical bid)
3. Commercial Evaluation - (Bidding through online Reverse Auction)

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

1.17.1 Preliminary Scrutiny

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been submitted and properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation.

- d. Prior to Technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Clauses A and B of 1.7 – Two-bid system, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation. This list of material deviations is only illustrative and not exhaustive. Bank may at its sole discretion may consider any other provision as critical to determine a Bid to be responsive.
- e. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

1.17.2 Clarification of bids

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

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

1.17.3 Technical Evaluation

In the first stage, i.e. Techno Functional Compliance/ Eligibility Evaluation, the bidders will be shortlisted, based on bidder's responses. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

1.17.4 Commercial Evaluation

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

1.18 Address for Submission of Bid and communication

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

Asstt. General Manager (IT)
Punjab & Sind Bank,
Head Office Information Technology Department,
Institutional Plot No. 151,
2nd Floor, Sector-44,
Gurugram – 122003

1.19 No commitment to accept lowest or any bid

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

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

1.20 Right To Accept Any Bid And To Reject Any Or All Bids

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

1.21 Correction of Errors

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail

The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.

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

1.22 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website <https://punjabandsindbank.co.in> and GeM Portal. However, the Bank shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy.

The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

1.23 Bid validity period

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

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

1.24 Pre-bid meeting

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

For any clarification with respect to this RFP, the bidder may send an email to hoit.tenders@psb.co.in by last date of submission of queries as defined in **Key-Information** in this document. The format to be used for seeking clarification is mentioned in Annexure-12 (Pre-bid Query Format). It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id stated above.

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

Bank will consolidate all the queries and the replies for the same shall be made available in the GeM portal and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidders and any clarification/addendum/corrigendum furnished thereof will become part of the RFP and it will be binding on the Bidders.

1.25 Award of contract

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

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

1.26 Contract Period

The contract period for Redesigning, Hosting and maintenance of existing Web Site of Bank and maintenance of Intranet site will be for a period of three years (03) **w.e.f 10.09.2024 (Renewable for 2 years at the sole discretion of the Bank on the basis of the performance of the bidder during the contract period)**. Bank reserves the right to extend the contract after expiry of three

years contract period as per bank's requirement on the same rates, terms and conditions. However, bank has right to terminate the contract by giving 3 months' notice during the contract period.

On the completion of selection process, the selected vendor needs to execute a comprehensive **Service Level Agreement (SLA)** with the Bank for Three Years Contract period covering all terms and conditions of this RFP and agreement.

The agreement will be based on the bidder's offer document with all its enclosures, modifications arising out of negotiation / clarification etc.

1.27 Signing of contract

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

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

1.28 Confidentiality of the Bid Document

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

1.29 Bank's Existing Website

Evaluate the existing website, understand the process, platform, applications

Note: Since new sections, users, menus, and dynamic modules are continually incorporated in the website and definitely during RFP bidding process hence, it is the responsibility of bidders to take into consideration this fact while bidding for the RFP. The selected bidder must manage the whole website, Hosting and webserver as handed over to them by the Bank.

#bidder can access the entire website <https://punjabandsindbank.co.in> to know complete links.

1.30 Obtaining Requisite Forms Like Form 32 Etc:-

Requisite form, like Form-32/Road Permit/Entry Tax etc, will be the sole responsibility of the vendor. However, Bank will sign the requisite forms as per requirement.

CHAPTER 2 - TERMS AND CONDITIONS

2.1 PAYMENT TERMS

Payment will be made as per the following schedule: -

- a) For Website Migration: 100 % payment will be released after successful migration of websites.
- b) For Website Hosting & Maintenance: Payment will be released on quarterly arrear basis.
- c) For new website development with CMS one time: on completion of website GO-LIVE.
- d) For Intranet Maintenance: Payment will be released on quarterly basis.

2.2 PAYING AUTHORITY

The payments as per the Payment Schedule covered herein above shall be paid by HO IT Department, Punjab & Sind Bank, Institutional Plot No. 151, 2nd Floor, Sector-44, Gurugram - 122003

2.3 LIQUIDATED DAMAGES

If the Service provider fails to deliver any or all of the products or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct as liquidated damages, a sum equivalent to 1% per week of contract price subject to maximum deduction of 10% of total value of the order. Once the maximum deduction is reached, the bank may consider termination of the Contract.

2.4 SUBCONTRACTING

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

2.5 ORDER CANCELLATION

The Bank reserves the right to terminate the contract placed on the selected Bidder and recover expenditure incurred by the Bank under the following circumstances:-

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. At the discretion of bank by giving 3 months' notice to the bidder/vendor.
- e. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid as liquidated damages for the delay.
- f. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- g. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- h. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the Bank guarantee under this contract.
- i. The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.
- j. Delay in customization / implementation / takeover of services beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- k. Serious discrepancy in the quality of services.

2.6 CONSEQUENCES OF TERMINATION

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

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

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

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

2.7 AUDIT BY THIRD PARTY

Punjab & Sind Bank reserves the right to inspect and/or conduct audit at the bidder's site of any procedures, services and functionality offered by the selected vendor under this agreement. Punjab & Sind Bank will undertake audits by itself or through its designated company for audits on regular basis to audit the procedures, services and functionality for conformance as per this agreement. Vendor undertakes to take all necessary steps, at no additional costs to Punjab & Sind Bank, to rectify any non-conformance items as indicated by the auditors.

2.8 DISPUTE RESOLUTION MECHANISM

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

I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

II. The matter will be referred for negotiation between the Authorized official of The Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The "Arbitration Notice" shall accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

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

2.9 JURISDICTION & GOVERNING LAW

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

2.10 NOTICES

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

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

2.11 AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

2.12 FORCE MAJEURE

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

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

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

2.13 CONFIDENTIALITY

The selected vendor acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or

cause loss to PUNJAB & SIND BANK. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non- disclosure of confidential information under this agreement can be fully satisfied.

2.14 OWNERSHIP AND RETENTION OF DOCUMENTS

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

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

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

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

2.15 INTELLECTUAL PROPERTY RIGHTS

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

2.16 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory & Laws of the Land and provisions while delivering the services mentioned in this RFP.

2.17 INDEMNITY

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

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

2.18 LEGAL COMPLIANCE

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

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

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

2.19 CONFLICT OF INTEREST

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict. The Bidder shall not have a conflict of interest that affects the Bidding Process and declaration to that effect should be submitted by the bidder. Any Bidder found to have a Conflict of Interest shall be disqualified.

2.20 INSPECTION OF RECORDS

Subject to receipt of prior written notice, all Vendor records with respect to any matters covered by this Tender shall be made available to the Bank or its designees and regulators including RBI, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank pertaining to the scope of the work, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Such audit shall be conducted within normal working hours of the Vendor and the Bank's auditors shall comply with confidentiality and security requirements as specified by the Vendor.

2.21 DATA OWNERSHIP

The server logs, website data and any information (including location details) provided by Punjab & Sind Bank to vendor is exclusively the property of Punjab & Sind Bank. The various compiled/correlation data, information which is required/ used by the solutions mentioned in this RFP shall remain the property of Bank.

2.22 PUBLICITY

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

2.23 SOLICITATION OF EMPLOYEES

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

2.24 UPTIME

The Bidder shall guarantee an uptime of 99.95% (except schedule maintenance time) during entire contract period, which shall be calculated on monthly basis. The "Uptime" is, for calculation purposes,

equal to the Total number of hours of the day in a month, less downtime in number of hours. The uptime below 99.95% will attract penalty. The maintenance downtime will be for a maximum of 2 hours in a month during 1 AM to 3 AM only.

2.26 INTELLECTUAL PROPERTY RIGHTS

In the event of any claim asserted by a third party of infringement of Copyright, Patent, Trademark, Industrial Design rights, etc., arising from the use of the Goods or any part thereof in India or abroad, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

2.27 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory & Laws of the Land and provisions while delivering the components and services mentioned in this RFP. The products & service shall comply with RBI, IBA, Central /State govt. /Police authorities or any other law enforcement agency. **All features required for regulatory compliance should be implemented on an ongoing basis by the Vendor promptly without any extra cost to the Bank. If any new guidelines are issued by these regulatory authorities, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during Contract period.**

2.28 LIMITATION OF LIABILITY

Vendor's aggregate liability under the Contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for IP Infringement indemnity, bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. For the purpose of this clause, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank with the vendor that gave rise to claim, under this Tender. In no event shall a Party be liable for any indirect, consequential, incidental or special damages or liability, under or in connection with or arising out of this Agreement or Purchase Order.

2.29 SIGNING OF PRE-CONTRACT INTEGRITY PACT

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in **Annexure 7: Integrity Pact**.

