REQUEST FOR PROPOSAL FOR SELECTION OF VENDOR

FOR

SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL (CTF)

TENDER NO: PSB/HOFEX/RFP/01/2024-25

GeM BID NO: GEM/2024/5487117

Date: 28.10.2024

Punjab and Sind Bank
Head office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place New Delhi-110008

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ABBREVIATIONS

AD	Authorized Dealer
AMC	Annual Maintenance Contract
AML	Anti-Money Laundering
API	Application Programming Interface
ATM	Automated Teller Machine
ATS	Annual Technical Support
BCP	Business Continuity Planning
CB	Commercial Bid
CBS	Core Banking Solution
CIMS	Centralized Information Management System
CTF	Centralized Trade Finance
CPU	Central Processing Unit
CVC	Central Vigilance Commission
DC	Data Centre
DIC	District Industries Centre
DIPP	Department of Industrial Policy and Promotion
DMZ/MZ	Demilitarized Zone/Militarized Zone
DR	Disaster Recovery
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
GDPR	General Data Protection Regulation
GeM	Government e-Market Place
GFR	General Financial Rules
GST	Good & Service Tax
HO	Head Office
IDC	Internet Data Centre
IEM	Independent External Monitor
ISDN	Integrated Services Digital Network
KVIC	Khadi and Village Industries Commission
KYC	Know Your Customer
LC	Letter of Credit
LLP	Limited Liability Partnership
LOI	Letter of Intent
MSE	Micro & Small Enterprises
MAF	Manufacture's Authorized Form
MTBP	Mean Time between Failures
NDA	Non-disclosure Agreement
NSIC	National Small Industries Commission
OEM	Original Equipment Manufacturer

OSD	Original Software Developer
OTP	One Time Password
PBT	Profit Before Tax
PII	Personally Identifiable Information
PM	Preventive Maintenance
PO	Purchase Order
PP-LC	Purchase Preference linked with Local Content
RF	Radio Frequency
RFP	Request For Proposal
SFMS	Structured Financial Messaging System
SI	System Integrator
SIT	System Integration Team
SLA	Service Level Agreement
SoW	Scope of Work
SRS	Software Requirement Specification
SWIFT	Society for World Wide Interbank Financial Telecommunications
TAT	Turn Around Time
TB	Technical Bid
TCO	Total Cost of Ownership
TDS	Tax Deducted at Source
UAT	User Acceptance Testing
UDIN	Unique Document Identification Number
VAPT	Vulnerability Assessment and Penetration Testing
VSAT	Very Small Aperture Terminal
WAN	Wide Area Network

INTRODUCTION

Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 one of the leading nationalized Banks of the country, has a national presence through a widespread network of 1569 branches, 25 Zonal Offices, 58 Departments in Head Office, 3 Regional Clearing Centres, 1 Training Centre and 12 Currency Chests all networked under Centralized Banking Solution. It also has a network of more than 1050 plus ATMs spread across the country including onsite and offsite ATMs. With more than 116 years of customer services, the Bank has a large satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, Bank has been a frontrunner in implementing various IT enabled products.

Bank caters foreign exchange facilities to the customers through 41 AD category 'B' branches**.** These branches are under the preview of HO Foreign Exchange department. Further foreign exchange department undertakes the functions of Forex, Treasury and AD category 'A' branch. At present, the international trade finance operations are processed through AD Category B branches for its own as well as of the Non-AD branches. The domestic Trade Finance operations are done in all the branches (AD & Non -AD).

The Bank is using the financial software Finacle 10.x for carrying out the Banking operations. The Bank's Data Centre (DC) is located in Airoli, Navi Mumbai, its Near site is located at Rabale, Navi Mumbai and Disaster Recovery Centre (DRC) at Noida (Gautam Budh Nagar, U.P.). The DC is connected to the Branches, Zonal Offices and Head Office through Bank Wide Area Network. The entire network uses Leased Lines, RF, VSAT and Backup connectivity through ISDN lines & RF etc. The ATMs, Mail Messaging System and other applications also use the WAN.

The Bank is using the following applications in its Trade Finance Operations:

Application Name   : Finacle 10.x

Implementer   : M/s Wipro Ltd.

Data Base   : Oracle Version 19.3

The existing Trade finance Module of Finacle 10.x Software is integrated with the following systems:

➢ Treasury application software (Intellect's Integrated Treasury Management System)

➢ Notiva Messenger application at branches

➢ Swift Total Messaging System

➢ KYC / AML Solution.

➢ Biometric Solution

➢ SFMS

The Bank intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for Supply, Installation, Implementation & Support of Trade Finance Software for Centralization of Trade Finance Business function and support for 5 years from successful implementation of the project.

This RFP should not be considered as a statement of intent for procurement unless a Purchase Order or Letter of Intent is issued by the Bank, as an end result of this RFP process.

This RFP envisages procurement of a suitable SWIFT (Society for Worldwide Interbank Financial Telecommunication) Compliant Trade Finance Solution which will take care of both back-end [Bank side] and front-end [Customer side] of our Trade Operations. The front office should offer our corporate clients the full suite of Trade Services through an online portal and seamlessly integrate their requirement into Trade Back office as well as our existing Core Banking Solution.

The said Trade Finance Solution has to work on top of our existing Core Banking Solution – Finacle 10.x through an interface with all the back-office accounting and liability entries have to be triggered in CBS apart from dynamically fetching client limit and facilities related information from there as part of transaction processing.

DISCLAIMER

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Bank reserves the right to reject any or all Requests for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Punjab & Sind Bank shall be final, conclusive and binding on all the parties. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

KEY INFORMATION

Tender Number	**PSB/HOFEX/RFP/01/2024-25**
RPF Number & Date	**GEM/2024/5487117 dated 28.10.2024**
Tender Title	RFP for "Supply, Implementation, Integration, Management and Maintenance of Centralized Trade Finance Solution Including Customer Web Portal (CTF)"
EMD (Bid Security)*	Rs. 1,00,00,000/- (Rupees One Crore Only). In form of Bank guarantee or Deposit in Bank account as mentioned in point 1.11of Chapter 1.
Bid Validity	180 Days (From the date of opening of Technical Bid).
Performance Bank Guarantee	3% of the Bid Value valid for 66 months (i.e 60 months Contract Period + 6 months extended period) as mentioned in point 2.11 of Chapter 2
Date of Publishing the tender on Bank's Website	28.10.2024
Last Date for submission of Pre-Bid Query	08.11.2024 a) Pre-bid queries to be submitted as per **Annexure - 8** in MS-excel format. b) Queries to be e-mailed on ho.fex@psb.co.in only, quoting the tender reference number in the subject. Subject of the email should be given as "**Pre-Bid Queries for GEM/XXXX".** **Note:** Queries reaching after date will not be entertained.
Date and Time for Pre-Bid Meeting	11.11.2024: 15:00 Hours Pre-Bid meeting will be held Online. Those who are interested in attending the same should share the participant's details to ho.fex@psb.co.in . The link / meeting id will be shared to the participants over the email.
Last Date and Time for submission of Bids	30.11.2024 15:00 Hours
Date and Time of Opening of Technical Bids	**30.11.2024** 15:30 Hours
Date and Time of opening of Commercial Bids	To be notified later only to the qualifying bidders based on Functional & Technical evaluation through e-mail.
Place of Opening of Bids	Punjab & Sind Bank Head Office: HO. Foreign Exchange Department, 21, Rajendra Place, New Delhi - 110008
Contact Persons for any clarifications/ Submission of Bids	Mr. Pankaj Kumar Shukla (AGM) +91-9015274741 (Pankaj.shukla@psb.co.in) Mr. Abhishek Garg (CM) +91-9971848372 (abhishekgarg@psb.co.in)

Other Details	1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting, addendum/corrigendum shall be deemed to be part of the RFP document and shall be shared with all the bidders. 2. No suggestions or queries shall be entertained after pre-bid meeting. 3. This document can be downloaded from following website: https://punjabandsindbank.co.in/module/tender-list; www.eprocure.gov.in & https://gem.gov.in/. Any Amendments, Modifications, Pre-Bid Replies, Clarifications & any communication etc. will be uploaded on the Bank's website (i.e. https://punjabandsindbank.co.in/module/tender-list) & on GeM Portal (i.e. https://gem.gov.in/.). No individual communication will be sent to the individual bidders.

* In compliance to GFR Rules -All MSEs (Micro & Small Enterprises) having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of EMD amount. Relevant Certificates should be submitted by the bidder in this regard to avail exemption. The exempted bidders shall however be required to submit Bid Security Certificate as per Annexure 24 of the RFP.

Note:

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

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

3. Bidders to ensure to get themselves registered timely on GeM portal as detailed in RFP.

4. 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.

5. 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. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

6. 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.

7. 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.

8. 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.

9. Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Websitehttps://punjabandsindbank.co.in/module/tenderlist and GeM Portal https://gem.gov.in/. No individual communication will be sent to the individual bidder

Information for Participation through GeM

This Tender will follow e-Tendering process which will be conducted at GeM Portal (https://gem.gov.in/)

Following activities will be conducted online through the above website:

1. Purchase/Download of RFP document including all Annexure
2. Addendums /Corrigendum's to the RFP
3. Submission of Technical & Indicative Commercial Bid by the Bidder
4. Opening of Commercial Bid by the Bank
5. Announcement of results, if any
6. Issuance of PO

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

CHAPTER 1 - INSTRUCTIONS TO BIDDERS

1.1. Minimum eligibility Criteria for Bidders

Bidders are required to provide factually correct responses to this RFP. Adequate justification and documents (including the technical, functional and other requirements) must be provided as part of the response. In case the Bank finds any response is inadequate, the Bank has the right to ask for additional explanation/ justification/ documents in support. In the event of any discrepancy in the response submitted by the bidder, the Bank reserves the right to disqualify and/or blacklist the bidders. The Bank reserves the right to verify and evaluate the claims made by the Bidders independently. Any deliberate misrepresentation will entail rejection of the bid.

The Minimum Eligibility Criteria for the Bidder (the "bidder" or "vendor") are as under:

Sr No.	Eligibility Clauses	Minimum Documents Required (The bank can ask for additional documents to its satisfaction for the eligibility clauses mentioned below)
1	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for last 5 years as on 31.03.2024.	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
2	The bidder has to provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020 or any subsequent guidelines issued by (Govt./Regulatory authority from time to time.	CA/statutory auditor/cost auditor of the company to be submitted as per Annexure-21.

4	Bidder should have successfully implemented Trade Finance Solution in at least one Scheduled Commercial bank with more than 1000 branches. It should also have experience of few active implementations & minimum experience of Two years in Project Implementation	The bidder must submit the Purchase order/ Sign off/ Services Contract/ customer certificate clearly mentioning the services/ products. Satisfactory Performance Letter is also required from any one bank in which bidder has already implemented the Trade finance solution, concerned bank may use its own format for the purpose and should be duly signed by the authorized representative of the Bank. Bidder must also provide list of active software implemented in various organizations.
5	The bidder or bidder's holding company should have average turnover of Rs. 20.00 crores in the last 3 financial year's i.e. 2021-22, 2022-23 & 2023-2024. The copies of audited financials with auditor's note to be submitted. This must be the individual company turnover and not of any group of companies.	Bidder has to submit Audited Financials for last 3 Years i.e. 2021-22, 2022-23 & 2023-2024 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.
6	The bidder should have positive Net Worth as on 31/03/2024.	The bidder must produce a certificate from the Company's Chartered Accountant with UDIN to this effect.
7	The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 03 (three) financial years.	Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
8	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified /	A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.

	debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021)	
9	The bidder/OEM should not be from a country which shares a land border with India unless the bidder/OEM is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). bidder/OEM from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, have been registered with competent authority. We certify that we and our CSP fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted in Company's letter head.
10	Proposed trade finance solution should be SWIFT latest version complied.	Self-Declaration on Company 's letter Head signed by authorized signatory
11	Bidder should not have been declared as NPA/bankruptcy by any of the financial institution in India. The bidder should not be involved in any litigation which threatens solvency	Certificate is to be provided by the chartered accountant /statutory auditor.

	of company	
12	The Bidder/OEM should have existing Support Centres in India. The Bidder/OEM should be able to provide support and maintenance for the hardware. Documentary proof (Office registration details etc.) to be submitted along with the bid.	List of the offices and a self-certification in this regard
13	The bidder should not be a member or immediate family of Board of Director of the Bank.	Self-Declaration on Company 's letter Head signed by authorized signatory
14	Bidder must be OEM or OEM authorized dealer / partner.	Bidders other than OEM must provide the certificate of authorisation from OEM.
15	Non-Disclosure Agreement	To be submitted as per Annexure-12 duly signed by the authorized signatory of the Bidder
16	Integrity Pact	Undertaking to be provided as per Appendix-17 duly signed by the authorized signatory of the Bidder
17	Labour Law Compliance	Undertaking to be submitted duly signed by the authorized signatory of the Bidder

Photocopies/Scanned Copies of relevant documents / certificates, and undertaking 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. Language of the Bid

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

1.3. 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.

1.4. Right To Accept Any Bid And To Reject Any Or All Bids/Cancellation of Tender process

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

1.5. 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.
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.

- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Bank.
- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- The Bank shall not incur any liability to the affected Bidder on account of such rejection.

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

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

1.6.   Bid validity period

Bids shall remain valid for 180 (One Hundred Eighty) days from the date of opening of Technical Bid. 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.

1.7.   Pre-bid meeting

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

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

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

The format to be used for seeking clarification is mentioned in Annexure - 8 **(Pre-bid Query Format).** It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier. No oral or individual consultation will be entertained.

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

Only two authorized representatives of the bidders will be allowed to attend the meeting. The pre-bid meeting will be conducted online, the details of the same including the link for participation will be intimated to the prospective bidders.

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

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

1.8. Signing of contract

The successful bidder shall be required to enter into a contract with Bank, within two weeks of the issue of PO/LOI 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 necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is executed.

1.9. 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.

1.10. Normalization of Bids

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

Incremental bid submission in part of the requested clarification by the Bank
OR
Revised submissions of the entire bid in the whole

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

1.11. Bid Security - Earnest Money Deposit (EMD)

Non-submission of Earnest Money Deposit as mentioned in Key-Information will lead to outright rejection of the Offer. The bidder shall furnish Non-interest earning Earnest Money Deposit (EMD) amount of Rs 1,00,00,000/- (Rupees One Crore only) in the shape of Financial Bank Guarantee from any scheduled commercial Bank valid for additional 45 days beyond bid validity period (180 days) from the date of Bid Submission Date or Deposit through online mode to below mentioned account for this RFP:

Account Name: Punjab & Sind Bank
Account Number: 90075040050003 (14 digits)
IFSC Code: PSIB0000001
Bank & Branch: Punjab & Sind Bank, Rajendra Place, New Delhi -110008

Note - Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field. Bid submitted without EMD will be rejected

EMD of unsuccessful Bidders will be returned to them on completion of the tender process. The EMD of successful Bidder 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.

b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

c. In case of the successful Bidder, if the Bidder fails:

- To honor submitted bid
- To sign the contract in the form and manner to the satisfaction of the Bank.
- To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Annexure-4.

The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

1.12. Formation of Technical Bid

The Technical bid must be made in an organized and structured manner. The Technical Bid shall contain the relevant documents and should be properly sealed and marked as "**BID FOR CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL**". As part of Technical Bid, Bidder to submit the complete details of components of Hardware, storage, software solutions with its versions along with details any other components required for the project. The Bidder is also required to submit details of onsite resources required for Facility Management and Service requirement (FMS) as part of technical Bid. The details of activities under FMS is mentioned under Annexure 16.

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 in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

1.13. Evaluation Process of the Bids

The Bids of only those Bidders satisfying the Minimum Eligibility Criteria as per Annexure 2 will be evaluated. The Evaluation process will be as under:

1. Functional and Technical Evaluation –

   a. Functional Requirements / specifications as per Annexure - 9
   b. Technical Requirements / specifications as per Annexure - 10
   c. Functional and Technical Evaluation as per Annexure– 18

Minimum 70 marks out of 100 would be required by the bidder for qualifying in Technical Evaluation.

The technical evaluation will be conducted subject to:

    a. Acceptance to all terms and conditions of RFP

    b. Completeness of Bid as per RFP requirement

    c. Compliance to Minimum eligibility Criterion

2. Commercial Evaluation - Only technically qualified bids as per point no. 1 of 1.13 will be eligible for evaluation of commercial bid. The Marks of Commercial Evaluation will be given as per Annexure 19.

3. Overall Evaluation / Selection of successful bidder: Successful bidder will be selected on the basis of combined weighted Score, wherein Functional and Technical evaluation will have weightage of 80 % and Commercial Bid will have the weightage of 20% as per Annexure - 20. Bidder with highest score shall be recommended for award of the Contract.

1.14. Opening of Commercial Bids

The bidder must quote the best competitive price in the commercial bid as there will be no reverse auction. Only those bids which are found to be technically qualified will be informed of the date / time / venue of opening of Commercial bids. The Bids will be evaluated as per criteria mentioned in this RFP document

a. Clarification of bids:

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

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

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

b. Abnormal low bid prices/predatory pricing

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

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

a. reject / cancel the bid/proposal after giving 7 days' notice to the such bidder/s; and /or

b. forfeit the bid security and/or invoke Bank Guarantee; and /or

c. recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of Regulatory/Government/Other authorities guidelines; and /or

d. debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or

e. circulate the list of such entities to member organization/s for circulation among members and/ or

f. Circulate/publish the list of such entities, as deemed fit.

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

1.15. Award of contract/ Purchase Order

Purchase Preference:

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

A. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro; Small & Medium Enterprises amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

A.1. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:

   A.1.1. District Industries Centres or

   A.1.2. Khaki Village Industries Commission or

   A.1.3. Khaki& Village Industries Board or

   A.1.4. Coir Board or National Small Industries Corporation or

   A.1.5. Directorate of Handicrafts & Handloom or

   A.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

   A.1.7. Udyam Registration Certificate

A.2. MSEs are exempted from paying EMD, subject to furnishing of valid certificate for claiming Exemption.

A.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per annexure.

A.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

A.5. Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders.

A.6. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

B. Start-up:

B.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

B.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.

B.3. Further, the Start-ups are also exempted from submission of EMDs.

B.4. For availing the relaxations, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy

and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

B.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank.

C. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

C.1. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

C.2. "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.

C.3. "Class –II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class –II Local supplier' but less than that prescribed for 'Class –I Local supplier' under this order.

C.4. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.

C.5. The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.

C.6. The margin of Purchase preference shall be 20%.

C.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.

C.8. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class –II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

C.9. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

C.10. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

D. Ministry of Electronics and Information Technology (MeitY):

D.1. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology; Government of India has issued revised Public Procurement (Preference to Make in India) Order 2019 for cyber security products vide reference File No.1 (10)/2017-CLES dated 06/12/2019.

D.2. The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.

D.3. Punjab & Sind Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

D.4. Following evaluation, a Contract/ Purchase Order may be awarded to the bidder(s) whose bid meets the requirements of this RFP and provides the best value to the Bank commercial point of view.

D.5. The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager at the address given in this RFP. The terms and conditions of purchase order and RFP shall constitute a binding contract.

1.16. Amendment to RFP Contents

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

discretion, extend the last date for bid-submission.

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

Disqualification

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

1.17. Preliminary Scrutiny

a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

c. 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, Applicable Law, Bank Guarantee will be deemed to be a material deviation.

d. 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. Real time and near-real-time and customer account/ employee account/ office account, fraud monitoring / transaction monitoring, which has case management and scenario authorizing tool with dashboard will be considered as similar project for technical evaluation and eligibility criteria.

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. The Bank reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

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.

g. If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the performance bank guarantee/ EMD.

1.18. Power of Attorney or Resolution Copy

In case of company, Board Resolution in favor of authorized person and Power of Attorney in case the authorized person delegates authority to another person of the company to sign the Bid documents is to be submitted with bid documents.

1.19. Signing of Pre-Contract Integrity Pact

The bidder should undertake for signing of the Integrity Pact as per the Performa (Annexure- 17) provided by the bank to the bidder as per CVC guidelines.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document. The Bank has submitted the names of eminent personalities with the CVC for appointment of IEMs in the Ban for contract/Tender.

Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra have been appointed as IEM (Independent External Monitor) for the bank. IEM can be contacted at:

Sh. Asha Ram Sihag	**Sh. Aditya Prakash Mishra**
Email: arshihag@gmail.com	**Email**: apmishra53@gmail.com
Mob: 9911558502	**Mob: 9560625666**

CHAPTER 2 – TERMS & CONDITIONS

2.1. Two Bid System

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. Bidders will have to abide by terms and conditions of GeM portal for participating in 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) Document should be submitted on or before last date of bid submission.

The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

a. The Technical Bid (TB) should cover all items asked for in the Functional and Technical Requirements/ Specifications as per "Annexure 9" and "Annexure 10" respectively and should not contain any price information.

b. The Commercial Bid (CB) should give all relevant price information and should not contradict the TB in any manner and should be submitted in the format given in "Annexure 15 - Commercial Bill of Material".

c. Opening of the Commercial Bid (CB) will be subject to the Bidders getting qualified on the basis of functional and technical evaluation as per Annexure -18.

d. The TB will be opened in the presence of only one authorized representatives of the bidders on the date specified. The representative of the bidder shall produce an authorization letter from the bidder to represent them at the time of opening of TB. Irrespective of the presence of such representatives, the TB will still be opened at the scheduled time at the sole discretion of the Bank, in the presence of Bank's Tender Committee Members.

e. The original bids shall be typed or printed in a clear typeface and signed & stamped by authorized representatives of the Bidder. The Copies of bids if any submitted may be good quality photocopies of the original. An accompanying letter is required, signed by an authorized signatory of the Bidder, committing the bidder to the contents of the original response.

f. The CB should give prices /costs in INR (Indian Rupees) only and bids in currencies other than INR would be disqualified.

g. All costs should be for door delivery and should be inclusive of all taxes, duties, charges and levies of State or Central Governments, as applicable and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on to Bank.

h. The Bidder has to submit masked Commercial Bid along with the technical bid document.

i. No bidder shall involve himself /itself or any of his /its representatives in any price

manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidders concerned from the e-Procurement process.

j. Bidder shall not disclose details of his bids or any other process of the Bank to any other third party without specific permission in writing from the Bank.

k. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. at bidders' place. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction).