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

CVC for three years from 09.09.2021 has nominated two Independent External Monitors (IEMs) for our Bank who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The details of IEMs are as below: -

Sh. Asha Ram Sihag
Email ID: arsihag@gmail.com
Mobile No: 9911558502

Sh. Aditya Prakash Mishra
Email ID: apmishra53@gmail.com
Mob No. 95606256

2.30 NON-DISCLOSURE AGREEMENT

The selected bidder shall execute Non-Disclosure Agreement (NDA) on the draft suggested by the Bank. As the selected bidder will have access to the data/information of the Bank while implementing the project as per defined scope under RFP, the Bank will require the selected bidder to sign a non-disclosure agreement along with the Contract in the NDA format (**Annexure 8: NDA Format**) provided by the Bank, undertaking not to disclose or part with any information relating to the Bank and its data to any person or persons, as may come into possession of the selected bidder during course of the implementation. All expenses and costs for execution of the Contract/Agreement and NDA shall be borne by the successful Bidder. The conditions stipulated in the NDA shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Bank including recovery of liquidated damages as specified in this RFP or NDA.

Chapter - 3 DELIVERABLES

Delivery, Installation, Configuration and Hosting:

3.1. Project Schedule are as follows:

| Sl.No. | Contents | Timelines |
|--------|--|---|
| 1. | Acceptance of Purchase Order | Within 7 days from the date of Purchase Order |
| 2 | Migration of Existing website | Within 30 days from the date of acceptance of Purchase Order |
| 3 | Designing of Sample Layout and handing over to Bank. | Within 30 days from the date of acceptance of Purchase Order |
| 4 | Development, Code audit Vulnerability assessment and hosting | Within one month from the date of acceptance of design layout |

3.2. The bidder should prepare at least 3 sample layouts for the website and the same should be submitted to Bank. All changes for the layouts suggested by Bank would be done by the bidder without any extra cost to the Bank.

3.3. Any deliverable that has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

3.4. Further development should only be started after approval from the Bank. Development should be done based on cyber security guidelines. All existing content of the website should be converted so as to comply with Government of India website guidelines (GIGW) including all PDF and HTML files. The website should be subsequently launched.

**CHAPTER – 4
PENALTY**

Penalty amount if applicable will be deducted from the Invoice submitted to Bank for payments. Notwithstanding penalty condition mentioned above, if the default continues, Bank will be at liberty to terminate the contract by giving three months' notice.

4.1. Uptime:

4.1.1 The bidder shall guarantee a 24x7 availability of the website with monthly uptime of 99.95 %.

4.1.2. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time from which any of the components are not accessible and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the Social Media Services tool. "Restoration" is the condition when the selected bidder demonstrates that the Websites are in working order and the Bank acknowledges the same.

4.1.3. The percentage uptime is calculated on monthly basis as follows:

(Total contracted minutes in a month – Downtime minutes in a month) * 100

Total contracted minutes in a month

Contracted minutes of a month = No. of days in that month * (24 * 60) minutes.

4.1.4. Helpdesk and Technical support services to include system maintenance windows.

4.1.5. Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.95%.

4.1.6. Service provisioning and de-provisioning times (scale up and down) in near real- time should be as per the SLA requirement of the Bank.

4.1.7. Bidder shall implement the monitoring System including any additional tools required for measuring and monitoring each of the Service Levels as per the SLA between the Bank and the bidder.

4.1.8. The Downtime calculated shall not include any failure due to Bank and Force Majeure.

4.2. Penalties

Penalties for delay in Delivery and Installation of Solution would be as under.

4.2.1. Non-compliance of the deliverables as per clause (3.1) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay per week or part thereof, of the delayed Products or unperformed services (exclusive of Taxes).

4.2.2 Development of new module of website: as per the time frame mutually agreed. Rs 1000/- for every day of delay after the mutually agreed deadline.

4.2.3. However, the total Penalty to be recovered under above clauses shall be restricted to 10% (Plus GST) of the total value of the order (exclusive of Taxes).

4.3. Penalties/Liquidated damages for not maintaining uptime:

Penalties for not maintaining Uptime will be calculated and deducted from quarterly maintenance invoice as mentioned below:

| Level of availability calculated on monthly basis | Penalty |
|--|--|
| 99.95% to 100% | No penalty |
| Up to 98.95% and less than 99.95% | 1.00% (plus GST) on Quarterly invoice value (excluding taxes) |
| Up to 97.95% and less than 98.95% | 2.00% (plus GST) on Quarterly invoice value (excluding taxes) |
| Up to 96.95% and less than 97.95% | 3.00% (plus GST) on Quarterly invoice value (excluding taxes) |
| Up to 95.95% and less than 96.95% | 5.00% (plus GST) on Quarterly invoice value (excluding taxes) |
| Less than 95.95% | 10.00 % (plus GST) on Quarterly invoice value(excluding taxes) |

5.1 SCOPE OF WORK

A. Migration of Existing Website (Both Hindi & English):

1. Bank's Corporate Website (English & Hindi) along with CMS (Content Management System) functionality to be migrated, hosted and maintained till Go Live of new Website.
2. The selected bidder shall study, analyze the existing website and take over them from existing vendor without any extra cost to the Bank.
3. The selected bidder shall migrate the existing pages of the website including data within one month from the date of issuance of Purchase order.
4. All the integrations and functionalities / services in the existing website are to be kept as it is in the migrated website.

B. Website Development & Maintenance of Website (Both Hindi & English):

1. Website design should have the visual appeal. It should be intuitive, user-friendly, easy-to navigate and responsive. The website must be available 24 X 7 X 365. The security and integrity of the database and the website has to be maintained under all circumstances. The website should be industry standard corporate secured website.
2. The vendor will improve the look & feel and overall functionality of website with latest web technologies which should result in a secured website.
3. Professional Graphic Design of website should load quickly and a pleasure to look at Overall design concept for the website, optimized in terms of brand identity, accessibility, usability and content distribution. Flexibility to add new minor specifications at no charge. Graphic User Interface & Aesthetics being the most tangible in defining the overall appeal of the website needs to be focused on. Buttons and navigation graphics will be standardized for all pages, where appropriate for the design. Improvement in navigation.
4. Provide and support easy to use content management solution for developing, posting and managing the overall content of the website.
5. Website should have provision for Chatbot solution as per Chatbot specifications mentioned in the RFP.
6. To develop any new modules/new integration/API Integrations during the full period of contract, as per requirement of the Bank at no extra cost and the same can be used as per bank's requirement (either on bank's website or intranet).
7. Website should be compatible with E-commerce Capabilities.
8. Website should have multimedia compatibility with video, images, infographics
9. Testing & quality assurance - The website should go through vigorous internal and external quality assessment (QA) processes before go live or the next phase in the development process.
10. It is essential that before we "go live" with the redesigned/revamp site, we must preview our webpages in as many web browsers as possible to make sure that the site isn't broken or distorted because of a quirk in code.
11. System Requirement Study (SRS) & Gap Analysis (if any, as required), Design, Development, Supply, Installation, Commissioning, Operationalization, Testing, User Acceptance Testing (UAT) Setup and Conduct, Pilot Implementation, Go-Live & Warranty & AMC support for Official Bi-lingual Website (English/Hindi).
12. Hardware Sizing for proposed solution: The bidder will be responsible for sizing of all required hardware, software, applications, utility soft./tools, database, storage, network devices/equipments, internet bandwidth requirement, power and space requirements etc. adequately. The sizing of above specified items shall be specifically listed out by the bidder at the

time of submission of the RFP response under technical proposal as per the format provided in Annexure 14.