2.2. Pro-forma for Technical Details

a. The bank expects point to point reply (For Functional and Technical Requirements/ Specifications mentioned in Annexure – 9 and Annexure - 10 respectively) with clearly stating the response requested by the bank in the column provided and additional information in Remarks/ Explanation column. If any additional data sheets/ Reports/ Screen shots are to be attached label them as annexure and refer the number in the remarks column. Please note that product brochures/ webpage printouts covering broadly the technical requirements/ specifications are not acceptable & liable for rejection.

b. Point wise compliance of the terms and conditions enumerated in Tender Document. Any technical/ commercial deviation with the Tender Document should be clearly stated with the reasons thereof.

c. The detailed specifications make and versions of various components (Hardware, Software and Network) and tools proposed by the Bidder are to be provided.

d. The Bank reserves the right not to allow/ permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.

e. The Bank may at their discretion waive any minor non-conformity or ask for clarifications in any offer and the same shall be binding on all bidders and the Bank reserve the right for such waivers or accepting such clarifications at a later date, before the date of opening of commercial bids.

f. If the Bank is not satisfied with the compliance to functional and technical specifications in the bid and observes major deviations, the technical bids of such bidders will not be qualified and the CB of such bidders will not be opened. No further discussions shall be entertained with such bidders in this regard/ matter.

g. The Bank reserves the right to reject this Tender Notice in part or full, or cancel the entire process at any stage without assigning any reason. The bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

h. The bank reserves the right to change or relax the eligibility criteria to ensure inclusivity and fair play.

i. The bank reserves the right to re-tender and the Bank shall not incur any liability to the affected bidder(s) on account of such rejection. The Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection. The bank reserves the right to modify any technical requirements specifications within the overall scope of the RFP before accepting the bids from the bidders and the same will be communicated with the bidder through an Addendum/ Corrigendum.

j. The Bank reserves the right to modify any technical requirements specifications within the overall scope of this Tender and the Bank reserves the right to obtain revised CB from the bidders with regard to changes in clauses/ terms & Conditions or if the Bank is not satisfied with the prices offered.

k. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this tender, the parties shall be subject to the jurisdiction of courts at New Delhi i.e. where Bank's Head Office is located.

2.3. Modification and withdrawal of offers

a. The bidder may modify or withdraw its offer after submission, provided that a written notice of the modification or withdrawal is received by the Bank prior to the closing date and time prescribed for submission of offers.
b. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers without the risk of the bid security being forfeited.

2.4. Erasure or Alterations

a. The offers should not contain hand written material, erasures, corrections or alterations. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in.
b. Filling up of the forms using terms such as "OK", "complied", "noted", "as given in the brochure/manual", etc. are not acceptable and needs to be filled with as requested by the Bank and additional details in Remarks/Explanation columns. If supporting documents screens shots etc. are attached, these should be properly labeled and reference should be provided in the remarks/ explanation column.
c. The Bank may treat the offers as unacceptable if they do not adhere to these guidelines.

2.5. No Commitment to Accept Lowest or Any Tender

a. The bank shall be under no obligation to accept the lowest or any other offer received in respect of this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.
b. The bank reserves the right to 'call off'/ cancel the tender proceedings or cancel the Tender at any point of time.

2.6. Delivery Locations

a. The proposed solutions need to be delivered & installed at locations specified in the Scope of Work.

2.7. Bid Price & Bid Security

a. The RFP document can be downloaded from the Bank's website **www.punjabandsindbank.co.in**.

b. Bidders are required to give a Bid Security (EMD) as mentioned in the Key Information section in the form of Bank Guarantee or Deposit along with Technical Bid. Offers made without the Bid Security (EMD) will be rejected.
c. The EMD will be refunded to the unsuccessful bidders only after completion of the bid process. No interest will be payable on the Bid Security amount.
d. The Bid security amount will be forfeited if the selected bidder refuses to accept assignment or having accepted the assignment, fails to carry out his obligations mentioned therein.

2.8. Transport and Insurance Costs

a. The commercial bid will be inclusive of transportation to locations specified in the Tender, insurance till installation, supervision of commissioning, and acceptance.
b. Any delay in installation of the hardware for whatsoever reason should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation, commissioning and acceptance of the Hardware by the bank.

2.9. Software drivers & manuals

a. All software and required drivers of the Solution/appliances/Servers are to be delivered along with the appliance/Server.

2.10. Fixed Price

a. The rates quoted by the bidders in the Commercial Bid are inclusive of taxes prevailing at the time of submission of bid. Bank will pay the taxes on actual on production of necessary documents by the bidder to the Bank.
b. The prices indicated in the Commercial Bid should address all requirements in the technical bill of material. No other cost apart from that mentioned in the final commercial bill of material shall be considered.
c. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
d. 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 the Bank, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
b. If any bidder fails to quote or kept 'blank' against any of the services or line item in the Commercial Bid sought by the Bank, it will be presumed by the Bank, that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later. Such solution/ services has to be provided to the Bank without any extra cost along with all other solution/ services. However, for the purpose of evaluation the highest value quoted for such line item(s) by any of the bidders will be taken into consideration.
e. The Price offer shall be on a fixed price basis. The rate quoted by the Bidder should necessarily include the following:

   i. Cost of all the equipment, solution, service, software, licenses for complete Centralized Trade Finance Solution and Customer Web reporting portal.
   ii. Warranty for First Three (3) years & AMC for next two (2) years of Hardware being supplied and Licensing cost of Procuring the software. Software Technical support along with product updates/ upgrades for the next four (4) years.
   iii. Transportation cost, forwarding charges and freight charges to the delivery/ implementation site.
   iv. Comprehensive Insurance covering equipment for the transit period till the installation, commissioning, and acceptance of equipment by the Bank.

f. Terms of payment as indicated in the RFP will be final and binding on the Bidder and no interest will be payable by the Bank under any circumstances.

2.11. Performance Guarantee

a. The selected Bidder will require to provide a Performance Bank Guarantee, within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 3% of the total contract value with validity of 66 months (or extended period, if any). The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due. In case the selected Bidder fails to submit performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

b. Until the Performance Guarantee is provided, the validity of Bid Security shall continue.

2.12. Vicarious Liability

a. The bidder is responsible for managing the activities of its personnel or the personnel of its consortium partners and will be accountable for both.

b. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank.

c. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.

d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the BIDDER, for any assignment under the purchase contract to be issued for this tender.

e. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of BIDDER shall be paid by BIDDER alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of bidder's employee, agents, contractors, and subcontractors.

f. The bidder agrees to hold the Bank, their successors, Assigns and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

2.13. Delivery, Installation, Commissioning and Completeness

a. The Bidder shall be responsible for delivery, installation, integration, customization, commissioning, and completeness of the solutions as mentioned in the Scope of the RFP.

b. If the Bidder fails to deliver, install and/ or supervise commissioning the solutions within the stipulated timelines as defined in the section Project Timelines of this RFP, it shall be considered as a breach of contract. In such cases, Penalties shall be charged as per the terms of this RFP.

c. The project shall be considered as completed only after commissioning of the solutions in scope with full-fledged features mentioned in the Scope of Work/ Technical Requirements.

d. The necessary customization, integration, policy/ rules development and configuration, report generation, for all solutions in scope have to be completed.

2.14. Payment Terms

a. No advance payment will be made.
b. The Successful Bidder shall be solely liable for the payment of all the past, present and future taxes i.e. GST (CGST/SGST/IGST), fines and penalties by whatever name called, as may become due and payable in relation to the Services.
c. The Bank shall have the right to withhold any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
d. Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
e. Charges shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties, inter-connect charges or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank suo motto.
f. Any new requirement due to regulatory or compliance need, resulting change request / enhancement need to be provided free of cost during implement as well after go live during contract period.
g. Additional Training Cost: 100% of the additional training cost would be paid on completion of training. The decision for additional training would be taken by the bank and would be discussed with the selected Bidder.
h. In case of receiving of hardware to the area where permit is required for transportation of goods, it is the responsibility of the bidder to arrange for the same in advance without any extra cost to the bank.
i. All taxes to be paid will be subject to GST applicability. TDS will be applicable.
j. The payment terms for the project are as follows:

I. Payment Terms for Hardware, other Infrastructure components and Operating Systems

Sr. No.	Project Milestones	Percentage of Payment
	Data Centre (DC)	
1.	After Delivery of complete hardware upon submission of Bill of material verification reports signed by bank	25
2.	After installation of complete hardware upon submission of installation reports signed by bank	35
3.	On completion of configuration as per application requirement and accepted by application team	25
4.	On UAT sign off	15
	Total	100
	Disaster Recovery Centre (DRC)	
1.	After Delivery of complete hardware upon submission of Bill of material verification reports signed by bank	25
2.	After installation of complete hardware upon submission of installation reports signed by bank	35
3.	On completion of configuration as per application requirement and accepted by application team	25
4.	On UAT sign off	15
	Total	100

II. **Payment Terms for Centralized Trade Finance Software including Customer Web Portal**

Sr. No.	Project Milestones	Percentage of Payment
1.	On successful completion of Current State Assessment, Gap Analysis (including data gap analysis) and Software Requirement Specifications (SRS) Sign-off, completion of Customization, Configuration, Parameterization, Documentation and Sign-off (including of Bank's Models), on Completion of Interface Building / Documentation and Sign-off.	20
2.	On successful Completion of Data Extraction, Validation, Data Migration, Reconciliation, end to end UAT, Documentation and Sign-off.	20
3.	On successful Completion of Sample Roll-out and Trainings, Documentation and Sign-off, on Completion of Migration from UAT to Production, Documentation and Sign-off	30
4.	After 9 months from the date of successful implementation (i.e. on Sign-off of Project Implementation and Production Migration).	15
5.	After Completion of warranty period or against Bank Guarantee of equivalent amount valid for the entire warranty period.	15
	Total	**100**

III. **Payment Terms for Environmental Software except RDBMS(ORACLE)**

Sr. No.	Project Milestones	Percentage of Payment
1.	On successful implementation of the respective software and on providing all the required manuals, data libraries, data dictionaries, and data upload templates, reporting template, UAT Scenarios and any other documents required under this RFP.	20
2.	Amount for application licenses Successful completion of Current State Assessment, Gap Analysis (including data gap analysis), Systems Requirement Specifications (SRS) Sign-off, Customization, Configuration, Parameterization, Documentation and Sign-off (including of Bank's Models), on Completion of Interface Building / Documentation and Sign-off	20
3.	Application licenses on Successful Completion of Data Extraction, Validation, Data Migration, Reconciliation, Documentation and Sign-off, on Successful Completion of end-to-end UAT, Documentation and Sign-off.	30
4.	Amount after 9 months from the date of successful implementation (i.e. on Sign-off of Project Implementation and Production Migration)	15
5.	The Balance cost after completion of warranty period or against Bank Guarantee of equivalent amount valid for the entire warranty period.	15
	Total	**100**

VI. Payment Terms for Implementation Cost

Sr. No.	Project Milestones	Percentage of Payment
1.	On successful completion of Current State Assessment, Gap Analysis (including data gap analysis) and Systems Requirement Specifications (SRS) Sign-off, On completion of Customization, Configuration, Parameterization, Documentation and Sign-off (including of Bank's Models). On Completion of Interface Building/ Documentation and Sign-off, On Completion of Data Extraction, Validation, Data Migration, Reconciliation, Documentation and Signoff	35
2.	On successful Completion of end-to-end UAT, Documentation and Sign-off, On Completion of Sample Roll-out and Trainings, Documentation and Sign-off, On Completion of Migration to Production, Documentation and Sign-off	35
3.	After 9 months from the date of successful implementation (i.e. on Sign-off of Project Implementation and Production Migration).	15
4.	After Completion of warranty period or against Bank Guarantee of equivalent amount valid for the entire warranty period	15
	Total	**100**

The payments as per the Payment Schedule covered shall be paid by Head office Foreign Exchange Management Department, Invoices will get generated after signoff of each line item.

2.15. Implementation Schedule

The Project to be completed within 9 months in two phases (mentioned below) from the date of submission of "Project Time Plan" by the selected bidder. The "Project Time Plan" must be submitted by the bidder within two weeks of issuing of purchase order or letter of intent by the bank.