13. Auto switchover to DR Site (with automatic files & database synchronization) implementation, help and support through-out the contract period. Bidder has to suggest cost effective solution for the implementation of DR Site for the proposed website. Bidder should have to conduct DR drill & submit relevant reports to the bank once in every 3 month as a part of Warranty and AMC contract.
14. Bidder shall be responsible for complete migration (Application of existing data to the new solution (If required, Bidder shall develop necessary extraction tools for extracting data from the existing systems of the Bank). Bidder shall make available appropriate data entry cum validation tool for capture of all master data (like all Master Data, User Data etc.) in single and bulk (using xls/csv file format) as per the actual requirement.
15. Migrate existing pages including content as well as database after redesign and reformat as per requirement.
16. The addition/modification/customization/Enhancement of the modules in the website is to be done viz. Tender/Recruitment Module, Retail Loan Applications Management System, Online Customer Grievance (SPGRS),EMI Calculator, One Time Settlement module, etc., if / as & when required by the Bank.
17. Bidder should incorporate the content provided by Bank in a way that is easy to understand, simple and attractive, search engine friendly.
18. The design should organize business logic and presentation logic separately while developing and implementing the proposed system. Thus, restricting the database queries to be inserted inside the presentation and business logic, rather, it should be written in the database only.
19. Bidder shall also undertake to carry out implementation / operationalization including move, add, and delete changes / customization of such software updates, releases, Version upgrades. Bidder should update and maintain all supplied solutions to correctly reflect actual state of the setup at any point in time during the contract period.
20. Monthly site usage reports of the entire site, Server Space usage and Bandwidth utilization content specific, uptime, and downtime report, website response time. Apart from monthly frequency, these reports should also be made available to Bank as and when required on demand at no additional cost.
21. Service provider to provide analytics of the website use its performance etc. with Google / appropriate analytic tools and provide monthly MIS on various performance parameters, along with suggestion to improve. Service Provider to manage and maintain the site during the contract period or frequency as decided by Bank including updation.
22. Bidder shall provide post implementation technical support including any new feature, template or device integration e.g. tab / mobile.
23. The license for the solution to be Enterprise level/supported version for all the modules/domains offered without any restriction on the users.
24. After awarding the contract, successful Bidder has to appoint a Project Manager who will be the single point of contact for the Bank throughout the project cycle. Replacement of Project Manager should be informed to Bank at the earliest.
25. Successful Bidder will also provide a comprehensive User Acceptance Test (UAT) Plan along with Technical Proposal covering every possible failure/negative scenarios. During Acceptance Test, Bidder shall also demonstrate and provide required documentation for Business Continuity of service in every failure scenarios.
26. Quarterly Preventive Maintenance Services: The vendor shall carryout weekly/quarterly/monthly preventive maintenance service of the complete solution (i.e. Webserver, Website, & any other networking equipment). Following activities (but not limited to) should be performed as Preventive Maintenance and the report of the same should be submitted to Bank on weekly/quarterly/monthly basis:
 - - Webserver CPU, memory, hard disk, & bandwidth utilization report.

- - Investigation of webserver logs (such as O/S Logs, Application Logs, & other related logs) for any suspicious and forensic activity.
 - - Updates of Webserver Operating System, database, webserver, antivirus, and IPS /AV /AS / WF. (status of upgration)
27. Bidder will also be responsible to provide necessary documentation such as Project Plan, SRS (Software Requirement Specifications), DSD (Design Specification Document), UAT (User Acceptance Testing), Test Plans, DRP (Data Recovery Plan) & BCP (Business Continuity Plan), Installation / Operational Manual, etc.
 28. Bank will review and evaluate the performance of the Bidder on all aspects of Implementation of proposed end-to-end Website redesigning/revamping and hosting during contract period. In case the bank is not satisfied with the performance of the Bidder and/or with the services being provided by Bidder, bank reserves the right to impose penalty on the Bidder or cancel the contract and/or invoke Bid security/performance Guarantee.
 29. Vendor has to provide for STQC compliance certificate. Provide certificate once in every six months.
 30. Vendor has to provide the complete training (Website usage, administrator & other activities like Website Installation, Administration, Database Installation. Configuration, Administration, Backup/Restore, DR Drill etc). Training Program should not be less than 3 days for Administrator Module and 1 days for Website User Interface. As and when the version changes or up-gradation done in the website by the vendor, relevant training along with the modified write-ups and manuals should be provided to respective user group/website administrator of the Bank. Vendor has to provide training to a minimum five staff members of bank as per the requirement at Head Office IT Department. Venue for the training will be provided by bank. The cost of travelling/stay for trainers to be borne by bidder.
 31. Vendor has to provide all required manual/write-ups/documents (in hard copy & soft copy format) of the solution:
 - List of required documents (should be provided by Bidder):
 - Installation and Configuration write-ups/manuals of the solution
 - User/Administration/Technical Manuals (including monitoring, review and report generation)
 - Proposed Architecture Documents with Diagrams
 - Content Management System Manuals (CMS)
 - Backup and recovery Manual of the Solution
 - DR Drill related manuals
 - Complete FAQs (including troubleshooting FAQs) of the solution
 32. Manual/Documents must be written in such a way so that any naive user can do any kind of administration activity by merely referring the given manuals/write-ups/documents. Manual/Documents must be updated & provided to the Bank whenever changes occur in the offered solution (bug fixing, change request, performance tuning, addition/deletion of modules etc.)
 33. The Bidder should be able to trouble-shoot any unforeseen problems with the website with minimum inconvenience to bank customers.
 34. Bank reserves the right to use the tools/applications to measure the performance of website agreed in SLA on regular basis. The outcome of the performance measurement will be binding for the Service Provider and Service provider has to take the corrective measure to improve the performance of website. Non Improvement of performance may be dealt as non-performance on part of Service Provider and clause of Liquidated damage/penalty will be applicable.
 35. Copy paste, right click, view source etc should be disabled to protect the website content and image.

C. Requirements:

1. The new website must be multi lingual i.e. Hindi ,English and other Regional Languages as and when required by Bank.
2. Bidder will be responsible for conversion of data from English to other Regional Languages (Preferably Punjabi, Gujarati, Bangla, Tamil, and Marathi etc.) during the contract period. Rate Contract is to be provided in the Indicative Commercial for conversion in other regional languages.
3. Website design and structure has to be browser independent and “Response Design” designing screens for all types of Screens (i.e.) :
 - Websites’ Design changes according to device or screen resolution.
 - Clean Code, easy for browsers to load and no issues to be encountered by users on mobile, tablet etc.
 - Site should be Tablet / Smart Mobile optimized (i.e.) make it possible to click with a finger on a tablet.
4. Displays correctly in all major browsers - Our website should display properly in all the different web browsers, operating systems, and monitor sizes that our visitors are likely to use.
5. The revamped website will be WCAG 2.2 Level AA and Guidelines for Indian Govt Website (GIGW) and IPv6 compliant and the same to be maintained throughout contract period.
6. Data centre should be tier III or above, and ISO 27001 certified and should follow all the ISO process. Audit/risk assessment would also cover compliance to the standard, bank’s relevant policies. The websites shall be assessed for vulnerabilities from INTERNAL IPs to ensure that server is also secure from insider threats. The result of Internal VAPT shall be submitted to the Bank after the test every quarter.
7. OWASP TOP 10 & 20 Guidelines should be compliant on all pages of the website.
8. Bidder will be responsible for procurement of SSL Certificate without any extra cost to the bank. Latest vulnerability free protocol version of SSL/TLS should be installed for the website as well as the intranet site. The SSL/TLS should be Extended Validation Certificate. If it is found during the operation of SSL/TLS that the existing version has become vulnerable then the vendor shall immediately replace the same with latest version of SSL/TLS without cost to the Bank.
9. Integration with Call Center & CRM.

D. Chatbot:

Design, Development and integration of chatbot Solution with website and its maintenance thereof as per specifications given, but not limited to, as under:

1. Responding to all the customer queries related to Bank’s products on Bank’s Corporate Website, Integrated Modules, Digital Products and existing Customer Care module satisfactorily and capture the customer’s feedback for the resolution provided. If customer is not satisfied, Chatbot solution should have the capability to forward the query to customer care official and update the status of query to customer after its resolution. Chatbot is required to be integrated with all existing webpages and all future webpages developed; along with integration with existing / in future interfaces during the contract period. It has to be ensured that for any change in any webpage / functionality, the Chatbot to be updated on real time basis to ensure the correct reply to the customer.
2. Facilitating lodging of customer complaints by integration through existing complaint portal of bank.
3. Chatbot should solve customer queries by training the bot with various intents, deep learning and Artificial Intelligence models
4. Understanding & executing compound query, at the same time ability to identify different intents and act upon both simultaneously.
5. Recognizing and responding to new suggestions, if provided by user.

6. Updating database w.r.t all the latest information related to Bank's products existing as well as newly introduced products and services at regular intervals as and when required by Bank without any extra cost.
7. Treating personal and public devices separately.
8. Understanding the needs of customers and professed with promotional techniques to pitch the right kind of product/offer to customer.
9. Providing admin users to bank officials to add/update/delete the query and response on the basis of the conversation analysis between chatbot and customer.
10. Scalability for enhanced add-on services as per industry standard.
11. Should be able to provide the information on various products and processes based on the demographics
12. Solution should be compatible to integrate with social media channels.
13. Solution should have the capability of speech synthesis and speech recognition.
14. The solution must provide various inbuilt small talk libraries
15. The Solution should be secured and scalable for enhanced add-on services as per industry standard.
16. The Solution should be platform and OS independent
16. Solution must have the support to provide response using rich media templates
17. Chatbot solution should be able to handle minimum 100 concurrent Chat Sessions, conversation response accuracy of 95%, chatbot uptime of 99.50% on monthly basis.
18. Provision for capturing user feedback as a complete user experience at the end of the conversation or at the footer of the chatbot or if the user chooses to close the session of the chatbot. It will also be based on binary parameters such as "yes" and "no" against the question "do you feel I was helpful?". The cases where "no" is captured as a feedback are to be recorded in detail and report is to be provided on the same.
19. Should be able to provide following reports – User level reports (Total users, active users, engaged users, new users, average number of conversations per user, users' demographics wise distribution, sessions per day, user feedback rating etc) , Conversation level report – (Conversation Starter Messages, Total Bot Interactions Success Count, Fallback count, New Conversations, In Bound Messages), BOT KPIs (User Retention .Dashboard, Response Time, Fallback rate, User satisfaction, Bot Availability, Word to error ratio).
20. The solution should act smartly with predefined workflows like greeting on entry or exit, response to cuss words, error messages on no internet etc.
21. Voice Interaction should be with properly planned with adequate time gap, clear and concise.
22. Should be able to cater to non-financial transaction such as lead generation, Compliant Generation etc.
23. The Bot should have the provision of advertisement placeholder. Bank shall decide to activate or deactivate the placeholder. The placeholder should integrate with other solutions/tools meant to publish and measure the various parameters related to ad/campaigns etc
24. The selected bidder is required to implement all features / part features based on the requirement from the bank in beginning; and implementation of remaining features in phased manner later on.

E. For Website Hosting:

1. Provide dedicated hosting services which includes design, commissioning, installation, configuration, operationalization, testing, go-live services (i.e. manage and maintenance of all proposed H/w, S/w, Utility, Tools etc.), DC/DR managed services.
2. The bidder shall provide the dedicated web hosting infrastructure of Tier level III compliant or above Data Centre for Window based (Window Operating System, IIS web server, .NET Framework, Anti-Virus Protection, Firewall) web hosting.
3. The provided infra set up should be dedicated for Bank and no sharing of Hardware is allowed.
4. The hosting of the server will have to be done by Bidder in India.

5. Bidder has to provide/procure the latest version (excluding beta release) of system software's and associated licenses (application, tools, utility, database or any other s/w required for this solution) and propose/provide/procure the latest hardware's only (either dedicated or shared by ensuring the performance requirement specified, other than the H/w or S/w specifically specified in this RFP) with proper Warranty, Insurance and AMC/ATS for the proposed Data center/Disaster Recovery Solution/Services. The details of proposed H/W and S/W (with associated licenses, either dedicated or shared infrastructure) should be submitted as a part of technical bid.
6. Hosted Solution should be equipped with highly available architecture and shall ensure that there will be no interruptions to the service offered. The proposed solution should provide followings:
 - High Availability (24*7) i.e. uptime of not less than 99.95% (Server & Network Infrastructure, Quarterly Computation).
 - High Reliability (The number of unplanned outages should be zero)
 - Website Response Time (Server response time should be under 200ms) — applicable for shared resource also.
 - High Scalability i.e., Load Balancing & Clustering (as per the need of the Bank, facility to add multiple servers and clusters)
 - High Performance & Reliability of Hardware's/Networking Equipment's — required to achieve website uptime, response time and RTO & RPO defined as under:
 - Recovery Time Objective (RTO): (30minutes)
 - Recovery Point Objective (RPO): Zero
7. Static IP Address & DNS/Name Service: As per the proposed solution architecture, Bidder are required to identify the number of Static IP address requirement and make provision for it. Bank will provide the domain, currently it is punjabandsindbank.co.in, and domain will be managed by bank.
8. The bidder shall provide secured access at hosting infrastructure for updating the contents on the website.
9. The proposed solution should be IP Version 6 (IPv6) Compliant.
10. Website Monitoring & Performance Analyzer - The Bidder has to provide & implement industry standard Website Monitoring & Performance Analyzer Tool which should have following features:
 - Monitoring Website's Uptime/Downtime and generating instant website failure/down SMS/email alerts/report to email administrator and Bank team.
 - Analyze the load, speed and response time of the websites, web pages & suggest best practices which need to be followed for optimizing the performance of the website.
 - Monitoring of Public IP/Internet Bandwidth Speed/Network Speed of the Website.
 - Webpage Content Check - Examine all parts of the web pages like file size, load time and details of each element of a web page (HTML, JavaScript, CSS, images, flash etc.) with facility to sort and filter information in different ways to identify performance bottlenecks & browser compatibility of the web pages/website.
 - Performance Overview — should be able to generate performance related statistics (like Google Page Speed, Yahoo etc) for the website.
 - Trace Performance History — required to analyze how performance of the website is changing over the period of time with the help of GUI reports in charts, graphs etc.
 - Tracking availability & performance of the website from multiple geographic locations across the globe.
 - Avoid dead links — Monitor & Analyzer Dead Links present in the website with the facility for auto archival of old links files or content available in the website.
 - Detailed Periodic Reporting (GUI).
 - Email notification facility
 - Search Engine Optimization.

- Feature to monitor, view, generate & download reports of total hits (for all websites/web pages), clicks, page view, visitors count, unique visitors count, URL visits, downloads counts, client application (mobile, tab etc.), browsers, geographical location & device details etc.
11. Support Service - As a part of the Datacenter support, Bidder is required to have one Test Server at Datacenter to simulate & resolve the issues (if any) and to test the backup for the restorability once in every 6 month of time. The Data center support service should include followings:
- Supply, installation and configuration of upgraded versions of software/patches (whenever released/requested by the Bank) with consultation of application vendor.
 - Trouble Shooting & Rectification of bugs/defects in proposed solution.
 - Fine Tuning/Performance Tuning/ Security Configuration of the proposed solution.
 - Reinstallation & Reconfiguration of software/database (whenever required by the Bank).
 - Testing of the Solution (as per the actual need or requirement).
 - Backup/Restoration of Database/Website Files/Logs etc...
 - Maintenance, Monitoring and Administration of OS, Database, Webserver, and any other utility tools proposed in this solution.
 - All kind of mode (for help & support) (24X7X365) should be provided by the Bidder:
 - Telephonic Support.
 - Email Support.
 - iii. Support by Remote Access or Onsite Visit Support

Support for changes and modification should be provided 24*7*365

12. Database Services: Bidder will be responsible to perform all the activities related to Database like installation, configuration, monitoring, database administration, database performance tuning, database backup and restoration, database up-gradation, database patch updation or any other:
- Database Queries, Procedure & Function Optimization.
 - Database should be indexed properly by the Database Administrator for quick and easy retrieval of data.
 - Database monitoring: The database administrator should monitor disk utilization, table space utilization, database performance, server & other resource utilization and performance etc. on regular interval and suggest best practice, configuration changes to prevent database crash and optimum utilization of database.
 - Database backup & restoration activity as specified above
13. The Data Center Facility shall minimum implement the security toolset: Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, WAF (web application Firewall), Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting)
14. Backup and Disaster Recovery: The webserver hosting company should have proper backup policy & Disaster Recovery Centre to ensure 99.95% uptime for the Website. Some of the features of back-up policy may include (but not limited to):
- A proper backup policy should be enforced and ensure regular backup of files.
 - Maintain a latest copy of Web site content on a secure host or on media.
 - Back up of entire website at regular interval of 2 hrs.
 - Maintain integrity check of all-important files in the system.
 - The Disaster Recovery Site should be in a state of readiness to take over the website in case of disaster.
 - Restoration of production data should be carried out on regular period to check its validity and report of the same should be shared with Bank.

- Vendor should have the DR setup for the website available in India, the DR server hosting Bank's website must be deployed on a tier-III or above data centre in a different seismic zone other than that of primary server in India.
 - Bank also requires a disaster recovery and business continuity plan for the website.
 - Reports/Logs to monitor the "down time" of the website should be provided and made available at any time.
15. The Bank, RBI, Govt. of India, any other regulatory body/authority or external auditor appointed by any or the bodies specified above reserve the right to audit/inspect Bidder environment at any time during entire contract period. The bidder will provide require access to the server/infrastructure for audit and fix/ rectify all the vulnerabilities related to hosting services, unearthed by the security auditors. Bank also reserves the right to get the facilities of the service provider audited by Bank approved agency before awarding the contract.
 16. Bidder has to disclose the details of all the H/w, S/w, Utility S/w, Application or any Other Tools (H/W or SAN) which are being used in the proposed solution to the Bank and ensure that proper Warranty and AMC and other maintenance contract have been renewed throughout the contract period (not less than for a year in single time).
 17. The bidder is required to propose only those products which are not likely to go out of production within the period of next 3 years plus 2 years (Renewable for 2 years on annual renewal basis at the sole discretion of the Bank). However, in cases where the OEM decides to phase out any particular model, the bidder is required to substitute the product with another product (model with equivalent or better configuration at no extra cost to the Bank immediately under information to the Bank). In case of system software, application software or utility tools, the bidder shall supply the latest version available at the time of delivery at no extra cost to the Bank throughout the contract period. Bidder is required to strictly compliance this requirement as this contract will be for 3 years which may be extended for as per Bank's need.
 18. Bidder has to disclose the complete application software/utility software details (like Firewall, Antivirus, Replication, Backup/Restoration, Remote Application, File Transfer, Web Analytics Tool, Website Analyzer or any other proposed for the solution) with the version of applications/utility software being used. Bidder is not allowed to change the applications in between the contract period without prior permission of Bank. Bidder has to ensure that the latest version of the applications/utility software is being installed/upgraded (whenever it is released) and all the patches must be updated time to time (as and when it is released) in all the application/utility software without affecting the service to the Bank. All the required licenses must be procured by the Bidder for entire contract period.
 19. Bidder has to provide 24*7 nonstop support service. Bidder has to provide detailed Escalation matrix which must include:
 - Maximum Number of Level in escalation hierarchy should not exceed 5.
 - Maximum time required to resolve the issue at each level should be well defined.
 - Support Level wise contact information (escalation hierarchy) should be provided to Bank which must include Support Engineer/Team Leader/Manager/Higher Official Name, Office Number, Personal Mobile Number and Email ID etc.
 - All kind of media to raise issue should be accepted by Bidder like: by email, by phone, by issue tracker system, by official letter from Bank (scanned or actual).
 - Any change in escalation matrix structure or contact person should be informed to Bank immediately.
 - The Bidder must have a well-defined support system with adequate number of qualified & efficient staff.
 - Support team member must be able to understand at least English & Hindi languages, if required Bidder has to recruit/replace such support engineer at their own cost.
 - Support team must have a proper issue tracking system, where an issue can be raised.
 20. Bandwidth Requirement: The Vendor must have sufficient Bandwidth for data transfer and has to ensure smooth functioning and access of the website to end users.