Phase	Activity to be Completed	To be completed by
I	In all AD Branches – International Trade finance Operations	Within 6 months from the date of submission of Project Time Plan
II	In all Branches – International and Domestic Trade finance operations along with Customer web portal	Within 9 months from the date of submission of Project Time Plan

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

Sr. No.	Activity	Time Period for Completion
1.	Execution of SLA, TSP team on boarding, review of existing systems, proposed architecture and submission of project time plan.	PO / LOI Date + 2 weeks
2.	Supply and delivery of Software, licenses and Hardware at DC & DR	Within One month from submission of project time plan.

| 3. | Installation, configuration and implementation of complete Solution by OEM along with security clearance along with successful integration of CTF with all the mandatory delivery channels/ products including UAT Testing | Within Nine month from submission of project time plan. |
| 4. | OEM training | Training to be completed within 1 week from the date of request for training from PSB |

2.16. Upgrades and Updates

The bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during warranty and AMC/ ATS period. If however, the upgrades are not available during the implementation period then the support for the implemented solution should be available at any point of time free of cost. In case if effort for implementing upgrade / any specific changes related to banks in the system is on higher side, then cost for implementation, upgrade/change request will be discussed with bank mutually.

2.17. Contract Cancellation

I. The Bank reserves the right to cancel the contract and invoke the Performance Bank Guarantee in the event of happening of one or more of the following Conditions solely attributable to the vendor:
   a. Failure of the successful bidder to accept the contract/ LOI and furnish the Performance Guarantee within 15 days of receipt of purchase contract.
   b. Delay in delivery beyond the specified period.
   c. Delay in completing installation, implementation, integration, and acceptance tests/ checks beyond the specified period.
   d. Delay in project sign off beyond specified time.

ii. In addition to the cancellation of purchase contract, the Bank reserves the right to appropriate the damages through encashment of Bid Security/ Performance Guarantee or security given by the Bidder.

2.18. Indemnity

a) Bidder should ensure that the hardware/Solution delivered to the Bank are licensed and legally obtained with the valid documentation made available to the Bank.
b) Bidder should ensure that the hardware delivered to the Bank including all components and attachments are brand new.
c) Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under the Copy Rights Act, 1957 or IT Act 2000 and its subsequent amendments in respect of all the hardware, software and network equipment or other systems supplied by them to the Banks from whatsoever source.
d) The Bidder shall, at their own cost and expenses, defend and indemnify the Bank against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights,

arising from use of the Products or any part thereof in India.

e) The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

f) The Bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which the Bank may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.

g) The bidder shall always keep indemnified and hold the Bank harmless from and against any and all damages, losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank by a third party as a result of non-compliance with Laws in force default in obtaining consents, permissions, approvals, licenses, etc as may be necessary or required for this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines.

h) In the event of third-party software products being incorporated in or forming part of the Solution, either as its main engine or under a run-time or other subsidiary license, the bidder(s) shall warrant that the software has been procured by the bidder(s) under valid licenses from the relevant intellectual property right owners of such software.

The bidder(s) further warrants that they possess a legal right to use the software under such licenses, in terms set out under any relevant license or sub-license agreement. The bidder(s) will indemnify the Bank for any and all costs that may arise out of the use of software, in which it is alleged that any rights of the owners of such software have been infringed.

2.19. Manufacturer's Authorization Form

a. The Bidder should furnish a letter from Original Equipment Manufacturer (OEM) authorizing the bidder to quote for OEM's Solutions in response to the RFP.

b. The said letter should also offer to extend the required warranty from the OEM in respect to the items stipulated in the tender for contract period. The Pro-forma of the letter is given in Annexure 22

c. In case the Software solution OEM is participating through system integrator, the OEM can bid through maximum two system integrator. In case of multiple bid of same software OEM through different system integrator, the bids of such OEM's will not be considered.

d. The MAF once submitted cannot be withdrawn/amended.

2.20. Publicity

a. Any publicity by the Bidder in which the name of the Bank is to be associated should not be carried out without the explicit written approval of the Bank.

b. In case the Bidder desires to show any of the services to their customers at Bank's sites, prior approval of the Bank will have to be obtained by them.

2.21. Confidentiality of Banks data

a. Bidder agrees that all information gathered during the course of RFP or contract from the Bank including oral enquiries, letters, documents, emails, presentations,

interactions, technical documentation and other information are confidential information of the Bank. Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases Bank may pre-maturely terminate the contract and initiate any legal action as deemed fit.

b. The Bidder will treat as confidential all data and information about the Bank obtained in the process of execution of their responsibilities, in strict confidence, and will not reveal such information to any other party without the written approval of the Bank.

2.22. Force Majeure

a. The Bidder shall not be liable to the Bank if, and to the extent, that the undertaking or performance of any of its activities, duties, obligations or functions under the Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the Bidder's control which is not involving the Bidder's fault and negligence.

b. Such event may include acts of god or public enemy, acts of Government of India in their sovereign capacity and acts of war.

c. The Bidder claiming an event of force majeure shall promptly notify the bank within fifteen calendar days in writing of such delay or failure in performance, the reasons there of, the expected duration thereof and its anticipated effect and also keep the Bank informed of the further developments.

d. The Bidder shall use its best efforts to remedy such a cause of non-performance.

e. Unless otherwise directed by the bank in writing, the Bidder affected by force majeure shall continue to perform the obligations under this agreement, which are not affected by the force majeure event and shall take such steps as are reasonably necessary to remove the causes resulting in force majeure and to mitigate the effect thereof.

f. As soon as the cause of force majeure has been removed, the Bidder shall notify the Bank and resume the affected activity without delay.

Notwithstanding the above, the decision of the bank shall be final and binding on the Bidder in the event of force majeure.

2.23. Amendments/ Supplements to Bidding Documents and Right to alter Quantities

a. The Bank reserves the right to alter the quantities specified in the tender and to delete/substitute items/add from the ones specified in the tender.

b. At any time prior to the deadline for submission of bids, the bank may, for any reason, modify the RFP Document by amendments/ corrigendum at the sole discretion of the bank. All amendments/ corrigendum will be in writing and shall be posted on Bank's website. In order to provide, prospective bidders, reasonable time to take the amendment into account in preparing their bid, the bank may, at its discretion, extend the deadline for submission of bids.

2.24. Technical Inspection and Performance Evaluation

Bank may choose to carry out a technical inspection and performance evaluation of the solutions by the third party.

2.25. Contract Period, Review and Extension of the Agreement

a. The initial contract shall be for (05) five years (unless terminated by the Bank before

that date). Effective date of contract will be from the date of acceptance of Purchase order.

b. The bank reserves the right to review the performance of the bidder, which shall be reviewed after every year and the bank reserves the right to terminate the contract at any point of time after giving 3 months' notice without assigning any reasons.

c. After expiry of the contract period of five (05) years, Bank may further extend the contract for a period at mutually agreed terms & conditions, subject to satisfactory performance of successful bidder.

2.26. Mean Time between Failures (MTBF)

a. If during warranty and AMC period, any equipment has a hardware failure on three or more occasions in a period of less than three months or five times in a period of less than twelve months, it shall be replaced by equivalent or higher-level new equipment by the Bidder at no cost to the Bank.

b. However, if the new equipment supplied is priced lower than the price at which the original item was supplied, the differential cost should be refunded to the Bank.

c. Non adherence to the above stipulations will entail in levy of penalty as SLA section of this RFP

2.27. General Instructions

a. Bank is looking for well-proven solutions, which are being used in Banking and Financial environment. The capabilities, operating characteristics and other technical details on architecture of the hardware items offered should be furnished together with product brochures, literature and technical specifications etc.

b. The technical literature explaining the special features of the solution being offered should be furnished.

c. If the detail of solution offered by the Bidder is available on any website, the address thereof should be indicated. The review details of the product/solution by third party industry survey agencies like Gartner, Frost & Sullivan, IDC and Forrester should also be provided.

d. The Bidder shall be responsible for extending the validity date and claim period of all the bank guarantees as and when it is due on account of incompletion of work under guarantees.

e. Bank shall invoke the guarantee before expiry of validity if work is not completed and the guarantee is not extended, accordingly.

f. In case of non-submission or partial submission of details sought in this tender, the Bank reserves their right not to evaluate the offer.

g. The technical Bid must be submitted in an organized and structured manner. No brochures / leaflets etc. should be submitted in loose form. Point wise explanation is to be provided in the column Remarks/explanation. Supporting documents shall be labeled properly and reference of the same is to be provided under Remarks column.

h. Each page of the tender document issued by the Bank shall be signed and returned by the Bidder.

i. Bank reserves the right to disqualify any or all Bidders either on the basis of their responses to all or some of the response sheets or even any part thereof without assigning any reasons whatsoever

j. Bank reserves the right to issue amendments, seek any details / clarifications from the bidders at any stage of the RFP.

k. It is absolutely essential for the bidders to quote the lowest price at the time of making

the offer in their own interest. No Bidder shall contact the Bank on any matter relating to its offer from the time of offer opening to the time the Contract is awarded. Any effort by a bidder to influence the Bank in its decision on offer evaluation, comparison or contract award decisions may result in the rejection of the Bidder's offer.

2.28. Warranty/ AMC

A. Hardware:

The offer must include a minimum comprehensive on-site free warranty of 3 years from the date of installation and acceptance of the solution by the Bank including all parts and labour. No parts, accessories of the systems should be excluded from such warranty.
Also, the offer includes AMC of 2 years from expiry of the warranty period. During the AMC period, the services rendered by the bidder should be the same as those extended during the Warranty period.

All the hardware to be delivered for the Centralized Trade Finance and Customer Web Portal Project should be sized at 60% CPU and RAM peak utilization.

B. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

C. Data Centre/Disaster Recovery Centre

Successful Vendor shall:-
   a. suitably and adequately trained the Banks or its designees' team for fully and effectively manning, operating and maintaining the DC/DR along with adequate documentation thereof ,
   b. provide all the system, database, network passwords in a sealed envelope and also provide the documentation of the operational knowledge,
   c. jointly manage the Data Centre with the Bank or its designee's team for a reasonable period of time ,
   d. assist the Bank in relocation of DC/DR facility, if desired by the Bank ,
   e. design the solution with high availability & secure infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

D. Disaster Recovery

The solution must support Disaster Recovery plans as follows:

   a. Allow fail over to DR Site Provide architecture and design for Disaster Recovery.
   b. Disaster Recovery design to support that "No transactions are lost".
   c. SI must detail out any licensing information related to Disaster Recovery design.
   d. Peak: The peak utilization of the components mentioned above should not cross 70% of its installed / activated performance parameters even at peak load for the

entire contract period.

E. Software

The Trade Software and Web Portal solution must be of perpetual license type without any restriction on number of users & customers.

All software updates/upgrades during the period of contract have to be provided at no cost to the Bank. All technical support issues related to software like bugs, problems with the product software causing the service disruptions have to be attended as per the SLA terms mentioned in this RFP. It is responsibility of the bidder/ OEM that the software solution shall function at satisfactory level during the period of contract.

All software supplied will carry warranty including Patches and software/solution generic updates and upgrades for 5 years. In case if effort for implementing upgrade / any specific changes related to banks in the system is on higher side, then cost for implementation, upgrade/change request will be discussed with bank mutually.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender.
Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty and AMC period.

During the warranty period of contract bidder shall maintain the systems and repair/replace at the installed site, at no charge to the Bank, all defective components that are brought to the Bidder's notice.

The Bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for performance once in a calendar quarter and should maintain proper records of the same.
As far as possible, the equipment should be repaired at site and where the equipment is taken for repairs outside the Bank, a substitute of the similar or higher configuration/ capacity equipment should be provided and data should be transferred to the substitute machine besides creating back-up.
The selected bidder shall deploy latest version of all software/ hardware/ licenses/ solutions/ devices for the CTF Project.
The selected bidder shall be liable for not meeting security standards and/or cyber security aspect for CTF Project

2.29. Resolution of Disputes

a. The Purchaser (Bank) and the supplier (Bidder) shall make every effort to resolve amicably, by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
b. If after thirty days from the commencement of such informal negotiations, the Bank and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
c. Such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of 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.

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

e. The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement.

The laws applicable to this contract shall be the laws in force in New Delhi, India. The contract shall be governed by and interpreted in accordance with Indian law. The award will be recorded in writing, along with the reasons therefor. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

f. Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the selected bidder shall be withheld on account of the ongoing proceedings, if any, unless it is e subject matter or one of the subject matter thereof.

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.

2.30. Jurisdiction & Governing Laws

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

2.31. 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.

2.32. 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.

2.33. Confidentiality

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

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

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

d. Physical as well as logical security of data to be ensured. This step should include having the employees assigned to Punjab & Sind Banks' work sign a 'Confidentiality Agreement'. The selected vendor(s) undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date. The Bidder shall sign a Non-Disclosure Agreement as per Annexure- 12.

2.34. Ownership and Retention of Documents

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

b. 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.

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

d. 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.

2.35. 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.

2.36. Compliance with Laws

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

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

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

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover direct damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

2.37. 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 Labour Legislation.

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

2.38. Contract Termination/ Order Cancellation

The Bank reserves the right to terminate the contract / cancel the order placed with a 3 month notice to 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 that has adverse impact on Bank.
b. The Bidder goes into liquidation, voluntarily or otherwise.
c. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed and maximum amount recoverable under liquidated damage is reached, it will be breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
d. If deductions of account of liquidated damages exceeds more than 10% of the total contract value (TCO).
e. In case the selected Bidder fails to deliver the services as stipulated in the 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.
f. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.
g. 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 bidder:
   ➢ 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.
   ➢ Serious discrepancy in the quality of services

h. The Bank reserve its right to terminate the contract in the event of change in bank policy/ administrative exigency after providing notice period of six months and payment of all outstanding dues of the services availed by the Bank.

2.39. Exit option and Reverse transition

a. The Bank reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the contract termination/Order Cancellation clause.
b. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank.
c. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to the Bank or to an alternative 3rd party/ vendor nominated by the Bank. Where the Bank elects to

transfer the responsibility for service delivery to a number of vendor's, Bank will nominate a service provider who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.

d. **Knowledge Transfer:** The bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by bidder's Intellectual Property Rights of this Agreement.

e. The parties shall return confidential information, Data and will sign off and acknowledge the return of such confidential information.

f. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.

g. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all requisite assistance and services for period of six months required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

h. The cost for reverse transition if any should be part of the commercial offer. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.

i. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

j. The Bank and the bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

k. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required in the event of the shifting of the site during the six month period of reverse transition.

l. The bidder shall handover the complete data to bank after termination of contract/expiry of contract.

2.40. Effects of Terminations

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

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

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

d. The Bank shall make such pro-rata payment for services rendered by the bidder and

accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible.

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

f. Upon cancellation of contract/completion of period of service, the bidder should handover the peaceful legal possession of all the assets provided and obtains discharge from the Bank. The Bank also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

2.41. Limitation of Liability

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

The total cumulative liability of Bidder arising from or relating to the Agreement shall not exceed TCO. The successful Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the successful Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then the successful Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the successful Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement (including on commercials) with the Bank, the successful Bidder shall take such actions as may be necessary to correct or remedy the failures or delays on mutually agreeable terms.

2.42. Bidder Employees' Verification

The selected bidder shall submit employee verification report to the Bank for all employees on-boarded onsite for the project. The bidder shall also submit the Non-disclosure Agreement (NDA) executed by the bidder with the resources on-boarded for the CTF Project.

2.43. OEM Recommendation for Hardware, Software, Licenses

The bidder shall submit an OEM recommendation letter confirming the sufficiency of all deliverables like hardware, software (including licenses), services, and other tools etc. supplied by the bidder for the project as per the scope of the RFP.

2.44. Security Certificate

The bidders shall submit security certificate of proposed solutions from OEM. In case SI is the bidder, OEM will submit the undertaking that in case of failure to implement the project/solution as per schedule.

2.45. Escrow Mechanism

The successful bidder shall deliver the source code of the final customized version of the CTF Solution under an Escrow arrangement to a mutually agreed escrow agent. In case of a disagreement between the Bank and successful bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the successful bidder. The Parties will also execute an Escrow agreement setting out the terms and conditions of the escrow arrangement which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. The complete costs of the escrow arrangement shall be borne by the Bank

CHAPTER 3 - SCOPE OF WORK

3.1 Project's Brief Scope

Bank is looking to implement the Centralized Trade Finance Solution including Customer Web Portal with an objective to bring end-to-end automation of trade finance operations under a paperless environment to eliminate manual process, provide Digital front-end for enhancing customer convenience by, reducing Turn-around-Time (TAT), automate compliances (internal, regulatory, credit checks, etc.), mitigate risk and improving Operational Efficiency.

The high-level functional component of the solution architecture is expected as under:

- ➢ Front End (Branches & Customer)
    - ✓ Trade Web Portal for Customers for Customer initiation / Self journey Trade
    - ✓ Web Portal for Bank Branch User for Branch initiation on behalf of Customer
- ➢ Mid-Office (CTF Cell) – Trade Web Portal for Bank Users for Assessment / Processing of the request of branches / customers.
- ➢ Back End - Trade Finance Module of CBS Finacle 10.x

Bank has implemented Finacle 10.x Core Banking System (CBS) platform for all of its branches. All the AD and Non-AD branches uses Trade Finance Module of Finacle 10.x CBS (as Back-end System) for their Trade Finance Business function. Currently, the entire process is initiated through Branches on behalf- of the Customer and there is no process for Customer self-journey.

The Centralized Trade Finance Solution including Customer Web Portal (CTF) is required to be integrated with existing Trade Finance Backend System i.e. Trade Finance Module of Finacle 10.x. The Bank will continue to use existing Trade Finance Module of Finacle 10.X as Back-end System for Trade Finance accounting and the proposed Trade Finance Platform is to be integrated so as to provide an end-to-end digitization & process automation. The platform should have in-built two-way communication mechanism (push and pull) with CBS and other application.

The proposed solution is to be implemented for all the branches, proposed Centralized Trade Finance (CTF) Cell, Zonal Office and Head Office, under a centrally hosted environment at Data Centre in Mumbai, India and the implementation will be as per the local, regulatory & statutory requirement of respective Centre and to comply with international standard norms as applicable. The Centralized trade finance cell will be located in Delhi.

3.2 Functional Requirement:

The proposed Trade Finance Automation Platform Software Solution is required to be hosted centrally at Bank's Data Centre. The solution should have following functionalities/features as part of the requirement but not limited to:

a. A Front-End Layer having Trade Web Portal for Customer & Branch user with paperless multi-channel initiation for generating request and a Trade Mid Office Layer

for Trade request scrutiny / assessment / fulfillment at the Bank side.

b. Trade Finance operations (International and Domestic) under a single platform with complete electronically driven workflow with underlying Document Management System.

c. Complete Life Cycle Management for each event and product of Trade Finance Business with an end-to-end paperless electronically driven workflow environment.

d. Automate compliance function and have capability for real time integration and screening of international and national sanctions list. The solution must have capability to validate Internal, regulatory checks, AML checks, screening of sanction country, port & vessel and credit checks.

e. Trade finance solution should able to pull the Customer Master and limit details from the CBS at the time of initiating the transactions.

f. The solution must provide the capability of document/file upload and transfer from customer portal, Branch offices and CTF Cell. Bidder should clearly indicate the size /type of document and scanning specifications for this facility, as also the bandwidth (Network Connectivity bandwidth) needed. It is expected that the bidder clearly specifies the file types supported and the estimated bandwidth requirement for a given file size.

g. The solution should have multifactor authentication features like digital signature / bio- metric / OTP based login. Transaction file upload should support facility for digital signature of document.

h. The solution should be able to print Punjab & Sind bank's respective Centre's logo on all reports generated (whether standard or customized)

i. The solution should allow user to provide specific instructions while submitting any request for processing.

j. The Solution should provide Online Help to guide corporate during input. The solution should provide option to save "incomplete" transaction to be retrieved for further input. It should also allow for a quick save without all the controls to be performed.

k. The Solution should also have the ability to enable the customer to copy the masters of its clients to another client. The data entered by customer should also get saved in draft if not submitted.

l. Advice printing for various transactions as per customer choice should also be enabled.

m. The solution should be capable of configuring the audit trial of each and every activity of users / admin module wise with the facility to enable / disable the log by admin for a particular activity.

n. The solution must enrich / enhance each document with additional meta-data fields to ensure end-to-end audit trail and tracking.

o. The solution should be able to provide the workflow and ability to create the new workflows

p. The solution and Customer web portal should have the capability for a user to view the entire up-to-date transactions status in real time along with all amendments, comments, audit trails, attachments, discrepancies etc.

q. The solution should generate intimation to Bank via SMS/email in case of any request by customer and vice-versa.

r. The Solution should have capability to monitor and report the status of transactions across Bank.

s. The Admin module of Solution should have the ability to support users/ groups / role definition and granting access rights to them and set password expiries

t. The solution should support multi-tier credit structure hierarchy. Limits may be set for Customers, Correspondent banks, at parent-level (for groups of customers/ banks) and for Country Risk.

u. The Solution should provide a capability to define whether a user has rights to only one client within the group or whether the user can access data for multiple clients within the group

v. The solution should have provision to handle/ upload documents with DMS (Document management System) and associated work flows.

w. There should be provision of forgot password, user id etc. and integration to reset the same through various channels including online portal, email, mobile, contact Centre etc. including password retrievals online and CAPTCHA authentication.

x. The Solution should have the capability to dynamically fetch client limit & other customer related parameters related information from CBS as part of transaction processing.

y. Transaction flow between various system must be in STP mode.