21. Provide required Help & Support to migrate our existing data from existing Datacenter or any other subsequent switchover by the bank to any other service provider in future after the termination/completion of contract

F. Security and Audit Requirement

1. The website has to be guarded against any type of cyber-attacks. This would include checking the material given by the Bank itself for in-built vulnerabilities or if they could cause vulnerabilities.
2. Bidder should use automated tool to perform daily VAPT of Website and the daily report of the same should be made available to the bank through a dashboard.
3. For enhanced Cyber Security Bidder has to conduct VAPT from CERT-In Empanelled Vendor on half yearly basis without any extra cost to the Bank and a copy of the report should be submitted to the Bank.
4. VAPT (Vulnerability Assessment & Penetration Testing) compliance shall be submitted by the Bidder within 15 days from the receipt of the report. Penalty of 3% of Quarterly annual maintenance charges will be imposed in case VAPT compliance is not submitted within 15 days after the report is shared.
5. Develop and deploy the website with latest technology with Content Management System (CMS).The source code has to be tested for security vulnerabilities by 3rd party and report has to be shared to the bank.
6. The hosting infrastructure (Operating system, Database etc.) should be secured through firewall, Antimalware, Intrusion prevention and Anti Advance persistence threat tools/appliances.
7. The Bank may assign the security audit of the website to its own officers or to an agency to ensure the adequacy of protective measures applied. The website vendor has to provide access to all data and programs which relate to the Bank's website to such assigned persons. Temporary log-in facilities have to be provided to the audit teams so that the team can check the security features of the system.
8. Shortcomings in the security systems, if any, pointed out by Bank assigned audit teams will have to be rectified within a minimum time period.
9. Rectify/ fix the security vulnerabilities in source code, if any, found by security auditors nominated by the Bank from time to time (this may and can vary from one month to a year as per the CERT-In guidelines).
10. The website should comply with IT security policy/procedure of the bank as well as other information security policies/ procedures laid down by regulatory bodies.
11. Vendor should allow regular/quarterly security audit of the system by bank or its authorized agency as per their requirements and the company to ensure rectification of the audit observations as part of maintenance. Any audit/security enhancement proposed by the Government or Law enforcing agency should be carried out by the vendor at no cost to the bank.
12. The bank will be the owner of entire website contents and source code.
13. Bidder should have 24x7 incident response service that works to mitigate the effects of attacks and malicious activity. The incident response team to follow established procedures for incident management, communication, recovery, and uses discoverable and predictable interfaces with internal and external partners alike.
14. Bidder is responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), and software that support the infrastructure.
15. In case, the bidder provides some additional System Software as a Service for the project, bidder is responsible for securing, monitoring, and maintaining the System and any supporting software.
16. The Data Center Facility shall ensure minimum implementation of the following security toolsets:
Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, WAF (web application Firewall), Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data

Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting)

17. Meet the ever evolving security requirements as specified by CERT-In (<http://www.certin.org.in/>)

18. Deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.

19. Automated scans can be performed by Bank's designated third party auditors, using Bank specified tools. If the bidder chooses to run its own automated scans or audits, results from these scans may, at the Bank's discretion, be accepted in lieu of Bank performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Bank. In addition, the results of bidder conducted scans shall be provided, in full, to the Bank.

20. Bidder should ensure protection of all Bank's data, equipment, etc., by treating the information as sensitive. Sensitive but unclassified information, data, and/or equipment will only be disclosed to authorized-personnel. The bidder shall keep the information confidential, use appropriate safeguards to maintain its security in accordance with minimum standards. When no longer required, this information, data, and/or equipment shall be returned to Bank's control, destroyed, or held until otherwise directed by the Bank's. The bidder shall ensure that unneeded items are destroyed by burning, shredding, or any other method that precludes the reconstruction of the material.

21. All documents exclusively produced for the project are the property of the Bank and cannot be reproduced, or retained by the bidder. All appropriate project documentation will be given to Bank during and at the end of this contract or at the time of termination of the contract. The bidder shall not release any project information without the written consent of the Bank. Any request for information relating to the Project presented to the bidder must be submitted to the Bank for approval.

22. Shall provide vulnerability scan reports from Web Application, Database, and Operating System Scan results (that fall under the scope of the bidder) shall be managed and mitigated in Plans of Action.

23. Bank's reserves the right to perform Penetration Test. If the Bank's exercises this right, the bidder shall allow Bank's designated third party auditors to conduct activities to include control reviews that include but are not limited to operating system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, this includes the general support system infrastructure.

24. Shall generally and substantially and in good faith follow GOI guidelines and CERT-In and MeitY Security guidance. Where there are no procedural guidelines, use generally accepted industry best practices for IT security.

25. Web offering should have built-in user-level controls and administrator logs for transparency and audit control.

26. Security Configuration: The entire security configuration required for the Website at Datacenter Infrastructure Level must be done by the Bidder to secure the website from any kind of attacks. The website must log all unique connection IP address along with time stamp and generate all necessary reports. Bidder is also required to suggest, provide required help & support time to time for the necessary security configuration or modification required at application level to protect the website from hackers and/or any other possible attacks. Some of the popular know attacks against which the protection is required are :

- DoS/DDoS/LDoS/PDoS
- Intrusion prevention systems (IPS)/ intrusion detection and prevention systems (IDPS)
- Teardrop
- Peer-to-peer
- Flooding
- Sniffing
- Nuke
- Smurf
- Sockstress
- Slow Read and etc.

27. The bidder shall take steps to prevent unauthorized access to data and contain malicious activities directed at the Bank's website through the Internet or otherwise. Whenever any new threats/vulnerabilities become public, the bidder shall take appropriate steps to protect the interests of the Bank.

28. The bidder should ensure that the Antivirus installed at the server must be updated regularly with latest antivirus definitions. The system should be scheduled for daily scan at midnight.

29. The bidder shall be responsible for any act of its employees that may result in security breach of Bank's website.

30. The proposed solution should provide an audit trail of all security breaches and able to alert to the system administrator (via email/sms) if security is violated. Immediate Corrective/Protective action should be taken by the vendor under information to the Bank (whenever occurred) and relevant report is to be submitted to the Bank on monthly basis. Serious security breaches must be informed to the Bank immediately.

31. Service Provider should provide monthly reports of identified and mitigate attacks classified by server, attack, website source.

32. Operating systems and other software used should be up to date with the latest service pack and security patches to protect against attacks.

33. Latest version of the webserver software should be installed along with the latest patches. Vendor should perform proactive patch management for the systems, database and web servers in scope.

34. The solution must comply with following guidelines/standards/Security Measures:

- i) Cert-in, MeitY Guidelines about Database, Network, Firewall, Security. Antivirus etc. (as applicable, guideline available at <http://www.cert-in.org.in/>)
- ii) STQC Guidelines issued by Central Vigilance Commission (as applicable, guideline available at www.egovstandards.gov.in and www.cvc.nic.in).
- iii) Information Technology Act 2000 and subsequent amendments related to Hardware, Software and Datacenter/DR Services.
- iv) RBI/NIC/Govt. of India Guidelines regarding Datacenter Services.
- v) Hosting organization should have a security policy and should implement the best security practices for the websites and Webservers as per CERT-In, MeitY, RBI, NCIIPC, Govt guidelines/ recommendations, and all regulatory and statutory guidelines and recommendations. These guidelines among other should cover the following aspects for Datacenter Services:
 - Network security
 - Hosting security
 - Website and other Applications security
 - Database security
 - Logging and Backup policies
 - Physical security
 - Disaster Recovery Site
 - Security Audit
 - Penetration Testing
 - Incident Handling and Recovery

Complete details on guidelines for Webserver security can be obtained from CERT- In website. <https://www.cert-in.org.in/>

vi) Lock HTML source code to protect web pages from unauthorized copy.

vii) Bidder has to monitor the web site application 24x7 from security threats and ensure its uninterrupted functioning.

viii) Any unwanted security threat or hacking attempt should be taken on high priority and dealt with immediate effect.