All the details functional requirements / specifications are stated in Annexure - 9

3.3 Technical Requirement:

Bank has Data Centre at Mumbai and DRC (Disaster Recovery Centre) site at Noida, Uttar Pradesh for various applications, including Core Banking System. Also, instances of surrounding applications e.g. SWIFT, AML are also hosted centrally at Data Centre and DR site. In the same line, the proposed Centralized Trade Finance Automation Platform Software Solution is to be centrally hosted at Bank's Data Centre as well as DR site. Bidder is required to provide perpetual Software License, as mentioned, undertake customization in Bank-end CBS System, implement, support under this engagement. Bank has specifically included the CBS Customization (i.e. API Development & integration) so as to ensure end-to-end implementation under this engagement. The high level, technical requirement includes but not limited to the following:

1. The solution is to be implemented under a separate instance (at each layer i.e. Web, Application, Database) to comply with regulation including data privacy rules/laws. The configuration is to be done as per availability cluster environment setup at DC/DR Sites to achieve 99.9% uptime SLA. The Cluster environment is to be built under each layer i.e. Web, Application & Database Layer so as to ensure high availability.
2. Hardware Infrastructure – Bidder to provide all Hardware Infrastructure i.e. Server, Storage space, Load Balancer etc. for the proposed solution.
3. Software – Bank will provide Oracle Database Software for all the instances for the respective Centre. It may be noted that the Database should be used as Oracle only as Bank has the Enterprise Agreement with Oracle. Bidder need not to factor this Software in their commercial proposal.
4. Other Associated Software - Bidder needs to factor other associated software license, if any, including Document Management Software license in their commercial as indicated in the commercial sheet. Bidder need to factor implementation & ATS cost accordingly in their commercial proposal.
5. As part of the technical solution, the Bidder must provide the complete IT infrastructure requirement details like Server, Operating System, Oracle Database, Storage Capacity and other related requirements. Bidder is required to submit the optimized Infrastructure sizing and ensure correct sizing for all the proposed environment i.e. DC (the Primary Site), DR (The Backup Site), UAT/SIT (at One of the site Primary / Backup).
6. The Bidder is required to design the Solution Architecture so as to optimize the Hardware requirement while ensuring the logical segregation of data for the respective country and time zone. As the implementation is a centrally hosted at Data Centre, the bidder is to ensure optimal sizing of Load Balancer requirement in both Layers i.e. DMZ & MZ so as to ensure Infrastructure requirements are optimized. Bidder needs to provide options of Load Balancer i.e. Hardware Appliance Load Balancer as well as Software Load Balancer along with technical justification towards both options which will enable Bank to take a suitable decision in this regard.
7. Bidder need to ensure (Vulnerability Assessment and Penetration Testing) VAPT Observations, if any, are complied with for both Application Software component Setup implemented at DMZ & MZ Layer.
8. As a part of proposed Hardware Sizing, Bidder needs to submit year wise capacity planning for the contract period of five years. Bank shall provide necessary input based on the request by the Bidder. Bidder needs to provide the template in this regard.
9. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank, the Bidder will at their cost carry out the necessary upgrades/ replacements. The Bank has the right to deduct/ recover from the Bidder, the required additional expenses which the Bank may incur on account of such upgrades/ replacements.
10. The Hardware sizing, along with Project Implementation Plan, is to be provided within two weeks of acceptance of PO. Any delay on part of the Bidder shall be treated as Delay in Delivery and factored accordingly under the non-compliance to the delivery schedule.
11. Bidder is to submit the solution architecture as a part of the Technical Proposal bid submission by means of diagrammatic/ pictorial representations. The Bidder should provide complete details of the hardware, software, DMS and network architecture of the solution offered along with performance matrix including the project plan for go live. Bidder should also provide security set-up proposed in the solution and various layers of risk identification and mitigation measures.
12. The solution is to be integrated with back-end CBS Finacle 10.x system.
13. Bank will enable Test and Development Environment for the necessary development. It

will be Bidder's responsibility for complete end-to-end integration of their proposed solution with Bank's existing Back-end System i.e. Trade Finance Module of Finacle CBS 10.x. Bidder need to factor all effort (customization, integration, implementation, post implementation support, if any) in this regard accordingly in their commercial proposal. Customization / API Development under Bank-end System i.e. CBS Finacle 10.x is to be undertaken for each CBS Instance of respective Centre.

14. Bidder is to ensure BCP Scenario (DC/DR Cutover & Cutback) for successful implementation of proposed solution at both data Centre and ensure data synchronization. Real-time replication will be undertaken at Database Level. Bidder need not factor any additional software for auto replication or auto failover.

15. The Onsite Resource is required to ensure Application Monitoring, Maintenance & support.

16. The Bidder shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades. However, there should not be any additional cost to the Bank for any software or hardware upgrade during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the Bidder.

17. If Bank desires to upgrade to higher version of Oracle Database or hardware, the Bidder shall be required to comply with banks requirement. The solution should support the Oracle Database and hardware version provided by Bank. Bank will take care of hardware and Oracle Database upgrade activity. The Bidder has to ensure that the application should be compatible with hardware and Oracle Database etc. without any additional cost.

18. The Application and Oracle Database architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)

19. The Bidder shall bear the cost of Integration of CTF solution with the all existing applications/API etc wherever required.

20. For every software including any third-party software before software/ service become operational, the Bidder must deliver to the Bank documents including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.

21. The Bidder should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all product components, list of all dependent/ external modules and list of all documents related to traceability of the product as and when applicable. The Bidder should also provide the MIS reports as per requirement of the Bank.

22. The Bidder must provide hand-holding support during roll-out of the Solution.

23. The Solution should have capability for supporting Cloud based processing if required by Bank In future.

24. The Bidder should provide ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The ATS for entire contract duration shall start from the date of go-live of Trade Finance Automation solution. ATS of 5 years will be considered for commercial evaluation.

25. The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, at par with Industry coding standards, performance & regulatory requirements of the Bank.

26. The Bidder should comply with the Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as which are not limited to as under:

> ➢ Responsibilities for data and application privacy and confidentiality
> ➢ Responsibilities on system and software access control and administration as per regulatory and SWIFT guidelines.
> ➢ Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Bidder
> ➢ Incident response and reporting procedures
> ➢ Password Policy of the Bank
> ➢ Data Encryption/Protection /CIMS requirement of the Bank
> ➢ Personally identifiable information (PII) – Encryption guidelines & standards. Bidder need to extend necessary support towards implementation of this requirement.
> ➢ General Data Protection Regulation (GDPR) – Application should be compliant towards GDPR guidelines and Bidder should extend necessary support towards implementation of this requirement in addition to incorporate Digital Data Protection and Privacy in terms of Digital Personal Data Protection Act 2023.
> ➢ Assessment of Third-Party Risk Management in compliance to IT Policy/Outsourcing policy of Bank.
> ➢ Security Standards (ISO 27001, ISO 22301, PCI-DSS etc.) as applicable is to be followed by vendor Network Security as per Regulatory and Swift guidelines.
> ➢ Endpoint Security as per Regulatory and Swift guidelines.
> ➢ Integration of all application and server with Bank's SOC devices for Security Monitoring and Logging.
> ➢ Closure of API sec. test/App sec/VAPT observation periodically/ as and when both.
> ➢ On Boarding of Application/Server etc. should be after closure of all Audit observations.
> ➢ Disaster Recovery and Business Continuity plan as per Bank's Policy
> ➢ Regulatory /statutory obligations as and when introduced.
> ➢ There should be separate environment for UAT, DEV and Production.
> ➢ DC and DR should be identical in all way.

27. All the patches/fixes, version upgrades of all the software components released by the Principal OSD (Original Software Developer) during the contract period should be provided. The Bidder should ensure implementation of all the patches/ fixes and version upgrades in the production environment to the latest version during the contract period.
28. The Bidder should provide on-site comprehensive warranty for the software solution & produce documentary evidence from software OEM/ OSD of having agreed to provide back-to-back warranty and technical support for its supplied products and related services on the terms agreed between the parties.
29. Open Source Software: Open source software should be supported in the proposed solution.
30. The solution should check/record/verify authentication of source of each transaction like user IDs, IP address, machine address etc. which is required for audit purpose.
31. The solution should have the capability of supporting security framework in terms of authentication, multi-level authorization, auto log-off, password control, single sign-on audit. The solution should allow administrators to implement access management in a granular manner.
32. The Bidder shall only install or use cryptographic modules based on authoritative standards and reputable protocols (Please refer to the Customer's Cryptographic Key Management Guidelines). The Service Provider shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords

and other sensitive data in networks and storage. The Bidder shall implement & support encryption when client account and transaction data is transmitted, transported, delivered or couriered to external parties or other locations.

33. The ATS support for the proposed Solution should include the following:

  - All version upgrades during the period of contract should be available to bank at no extra cost.
  - Program updates patches, fixes and critical security alerts as required.
  - Documentation updates.
  - 24*7*365 backend support for the proposed solution related malfunctions as defined in SLAs and ability to log requests online.

34. The solution integration testing will be followed by user acceptance testing, plan which has to be submitted by the Bidder to the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. The Bidder will be responsible for drafting UAT cases along with deployment of suitable and sufficient resources for the UAT.

All the detailed technical requirement / specifications are stated in Annexure – 10

3.4 Supply of infrastructure

Bidder is required to size, supply, design, commission and maintain hardware, OS, devices etc. as well as all software required for the proposed applications that should be as per the contract duration mentioned in RFP document for all environments, i.e. DC, DR, Test/Development/Training.

Bank already have Oracle Data base agreement (ULA) with Oracle and the proposed solution should be on Oracle Database only with latest version. Bank will provide the necessary Oracle License to the vendor. However installation, operation and day to day management of Database will be bidder's responsibility.

Details of Oracle ULA licenses:

SI No	Program Description	License Metric	Quantity
1	Oracle Database Enterprise Edition	Processor	Unlimited
2	Oracle Real Application Clusters	Processor	Unlimited
3	Oracle Partitioning	Processor	Unlimited
4	Oracle Diagnostics pack	Processor	Unlimited
5	Oracle Tuning pack	Processor	Unlimited
6	Oracle Weblogic Suite	Processor	Unlimited
7	Oracle Advanced Security	Processor	Unlimited
8	Oracle Data Masking and subsetting pack	Processor	Unlimited
9	Oracle Advanced Data Guard	Processor	Unlimited

The Bidder shall confirm/ certify that the hardware offered by them for Solution should be adequate to fulfil Bank' requirement as defined in the RFP. Bidder will provide detailed tabular description of all the supplied infrastructure. Wherever applicable, the bidder should also get the confirmation from the Solution's OEM vendors regarding hardware sizing

proposed.

Bidder should consider high availability (active-active) architecture at primary DC and DR.

1. All the servers proposed shall have dual power supplies. In case of failure of one power supply, the second power supply should be able to take the full load without causing any disruption of services. Bidder should propose infrastructure with requisite and adequate redundancy. Bidder need to Provide Storage as per their sizing for DC, DR and UAT/ Training environment. Bidder has to consider redundancy at hardware level. No production component should be single point of failure .UAT environment has to be provided at DC only.

2. Backup, archiving and restoration will also be responsibility of the Bidder hence Bidder should include the backup solution (either inbuilt or third party tool) in their proposal. Bidder has to consider at least weekly full backup and daily incremental backup of data with a long term retention of 7 years. However Bidder has freedom to propose the backup approach with better RTO and RPO. Also in future, if any guidelines received from RBI, Finance Ministry or any other controlling authority for changes in data backup then bidder has to implement it without any additional cost, hence bidder is required to consider the same in their proposal.

3. All hardware and system software components required for the project, must be included in the bill of Material of the Bidder. In case, Bidder fails to do so, and the project demands additional components at a later stage, then Bidder will have to provide additional components at no additional cost to the bank.

4. Hardware sizing should confirm to functional and technical requirements, transaction volume, Service Levels as defined in the RFP and regulatory & statutory directions. In the event that the proposed sizing is not able to meet the performance standards specified in the RFP, at the time of go live, the successful bidder will be required to augment/ upgrade the hardware & software components in the solution to ensure that the performance requirements are met. The additional hardware equipment & software shall be provided by the successful bidder at no extra cost to Bank. The bidder should consider security requirements such as biometrics to ensure improved security. The bidder is required to factor in facility management for IT Infrastructure at DC & DRC during the tenure of the contract.

Successful Bidder should also take adequate care for using Hardware/Software that will not become End of Support /End of Life during the period of Contract.

If the make and model proposed by Bidder do not comply with functional and technical specification for Infrastructure, Bidder would be deemed to not meeting the functional and technical requirements. Hence, may be disqualified during technical bid evaluation, at the discretion of the bank.

The proposed solution should maintain Audit Logs of all user activities including User ID, Date, Time, IP Address, Terminal ID, Locations, etc.

All Error messages must be logged. It should be possible to look up online (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action. Error messages

or events of a certain severity level should be immediately notified to the System Administrator's Group and actual user.
System should provide auditable management of User-ids, access rights and passwords, login activities etc.

Maintenance of a secure, auditable log of access to the system, identifying user-Id, date, time, functions accessed, and operations performed etc.
A separate Login/ Role/ user type is required for Auditors who can view all the parameters/ test cases/ pending reports/ and perform complete Audit/ reporting through the user. Though the audit user would have view permission only.

The bidder would provide updates, patches, bug fixes, version upgrades for the entire Solution/ infrastructure.

The Bidder should provide the latest version of the Solution. The bidder will replace the out -of-support, out-of-service, end-of-life, undersized infrastructure elements at no extra cost to the bank during the entire contact period. (Replacement to be done before due of date.

The Bidder would be responsible for installation, testing, commissioning, configuring, integration, warranty and maintenance of the system.

VAPT audit has been performed by Bank for all applications so vendor will be responsible for closing all the vulnerabilities found in application or devices.

Bank performs quarterly DC-DR drills where application are moved to DR site so vendor has to participate in the drills (if asked to do so by Bank).

Sizing of Hardware: The bidder shall submit an OEM recommendation letter (along with bid) confirming the sufficiency/ sizing of all deliverables like- hardware, software (including licenses), services, and other tools etc. supplied by the bidder for the project as per the scope of the RFP. Hardware intended to be sized by the bidder for porting the Solution should be able to process the peak level transactions projected at the end of 5th year at any point of time seamlessly and adhere to the hardware utilization parameters mentioned in this document. The bidder as part of the bid should submit the sizing certificate of the Solution on the bid hardware for the proposed Application from OEM.

Bidder shall give an undertaking on letter head confirming that the proposed solution/ hardware/ software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done).

- All proposed servers and storage should have at least SSD drives or higher (e.g.: NVMe) for production workload.
- Servers should have at least dual core latest generation Intel Gold or AMD EPYC processors or with higher specification.
- RAM should be at least DDR4 or higher.
- Web, App and Database layer should be hosted on separate server (either physical or virtual).
- By HA (High availability) means there should be at least 2 or more nodes of any instance at each location. (i.e.: 2 servers in Active-Active or active-passive mode for production database server).

- DMZ servers (if any) should be on separate physical node. (MZ and DMZ servers cannot be hosted on same physical machine).
- Bidder need not to supply management switch or TOR switch.
- Bank has Cisco ACI solution for networking hence the devices will be connected on Leaf switch of ACI so Bidder has to provide compatible SFP at devices end for connection to Leaf switches (Preferably 10G fibre).
- No freeware is allowed in Bank. Open source software's allowed with valid subscription/ support agreements.

Delivery, Installation and maintenance:

1. Bidder is responsible for supply and delivery, transportation, transit insurance, installation and implementation of IT infrastructure at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
2. Bidder is required to factor the extended transit insurance till the acceptance of the equipment(s) / component(s) by the bank.
3. Any delay in installation of hardware for reasons attributable to the Bidder should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation and acceptance of the hardware and other equipment by the Bank.
4. Bidder shall be responsible for installation and commissioning and other related activities such as unpacking, uncrating, inspection, stacking, racking, assembling etc.
5. During the installation, bidder shall check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / are damaged etc., Bidder shall take immediate steps and ensure all the items are delivered as per the BOM, so that the installation is not hampered or eventually delayed. Bidder shall have to arrange for all equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.
6. In case damage of the property owned / leased by the Bank during storage delivery and installation which is attributable to Bidder, Bidder has to replace the damaged property at it' own cost.
7. Bidder shall ensure compatibility of the hardware, software and other equipment that they supply with the hardware and software systems being used in the bank.
8. Bidder shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by bidder.
9. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, at regular intervals (Half Yearly Basis or as and when required) to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
10. Bidder is required to deploy qualified maintenance engineers who are familiar with the equipment shall perform all repairs and maintenance service described herein.
11. The Bidder shall maintain a record each event of failure and / or malfunction of the equipment. Bidder's engineer shall enter the details of the action taken in such register.
12. Additionally, every time a preventive or corrective maintenance is carried out, Bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. This register shall be validated with EMS automated event and incident capture mechanism.
13. Bidder shall provide interim replacement arrangement of equipment, if any equipment is required to be taken out of the premises for repairs.
14. Bidder is required to provide On-site resident Engineer support during the tenure of contract for monitoring, configuration, performance tuning etc. & the OEM support be made available at call during the tenure of the contract.

15. Bidder is required to migrate data from Bank's existing System(s) to newly implemented System(s) and cut over the Host Servers that access the data according to the agreed schedule in the Migration Plan.
16. Bank may conduct Audit of Data Migration Pre as well Post Migration prior to GO-Live.
17. Bidder is required to provide knowledge transfer to Bank throughout delivery of the Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's Target Systems(s).
18. Bidder is required to provide the complete documentation including technical, operations, user manual, etc. Following documents should be delivered by the bidder to the Bank including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, technical specification, system configuration documents, debugging / diagnostics documents etc. The hardware / software packages to be offered should be legally valid, licensed and with latest version along with the complete set of manuals along with the media.
19. Bidder has to integrate its devices with Bank's security and ITSM solutions.

3.5 Training & Documentation:

The Bidder shall organize for Training (familiarization) of Trade Finance Automation Platform Software Solution to the Bank's team as follows:

➢ Training to the Bank's Core Team is to be imparted before UAT as required by the Bank.
➢ Training of IT Team, support and Front Office Users to be provided by bidder as required by bank and training material to be provided.
➢ Bidder to provide separate User Operational manual (Functional & technical). Technical manual to include details of Implementation, Integration, customization, API's Troubleshooting, SOP (Standard Operating procedure)
➢ Also, module wise Job cards to be provided to all the trainees.
➢ The Bidder shall train officials on configuration, operation / functionalities, maintenance, support & administration for software / Middleware, application architecture and components, installation, troubleshooting processes of the Trade Origination Automation platform.
➢ The training to be carried out in phases or as required by bank.
➢ The training program may be split into 2 groups – Admin Training - (Functional & technical) and Technical - (Trainer level training). The bidders are requested to indicate the optimum number of days / hours required for both Technical and User level training programs through teams. The Bidder can use the infrastructure at the Bank for this purpose.

➢ Training to the IT team should include the system administration viz:

✓ User management (User Creations/ User Rights Creation and Modification)
✓ Management of Application software
✓ Report making and generation
✓ Security management
✓ Backup & Disaster Recovery Operations
✓ Troubleshooting etc.

- ➢ Training to the User Groups of various domains of the Bank's operations about:
  - ✓ Functionality available in the Module
  - ✓ Parameterization
  - ✓ Auditing Techniques
  - ✓ Report Generation etc.

Note: Bank reserves the right to modify/ change the scope of work at any phase of this contract.

3.6 **Contract Period:**

The initial contract shall be for (05) five years (unless terminated by the Bank before that date). Effective date of contract will be from the date of acceptance of Purchase order. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder. Any delay in implementation of Project beyond the timelines specified for whatsoever reason will lead to extension of Contract period to such extend without any extra cost/charge on the Bank.

CHAPTER 4 – SERVICE LEVEL AGREEMENT AND PENALTIES

The successful bidder shall be required to enter into a contract with Bank, within Two weeks from the date of PO/LOI or within such extended period, as may be specified by Bank.

4.1. Licensing Requirements

Bidder is responsible for meeting all licensing requirement on perpetual basis as part of service / solution.

4.2. Performance Requirements

Performance requirement of the project include but not limited to :-

➢ Response time for resolution of the issue reported: - Averages up port call back time – 15 minutes.
➢ Average Problem Resolution time – 120 minutes
➢ Application should support minimum 3000 transactions per day.
➢ Number of concurrent users – minimum 2500
➢ Response time: Static page–maximum 1 Second
➢ Form validation from backend–maximum 5 sec

4.3. Scalability Requirements

The bidder should produce a plan for a phased implementation across various branches. Flexibility to add new locations in India and abroad should be inbuilt. The solution must have the ability to interface with multiple back offices [CBS] of the Bank, if required.

The solution should not only automate the existing Trade Finance Processes in the Bank but also be able to provide functionality as per changing client needs. The solution must have single instance, multi entity capability. Also, a separate instance would be required where the DC and DR are local.

4.4. Penalties

4.4.1.   Penalties for Delay in Project Implementation

A. Delivery Of All Hardware And Software Components:

Any delay in delivery of Hardware and Software Components will attract penalty of 0.50% of product cost (mentioned in Table-A of Annexure - 15) of Commercial Bid per week (maximum of 10% of product cost) for late delivery from the Project Time Plan. If the delay exceeds 3 months then Bank reserves the right to cancel the order, blacklist the company and recover any payment made by invoking the PBG as penalty.

Besides downloadable form, the software should also be provided in Pen Drive/ CD/DVD/Hard Disk. In case of delayed delivery or incomplete delivery, the date of receipt of the complete and final components as per the project time plan shall be treated as delivery

date.

B. User Acceptance Test:

Installation, implementation, and integration of the Solution will also include User Acceptance Test of the offered solution by the Bank. The User Acceptance Test shall be carried out for the solution jointly by the representatives of the Bank and the Successful Bidder after the installation and integration is completed.

Penalty is also applicable in case of delay in implementation and integration of the solution with delivery channels/ products. 0.50% of the Integration Cost of Centralized Trade Finance and Customer Web Portal with mandatory channels/ products will be deducted as penalty per week for delaying in integration as per schedule, with a maximum of up to 10% of TCO.

C. For Delay In ATS / AMC:

Resolution of the problem is expected within 24 hours of escalation by the Bank as per the support matrix provided by the Bidder. Delay in providing resolution will attract penalty at 0.5% of the yearly ATS/ AMC Cost, per week subject to a maximum of 10% of the ATS/ AMC for the year. The bank reserves the right to terminate the contract after giving 30 days' notice, in case the support is not in compliance with the terms of this RFP.

4.4.2 Availability and Uptime (Solution Uptime)

Since installation of the proposed product would be a critical solution for our customer services and the Bank expects the product will have a high uptime **(of 99.95% computed on monthly basis)** and availability for branches and controlling offices to use the system during regular business hours and for performing regular maintenance activities at Primary Site or Secondary site. The bidder should ensure that any major issue or problem reported should be resolved at the earliest so that there is no operational issue faced by the bank. Any degradation from the agreed uptime shall invite penalties as detailed in the RFP.

The Bidder shall be liable for penalties for uptime maintained below 99.95% in a month. Penalties for downtime of application will be as per below mentioned table

Uptime is calculated by using the below formula:

Level of Uptime Per Month	Penalty Charges
99.95% and above	No Penalty
98% and above but below 99.95%	5% of total monthly payout
97% and above but below 98%	6% of total monthly payout
96% and above but below 97%	7% of total monthly payout
95% and above but below 96%	8% of total monthly payout
94% and above but below 95%	9% of total monthly payout
90% and above but below 94%	10% of total monthly payout
50% and above but below 90%	20% of total monthly payout
Below 50%	No payment

{(Total number of hours in the month — total number of hours of downtime in the month)/ Total number of hours in the month}* 100

Apart from above, if any financial/ reputational losses or damages are suffered to Bank due the selected bidder or its employees engaged directly or indirectly or due to the lapses of the System Security will be borne by the bidder into. Further, Bank will also impose the appropriate penalty on the bidder for such incidents.

Penalty is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment. No payment will be made for the instrument that is not processed.