- ix) The new website should be guarded against all vulnerabilities, including but not limited to OWASP top 10 & 20 attacks, file integrity check and necessary security features to be built for securing the site from hacking.
- x) Any webpage collecting visitor's personal information or login credentials should be protected through secure communication and the same should be stored in encrypted format in database in the form and format acceptable to the Bank.
- xi) Facility for secure-remote access shall be provided along with an appropriate Content Management Tool for designated officials of the Bank, including Web Admin to access / manage the content
- xii) Audit trail for logon-logoff and any modification should be available for at least 3 months.
- xiii) Any security breach identified must be informed to Bank immediately and attended instantly to protect interest of the bank and its customer. Selected vendor would be responsible for providing fix to the problem in consultation with bank's security team.

Maintenance of Intranet Site including Operating System, Database, Application, Middleware etc., other than hardware.

The bank calls for proposal for the maintenance of intranet Site including maintenance and management of Operating System, Database, Application, Middleware etc., other than hardware of the server on which intranet is to be hosted on bank's premises. The Intranet website will serve as a hub where employees may access bank's circulars/circulatory letter, manuals, portals and policies. Intranet website will have all existing functions with AD login on web server in bank's premises.

The Scope of work also includes:

- a) Supply, installation and configuration of upgraded versions of software/patches (whenever released/requested by the Bank) with consultation of application vendor.
- b) Trouble Shooting & Rectification of bugs/defects in proposed solution. In maintenance period, fix the bug in the application and modifications/changes as required time to time.
- c) Fine Tuning/Performance Tuning/ Security Configuration of the proposed solution.
- d) Reinstallation & Reconfiguration of software/database (whenever required by the Bank).
- e) Backup/Restoration of Database/Intranet site Files/Logs etc to be done in bank's premises.
- f) Maintenance, Monitoring and Administration of OS, Database, Application, web server and any other utility tools proposed in this solution.
- g) All kinds of mode (for help, maintenance & support) should be provided by the Bidder:
 - i. Telephonic Support.
 - ii. Email Support.
 - iii. Support by Remote Access or Onsite Visit Support (whenever required)
 - iv. The Bank will provide the secured server access at bank base location.

- Implementation of new changes in the application software as and when any new business rules, logic processes etc. comes into effect.
 - Tuning and code changes for optimal performance.
 - Debugging & fixing of problems arising in the running applications
 - The security alerts received from the RBI, GOI, MOF and Bank's Internal IT Security Cell from time to time are given immediate cognizance and patches are applied promptly to safeguard the systems. Application security, Server Security, Browser Compatibility, Contents developed using latest Technology, Page Security, IS Audit and all Audit compliance.
 - Server will be at bank's DC/DR site.
 - To secure the information on the site from external attacks viz., virus, malware etc.
- Banks' Intranet site is used to disseminate information essential to staff members for smooth conduct of bank's business as per laid down guidelines.

5.2 Existing Modules/Functionality (Website/Webserver)

In the following table, brief details have been given about the major existing modules/features in bank's present website maintenance.

| Sl No | Module/Page/Features | Existing/New |
|-------|---|--------------|
| 1 | All existing pages as is in our existing website to be revamped and optimized (For Hindi contents are to be uploaded in Unicode) Total no of pages:-561 Total no of users:-Active Users: 4686 , Total Docs uploaded: 1824 | Existing |
| 2 | Branch/ATM locator admin module | Existing |
| 3 | Feedback module | Existing |
| 4 | RSS Feed | Existing |
| 5 | Tender and Recruitment admin module with centralized uploading of tenders | Existing |
| 6 | On Line Loan Application Management Module for all Retail products of the bank along with MIS required by various offices/authorities. | Existing |
| 7 | Online Customer Grievance (SPGRS) handling admin Module with inbuilt escalation procedure and MIS required by various offices/authorities. Branch/ Departments will be able to reply online and HO/Zones will close the grievances). | Existing |
| 8 | Admin module & other bank's module Hit Counter, Action on Complaints, RTGS/ NEFT ATM Branch, Branch Edit, CCA/CCA RO MIS, CCA/CCA RO Report, Tender, Corrigendum ,Retail Loan- on line application status Updation, MIS , Interest Rate , Manual Loan Status, Notices -SARFAESI Act ,Notices -SARFAESI Act Corrigendum. Properties Charged ,Tenders Concluded , Zone/Dept. Users, Change Password ,Update Loan Status , Loan MIS auto SMS and mailing alert facility on online forms. One Time Settlement Module,Ex-Staff Welfare. | Existing |
| 9 | SSL Secured : Entrust SSL Certificate is installed on website | Existing |
| 10 | Intranet Site: PHP Framework Laravel based web Application. <ul style="list-style-type: none"> • Proper administration, maintenance and updation of Intranet site. • To make available a repository of information to staff and easy retrieval for their necessary action. • To share the Latest News, Circulars, Policies, Job Cards, Forms, Links to In-House softwares and other information with staff to arm them with inputs required for performing their duties as per extent guidelines. • To provide secure access to the site through valid user credentials. • To ensure that the contents displayed are current and up to date with dynamic updation. • The web administrator maintains the site in accordance with the Policy guidelines. | Existing |

5.3 Indicative Development Activities for Module/Pages

The Indicative development activities required for a module shall be as below:

| S.No. | Module |
|-------|---|
| 1 | Improving and optimization of all existing Modules with ADMIN Module for centralized control. |
| 2 | Improving and optimizing Branch and ATM locator with a facility of map locator to provide physical location roadmaps like Google MAPS (Service Provider will find out log for Branches/ATMs) |
| 3 | Improving and optimizing tender and recruitment uploading module (decentralized uploading from Zones) |
| 4 | Development of user-friendly and interactive web forms/web pages for collection of input from users/customers as per the format provided by Bank. |
| 5 | Authentication of user/customer filling the web forms/web pages. Communication with user/customer through email post filling of form |
| 6 | Facility to upload scanned/pdf/word documents by the user/customer. |
| 7 | Necessary client side validations, security controls, such as CAPTCHA etc., on web pages, Implementation of server side validations |
| 8 | Necessary security controls to prevent cyber-attacks such as – SQL Injection, Cross-site injection etc. |
| 9 | Storing of data into database and retrieval of full or partial information on the webpage on website (as per required format) after due authentication of customer/user. |
| 10 | Facilities to administrator/s to view, update, and manipulate the data through admin login. Creation and management of admin logins for Branches, Zonal Offices, and Head Office Departments, with escalation matrix. Data should be displayed to administrators / Bank users as per its roles and responsibilities. If needed. |
| 11 | Facility for MIS reports to administrators, If any. |
| 12 | Integration/ communication of data with the existing/future modules on the website at webpage, application, and database level. |
| 13 | Integration with Call Center & CRM |

Date:

Signature with seal
Name
Designation

ANNEXURE - 1

TENDER COVERING LETTER

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

Dear Sir,

Sub: RFP for selection of vendor for Redesigning, Hosting and Maintenance of existing Web Site of Bank and maintenance of Bank's Intranet site.

Tender Ref No. _____ **dated** _____

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for RFP for selection of vendor for Redesigning, Hosting and Maintenance of existing Web Site of Bank and maintenance of Bank's Intranet site Technical as well as Commercial Bids being parts of the above referred Bid.

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

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we are not blacklisted / banned by any Public sector Bank/PSU/GOI Department at the time of bid submission.

Dated this ___ day of _____, 2024

Signature: (In the Capacity of)

ANNEXURE-2

ACCEPTANCE/COMPLIANCE CERTIFICATE

All Terms and Conditions including Scope of Work (except Technical Specifications)

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all Addendum, Corrigendum etc. Any deviation may result in disqualification of bids.

**Signature:
Seal of company**

Technical Specification

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

List of deviations

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

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

Signature:
Seal of company

ANNEXURE-3
COMPLIANCE TO MINIMUM ELIGIBILITY CRITERIA

| S No. | Eligibility Clause | Complied(Yes/No) |
|-------|---|------------------|
| EC-1 | The bidder shall be a company/partnership firm in India, registered under the relevant laws and have operation in India. | |
| EC-2 | The bidder should have past experience in website hosting, designing, development, maintenance, and customization for a minimum period of 3 years. | |
| EC-3 | The bidder should have a positive net worth in the last three financial years in India out of the following financial years: 2020-21, 2021-22 and 2022-23. | |
| EC-4 | The agency's turnover should be more than INR 1 Crore average over the last three years viz, 2020-21, 2021-22 and 2022-23.. | |
| EC-5 | The Bidder should have developed and Hosted dynamic and bi-lingual (English and Hindi) website/s for at least two Scheduled Commercial Banks /Financial Institutions / PSU / Government Organization. | |
| EC-6 | The Bidder should not be black-listed by any Scheduled Commercial Bank, RBI, IBA or any other Government agencies in India, at the time of submission of bid. | |
| EC-7 | (A) The bidder should have developed at least one website compliant with Web Content Accessibility Guidelines (WCAG) 2.2, level A, AA or above. (B) The Bidder Should have knowledge of guidelines of the regulatory & statutory institutions, like -CERT-IN, MeitY, RBI & Ministry of IT, NCIIPC etc. whose recommendations bank has to comply with time. | |
| EC-8 | The Data Centre (DC)/ DR where the websites will be hosted should be tier III or above and ISO 27001 and should follow all the ISO process. | |
| EC-9 | The bidder should have sufficient and Competent manpower, on its permanent payroll, conversant with the web technologies, hosting environment and database etc. being used for the Bank's existing website. | |
| EC-10 | Should have development and support center in India. Hosting Server and data should reside in India. Just a support office will not suffice, need full-fledged development office in India. | |

Date:

Signature of the Bidder

Place:

ANNEXURE- 4

AUDITED FINANCIAL RESULTS CERTIFICATE
(To be provided by Chartered Accountant/Statutory Auditor)

This is to certify that M/s _____, a company incorporated under the Companies Act, 1956/2013 with its headquarters at _____ is having more than Rs.1 Crore Annual Turnover during the last three years and is having Positive Net Worth in the last three Financial Years.

| Sr. No. | Year | Turnover (in Cr) | Net Worth (in Cr) |
|----------------|-------------|-----------------------------|------------------------------|
| 1 | FY 2020-21 | | |
| 2 | FY 2021-22 | | |
| 3 | FY 2022-23 | | |

Date:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company

ANNEXURE- 5
Proforma of Bank Guarantee for Earnest Money Deposit
(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee # _____

Dated: _____

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

Dear Sir,

In _____ accordance with your bid reference No _____ Dated _____ M/s _____ having its registered office at _____ herein after Called "bidder") wishes to participate in the said bid for selection of vendor for **Redesigning, Hosting And Maintenance Of Existing Web Site Of Bank And Maintenance Of Bank's Intranet Site**. An irrevocable Financial Bank Guarantee (issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ (Rs. _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab & Sind Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____ (Rupees _____) valid up to _____. We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab & Sind, the amount Rs. _____ (Rupees _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

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

Name of signatory Designation Bank Common Seal

ANNEXURE - 6
Bidder's information

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

Reg : Selection Of Vendor For Redesigning, Hosting And Maintenance Of Existing Web Site Of Bank And Maintenance Of Bank's Intranet Site

With reference to your RFP No. _____ dated _____ (Read with its Addendums/Corrigendum/Amendments), we submit necessary information hereunder:-

| | | |
|-----|---|--|
| 1. | Proprietary/ Partnership/Private Ltd./Public Ltd. | |
| 2. | Name of the company | |
| 3. | Registration No. and date of establishment | |
| 4. | PAN | |
| 5. | GST No | |
| 6. | Whether MSME(quote registration no. and date of registration, copy to be attached) | |
| 7. | Website Address | |
| 8. | Email Address | |
| 9. | Address | |
| 10. | Contact No/Mobile No. / Fax No. of Registered Office: | |
| 11. | Details of Tender Fee and Earnest Money Deposit | |
| 12. | Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of Board Resolution) | |
| 13. | Name of Directors , Address, Telephone/Fax Nos. and Email ID: | |
| 14. | Number of Total Employees: & Number of engineers familiar with the language, database, OS etc. being used in bank's website and webserver: | |
| 15. | Full details of daily communication for website, webserver maintenance/ updation official email address and escalation matrix | |

DECLARATION

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

1. The Bank is not bound to accept the lowest bid or may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. We undertake to give a service commitment for at least 3 years (Renewable for 2 years on annual renewal basis at the sole discretion of the Bank on the basis of the performance of the bidder during the contract period).
5. I/We do not have any conflict of interest as mentioned in the RFP Document.
6. I/We submit this application under and in accordance with the terms of the RFP document and agree and undertake to abide by all the terms and conditions of the RFP document.

| | |
|-----------------------------------|--------|
| Name of person Authorized to sign | |
| Mobile No. | Place: |
| Email: | Date: |

Official Stamp: **SIGNATURE OF AUTHORISED SIGNATORY**

Annexure-7
PRE CONTRACT INTEGRITY PACT

(To be stamped as per the Stamp Law of the Respective State)

Between

Punjab & Sind Bank (PSB) hereinafter referred to as "**The Principal**", and
_____ hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

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

In order to achieve these goals, the Principal has appointed 1. Sh. Asha Ram Sihag and 2. Aditya Prakash Mishra as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

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

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

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

The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contract

b.

c.

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

e. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission

of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- f. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- g. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- h. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

(1) The vendor shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank. In case of Sub-contracting, the

Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.
- (2) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Punjab & Sind Bank and recuse himself / herself from that case.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD & CEO of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

(8) The word 'Monitor' would include both singular and plural

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD & CEO of Punjab & Sind Bank.

Section 10 - Other provisions

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

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

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

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

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

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

(For & On behalf of the Principal)

(Office Seal)

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

Place:

Date:

Witness 1:
(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE -8
NON DISCLOSURE AGREEMENT

(To be executed on a Non-Judicial Stamp Paper of requisite value)

This Non-Disclosure Agreement made and entered into at..... Thisday of.....2024 BY AND BETWEEN, a company incorporated under the Companies Act, 1956/2013 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

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

WHEREAS:

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

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

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/ furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

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

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,
- (c) was rightfully obtained by the Vendor from a source other than Punjab & Sind Bank without any obligation of confidentiality,

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

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

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

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

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

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

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

- a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) Financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return

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

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

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.

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

10. Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

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

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

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

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

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

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

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

ANNEXURE -9
Format of Performance Bank Guarantee
(To be executed on a Non-Judicial Stamp Paper of requisite value)

Tender Reference No: _____ Date _____

The Assist. General Manager -IT
Punjab & Sind Bank,
Institutional Plot No. 151,
Second Floor, Sector-44
Gurugram -122003.

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, HO IT Department, Institutional Plot No. 151, Second Floor, Sector-44, Gurugram -122003 in response of (Vendor / Service Provider), a Company registered under the Companies Act, 1956/2013 and having its Registered / Corporate Office athas awarded the Contract valued Rs.....and appointed.....as Vendor for Redesigning, Hosting and Maintenance of existing Web Site of Bank and Bank's Intranet Site Contract vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.

2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon Vendor to furnish a Performance Guarantee, for Rs.....(Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favor towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.

3. WHEREAS Vendor has approached us for issuing in your favor a performance Guarantee for the sum of Rs..... (Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We,.....Bank,..... a body corporate constituted underhaving its Head office at.....(give full address) and a branch inter-alia at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part ofof any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part ofof their obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether thehas committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same

forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

5. This Guarantee shall be valid up to plus 3 (three) months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against theand either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond(date) unless expressly agreed to by us in writing.

7. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of

8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims againsthereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.

9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims againstfrom time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

11. This Guarantee shall not be affected by any change in the constitution of _____or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____shall have no claim against us for making such payment.

14. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

15. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____(full details of persons to be contacted address and phone Numbers etc).

16. Notwithstanding anything contained herein above;

i) Our liability under this Guarantee shall not exceed Rs _____ (Rupees _____ only)

ii) This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 3 (three) months and including the date _____ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2024.

Signature and Seal of Guarantors
Vendor's Bank

ANNEXURE-10
UNDERTAKING FOR NON- BLACKLISTED

To be furnished on issuing Company's letter head

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

Sir,

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

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

Thanking You,

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of the Company:

ANNEXURE - 11
Format for Indicative Bill of material (BOM)

SUB: REQUEST FOR PROPOSAL FOR SELECTION OF VENDOR FOR REDESIGNING, HOSTING AND MAINTENANCE OF EXISTING WEB SITE OF BANK (<https://punjabandsindbank.co.in>) AND MAINTENANCE OF INTRANET SITE.

Ref: Your RFP

/2024 dated

Price details

| Sl No | Item Details | One Year Price (Excluding GST) | GST % | | One Year Price (Inclusive of GST) | No of years | Total Cost for 3 years (Inclusive of GST) |
|-------|---|--------------------------------|------------|--------------|-----------------------------------|-------------|---|
| | | A | B % of GST | C GST Amount | D=A + C | | |
| 1 | Cost of Website Hosting including maintenance & modifications per Annum | | | | | 3 | |
| 2 | Cost of Website Redesigning & development with CMS (content management system)(One Time) | | | | | 1 | |
| 3 | Cost of Migration of Existing Website with CMS (one time) | | | | | 1 | |
| 4 | Maintenance of Intranet site(including Application, OS, Database, Middleware) other than hardware | | | | | 3 | |
| 5 | Rate Contract for Conversion of Data in Regional Languages as mentioned in Scope (Per Language)(One Time) | | | | | 1 | |
| | Total | | | | | | |

Amount in Indian Rupees

| | |
|---|------------------------|
| Total Cost of Ownership [Column F] | Rs. _____ (In Figures) |
| | Rs. _____ |
| | (In Words) |

Undertaking:

- i. Bidders must quote for all the items required by the bank. If the rate of any of the items is not quoted, bid will be rejected summarily as non-responsive.
- ii. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Signature with seal:

Name:

Designation:

Annexure-12

Pre-bid query format (to be submitted in MS- excel format)

| Sr. no | Page No. | Clause Number | RFP clause | Bidders remark |
|---------------|-----------------|----------------------|-------------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Annexure-13

SERVICE SUPPORT CENTERS DETAILS

| Sr. No. | Location | | | Status of Office Working & hours days |
|------------|----------|----------------------------|--|---|
| | Address | Office Tele./fax Number | Name of contact Person with contact number | |
| | | | | |

Signature and Seal of Bidder

FORMAT A

a. Functional & Technical Requirement

| Sl No | Particulars | Vendor Response (Yes/No) | Remarks, particularly regarding deviations |
|----------|---|--------------------------|--|
| A | FUNCTIONAL REQUIREMENTS | | |
| 1 | Development of New Modules | | |
| | <p>HOME PAGE Designing of layout of web pages and creation of homepages for bank's website. All pages would provide option for -printing, sending through e-mail that particular web page.</p> | | |
| | <p>SEARCH ENGINE This should be text based search engine within the website with three options like any word, all words or exact phrase. When result is displayed the searches keyword should be highlighted with bold red colour. Effective search in Google, MSN and any other search engine.</p> | | |
| | <p>LOCATOR Location of branch and ATM</p> | | |
| | <p>WEB STATISTICS URL for viewing the statistics report of the number of hits on the website. The vendor should provide a dedicated page with unique user id and password wherein reports pertaining to no. of hits, utilisation of Bandwidth etc. can be viewed by from time to time.(Complete web stats)</p> | | |
| | <p>ADMIN MODULE The vendor should provide admin module to Web Administrator who could further create users and provide them access level on website to change contents. Note: Content Management System (CMS) feature should be used so that administrator or any other user could change each detail of website.</p> | | |
| | <p>DROP DOWN MENUS -Should be convenient and not have multiple drops. -navigation should be achieved with the least number of mouse clicks.</p> | | |
| | <p>ON-LINE TOOLS Bank- wise- Links/ Addresses Using Maps wherein visitor may navigate through mouse to get details of branches across India. The image/map so required should be made available by vendor.</p> | | |

| S.NO | Description | Vendor Response (Yes/No) | Remarks, particularly regarding deviations |
|------|--|--------------------------|--|
| 2 | WEB SITE MAINTENANCE SLAs | | |
| | <ul style="list-style-type: none"> • FLASH BANNER(For new announcements, new products and more) • Web casting (Movie picture files whenever some event happens in bank like announcement of Results etc) • Upload information/data etc. provided by bank within 1 hrs. • Design and effect critical minor changes within 12 hrs. • Design and effect non-critical minor changes within 2 days. • Web site uptime SLA to be not less than 99.95%. • Date of last page updated and number of visitors to the site to be available on Home Page. | | |
| B | TECHNICAL REQUIREMENTS | | |
| | GENERAL REQUIREMENTS Animated graphic design skills Capability to host the web pages independent of browsers (users should be able to access the pages by using browsers like IE, Google Chrome, Firefox, etc.) 24X7 monitoring of the web site to detect downtime. | | |
| | Server (Dedicated) | | |
| | STATIC New look and feel of the site (Both English and Hindi) | | |
| | SECURITY REQUIREMENT <ul style="list-style-type: none"> • Web server should be placed in DMZ(De-militarized Zone) • DMZ should be created by installing Firewall • NIDS(Network intrusion detection system) should be installed to scan all traffic coming to Web Server • HIDS(Host-based intrusion detection system) should be installed on Web Server • Web server should have latest Anti-Virus at present and updated frequently. • RAS, Telnet services should be disabled on the Web Server. • 24X7 security monitoring and management for the setup. • Vendor should allow Security audit of security infrastructure by Bank's official/consultant • Vendor has to submit a document on placement of the proposed web server in DMZ by explaining the type of firewall, NIDS, HIDS, anti-virus with the help of a detailed diagram and explanation. Here, please indicate whether such document is enclosed or not. • Reports on phishing attacks, hacking detection. | | |

(DETAILS OF HARDWARE AND SOFTWARE / OPERATING SYSTEMS)

All Bidders are requested to specify the **Hardware Sizing** to meet the requirements as per RFP

| | | | |
|----|---|--|--|
| 1. | Hardware Specifications required at DC & DR (Please specify Server configuration) | | |
| 2 | Software/Operating System Detail | | |
| 3 | Application Server Details | | |
| 4 | Database Server | | |
| 5 | Storage | | |
| 6 | Internet Bandwidth | | |
| 7 | Firewall & Network Equipment | | |
| 8 | DNS Services/Name Server Services | | |
| 9 | Static Public IP Address | | |
| 10 | Availability of Space with expansion capability | | |
| 11 | Any other, please specify | | |

Date:

Signature with seal
Name
Designation

**Annexure-15
Compliance Of Scope of Work**

Sub: REQUEST FOR PROPOSAL FOR SELECTION OF VENDOR FOR REDESIGNING, HOSTING AND MAINTENANCE OF EXISTING WEB SITE OF BANK and MAINTENANCE OF BANK'S INTRANET SITE

Ref: Your RFP _____ dated

| Sl. No. | Scope of Work | Bidder's Compliance (Yes/No) |
|----------------|----------------------|-------------------------------------|
| 1 | As per Chapter 5 | |

Date:

Signature with seal
Name
Designation

Annexure-16

COMPLIANCE STATEMENT

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

To,
Punjab & Sind Bank,
HOIT Department,

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 & Sind 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 GEM Portal (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____ designated as of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Date:

Signature with seal
Name
Designation

Annexure-17

Bid Security Declaration

(To be stamped in accordance with stamp act)

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

Date: _____

To,

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

Dear Sir,

We, the undersigned, declare that:

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

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

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

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

Name of Signatory

Designation

Annexure-18

Checklist

| S.N o. | Documents | Submitted (Yes/No) | Page No |
|-----------|---|-----------------------|------------|
| 1 | Tender Covering Letter as per Annexure -1 | | |
| 2 | Acceptance of the terms and conditions of RFP and Technical Specifications (Compliance Certificate as per Annexure - 2) | | |
| 3 | Compliance to Minimum Eligibility Criteria as per Annexure-3 (please ensure that all related supporting documents to Minimum Eligibility Criteria are attached) | | |
| 4 | Authorization letter / Power of Attorney authorizing the Signatory of the bid to sign the bid, interact with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreement/Contract with the Bank on behalf of the Company. | | |
| 5 | Copy of Certificate of Incorporation / Certificate of Commencement of Business issued by the Registrar of Companies. | | |
| 6 | Copies of Audited Balance Sheet and Profit & Loss account for the FY 2020-21,2021-22 and 2022-23 and certificate from Company's Chartered Accountant / Statutory Auditor on Annexure -4 | | |
| 7 | Performa of Bank Guarantee for Earnest Money Deposit as per Annexure -5 | | |
| 8 | Bidder's Information as per Annexure - 6 | | |
| 9 | Pre Contract Integrity Pact as per Annexure - 7 | | |
| 10 | Non-Disclosure Agreement as per Annexure-8 | | |
| 11 | Performance Bank Guarantee as per Annexure-9 | | |
| 12 | Undertaking for non-black listed - Annexure -10 | | |
| 13 | Another Sealed Envelope containing Indicative (Estimated) Price as per Annexure - 11 duly labeled as 'Indicative (Estimated) Price' and Tender Reference No., Name of the Bidder (Commercial Bidding shall be held online through Reverse Auction) | | |
| 14 | Pre- Bid Query format as per Annexure-12 | | |
| 15 | Service Support Centers Details as per Annexure - 13 | | |
| 16 | Details of hardware and software / operating systems as Annexure - 14 | | |
| 17 | Compliance of Scope of Work as per Annexure - 15 | | |
| 18 | Compliance Statement for Reverse Auction as per Annexure - 16 | | |
| 19 | Bid Security Declaration as per Annexure-17 | | |
| 20 | Checklist as per Annexure-18 | | |

Note:

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

Bank may ask for any other document on its discretion.

Signature & Seal of the Bidder