➢ Bidder will provide on-site support for addressing Software/application/Hardware related issues. The new releases versions; bug fixes etc. for the system software will be supplied to the Bank at no extra charge, with necessary documentation.
➢ The Bidders should submit a list of support Centre addresses, contact person & the resolution/ response matrix for the locations.
➢ **Reports:** Reports of availability, performance, incident of End to End trade finance solutions if any, shall be submitted on monthly basis to Bank. Quarterly review shall be conducted for all Service Level requirements.

The successful bidder shall ensure that a minimum **99.95% uptime** will be maintained for all the proposed solution calculated on a monthly basis. Bank may recover such amount of penalties due to delay in service from any payment being released to the successful bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the successful bidder or from the retention money at the end of contract period.

The sum total of penalties will not exceed 10% of the Total Cost of Ownership (TCO) within the contract period. Thereafter, the contract / purchase order may be cancelled and

performance bank guarantee may be invoked.

4.4.3   Recovery of Penalty:

The penalty may be recovered from project cost/AMC/ATS/BG as per discretion of the Bank.

a. The Bank expects the Bidder to complete the scope of the project as mentioned in Scope of Work of this document and in details mentioned in Functional and Technical Specifications within the time frame specified in Project Timelines of this document.

b. Inability of the Successful Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty shall be 1 % of the value of the affected service or product per week or part thereof, of delay or non-compliance subject to an upper limit of 10% of value of affected services or product. Notwithstanding anything contained in this agreement overall cap for all penalties under this agreement shall be limited to the contract value of the agreement.

c. For example, if the Successful Bidder is not able to supply a server at DC or the supplied server requires some more parts for its functioning, then the penalty levied will be 1% of the cost of "That server" per week or part thereof, of delay.

d. Inability of the Bidder to provide services at the service levels defined would result in breach of contract and shall invoke the penalty clause as mentioned in Service Levels.

e. Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

f. If the maximum amount that may be levied by way of penalty shall exceed 10 % of the Total Contract value ,the Bank reserves the rights-either cancel the contract or to accept the performance subject to this Agreement.

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

h. The Bank plans to impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the any staff/contractor of the Successful Bidder.

i. The Bank shall implement all penalty clauses after giving due written notice to the Successful Bidder. If the Bidder/bidder fail to complete the due performance of the contract in accordance with the specification and conditions of the offer document, The Bank reserves the right either to cancel the order / agreement or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for nonperformance.

j. Penalties, if any shall be calculated for every month and will be deducted /adjusted in subsequent invoices from the bidder.

k. The right to invoke the penalty clause is in addition to and without prejudice to other right available to the Bank such as termination of contract, invocation of indemnity and recovery of amount paid etc.

4.5 Guarantees on Response Time to Errors (for Functional Issues/Operational Issues)

The Bank will classify all functional/operational errors in to three categories:

(I) Critical errors defined as the Errors that require/cause the Bank to shut down the production server or stop all services through the server and the application working is stopped immediately.

The Bidder undertakes and guarantees that all the Critical Errors will be resolved in the production environment within two hours of the Bank intimating the same through writing, telephone, mail or fax.

In case the Critical Errors are not resolved within the stipulated time as above, there shall be a penalty of Rs.10,000/- (Rupees Ten thousands only) per hour exceeding above said 2 hours resolution time apart from replacement of the respective hardware/software at bidder's own cost for solving the errors. In case the error is not resolved within 4 hours from the time of reporting of the error by the Bank, the bidder shall be liable to pay a penalty of 0.25% per day of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

(II) Medium Level Errors defined as those errors that are not the Critical Errors as defined above but cause great inconvenience or operational difficulties to the Bank.

The Bidder undertakes and guarantees that all the Medium Level Errors will be resolved in the production environment within one day of the Bank intimating the same through writing, telephone, mail or fax.

In case the Medium Level Errors are not resolved within the stipulated time as above, there will be a penalty of Rs. 50,000/- (Rupees Fifty thousand only) per day exceeding the above said one day resolution time apart from replacement of the respective hardware/software at the bidder's own cost for solving such errors. In case the error is not resolved within 4 days from the time of reporting of the error by the Bank, the bidder shall be liable to pay a penalty of 0.25% per day of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder.

(III) Low Level Errors defined as those other errors that are not the Critical errors or the Medium Level Errors as defined above.

The bidder undertakes and guarantees that all the Low Level Errors will be resolved in the production environment within seven days of the Bank intimating the same through writing, telephone, Mail or fax.

In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a penalty of Rs.1000/-(Rupees One thousands only) per day exceeding the above said seven days' resolution time apart from replacement of the respective hardware/software at the bidder's own cost for solving such errors. In case the error is not resolved within 10 days from the time of reporting of the error by the Bank, the bidder shall be liable to pay a penalty of 0.25% per day of the total value of the above said purchase order. Such penalty shall be adjusted as maintenance credit against the AMC payable by the Bank to the bidder

CHAPTER 5 – PROJECT TEAM STRUCTURE

All team resources included in both the implementation and operation of **"CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL"** should be on the payroll of bidder or OEM. OEMs shall provide on-site resources at each deployment location for solution during the implementation phase.

5.1. Implementation Phase

The bidder is required to deploy necessary resources at Bank locations for complete implementation of CTF Solution Including Customer Web Portal keeping in view meeting the Project Timelines.

5.2. Subcontracting

The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract.

5.3. Roles & Responsibilities

5.3.1 Vendor Team Lead
A Team Lead from the vendor shall be identified as the project lead responsibilities are outlined below:

- ➢ Primarily responsible for successful implementation of the project in bank.
- ➢ Act to remove critical project bottlenecks.
- ➢ Identification of working team members, project management office members and team leaders.
- ➢ Single point of contact for bank senior management.
- ➢ Report on progress to bank.
- ➢ Customize device/ solutions as per requirements.

5.3.2 OEM Team
OEM shall provide on-site resources at each deployment location for their solution during the implementation phase for:
- ➢ Validation of solution design and architecture
- ➢ Continuous monitoring of implementation at each location.
- ➢ Provide support to working teams.
- ➢ Ensure customization is in line with RFP requirements.

5.4. Operations Phase
Bidders need to provide approximate number of on-site resources in order to meet the service level agreements mentioned in this RFP. Bidders should mention number of resources required for managing the CTF Solution Including Customer Web Portal.

The cost of the resources as provided in the Final commercial bill of materials shall be considered as fixed for the term of the project and the bank may procure additional resources at the cost.

CHAPTER 6 – PROJECT TIMELINES

6.1. Delivery of all Hardware and Software Components:

The final "Project Time Plan" must be submitted by the bidder within two weeks of issuing of purchase order or letter of intent by the bank. The complete solution (including hardware and software etc.) should be supplied as per payment terms mentioned in 2.14 (j)

The final "Project Time Plan" should also contain the timelines for integration of the **"CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL"** with all the mandatory delivery channels/ products as mentioned in the scope of the RFP.

6.2. Implementation Period:

Complete installation and configuration etc. of the hardware and solution in live environment (DC and DR) as per the RFP terms and successful integration (UAT and sign-off) of CTF Project with all the mandatory / optional delivery channels/ products Implementation within 9 months in two phases (mentioned below) from the date of submission of "Project Time Plan" by the selected bidder. However, the final "Project Time Plan" must be submitted by the bidder within two weeks of issuing of purchase order or letter of intent by the bank.

Phase	Activity to be Completed	To be completed by
I	In all AD Branches – International Trade finance Operations	Within 6 months from the date of submission of Project Time Plan
II	In all Branches – International and Domestic Trade finance operations along with Customer web portal	Within 9 months from the date of submission of Project Time Plan

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

Sr. No.	Activity	Time Period for Completion
1.	Execution of SLA, TSP team on boarding, review of existing systems, proposed architecture and submission of project time plan.	PO / LOI Date + 2 weeks
2.	Supply and delivery of Software, licenses and Hardware at DC & DR	Within One month from submission of project time plan.
3.	Installation, configuration and implementation of complete Solution by OEM along with security clearance along with successful integration of CTF with all the mandatory delivery channels/ products including UAT Testing	Within Nine month from submission of project time plan.
4.	OEM training	Training to be completed within 1 week from the date of request for training from PSB

6.3. Training:

The training to the Bank officials has to be provided during the Implementation Period by the selected bidder. The duration of the training shall be mutually decided by the Bank and the selected bidder. The cost of training will be borne by the successful selected bidder.

CHAPTER 7 – EVALUATION METHODOLOGY

The Bids of only those Bidders satisfying the Minimum Eligibility Criteria as per Annexure 2 will be evaluated. The Bank will open the technical bids on the stipulated day in the presence of authorized representatives of the bidders. The technical bids will be opened first and evaluated for technical requirements as per the stipulations. The Evaluation process will be as under:

7.1 Functional and Technical Evaluation

 a. Functional Requirements / specifications as per Annexure - 9
 b. Technical Requirements / specifications as per Annexure - 10
 c. Functional and Technical Evaluation as per Annexure – 18

Minimum 70 marks out of 100 would be required by the bidder for qualifying in Technical Evaluation.

The technical evaluation will be conducted subject to:
 a. Acceptance to all terms and conditions of RFP
 b. Completeness of Bid as per RFP requirement
 c. Compliance to Minimum eligibility Criterion
 d. Acceptance to Scope of RFP

7.2 Commercial Evaluation

Only technically qualified bids as per above point no. 7.1 will be eligible for commercial bidding evaluation. The Marks of Commercial Evaluation will be given as per Annexure 19.

7.3 Overall Evaluation / Selection of successful bidder

Successful bidder will be selected on the basis of combined weighted Score, wherein Functional and Technical evaluation will have weightage of 80 % and Commercial Bid will have the weightage of 20% as per Annexure - 20. Bidder with highest score shall be recommended for award of the Contract.

SR NO	ANNEXURES	DESCRIPTION	ATTACHED WITH BID (Y/N)
		Annexure- Check List	
1	Annexure-1	Tender Covering Letter	
2	Annexure-2	Compliance To Minimum Eligibility Criteria	
3	Annexure-3	Bidder's Information	
4	Annexure-4	Submission of EMD In The Form Of Bank Guarantee	
5	Annexure-5	Acceptance Of Scope Of Work	
6	Annexure-6	Acceptance / Compliance Certificate	
7	Annexure-7	Sample Format Of Performance Guarantee	
8	Annexure-8	Pre-Bid Query Format	
9	Annexure-9	Functional Requirements/ Specifications	
10	Annexure-10	Technical Requirements/ Specifications	
11	Annexure-11	Sizing Requirements for Centralized Trade Finance Solution	
12	Annexure-12	Sample Non-Disclosure Agreement	
13	Annexure-13	Details Of Technical Support Centres	
14	Annexure-14	Undertaking Of Information Security	
15	Annexure-15	Commercial Bill Of Materials	
16	Annexure-16	Facility Management (FM) And Service Requirement	
17	Annexure-17	Integrity Pact	
18	Annexure-18	Parameters For Evaluation Of Technical Bid	
19	Annexure-19	Parameters For Evaluation Of Commercial Bid	
20	Annexure-20	Overall Evaluation / Selection Of Bidder	
21	Annexure-21	MAF From Hardware OEM	
22	Annexure-22	MAF (Manufacturer's Authorization Form) For Supply, Implementation, Integration, Management And Maintenance Of Centralized Trade Finance Solution Including Customer Web Portal	
23	Annexure-23	Make In India Certificate	
24	Annexure-24	Bid Declaration Certificate	
25	Format-1	Bidder's Undertaking Letter (Non-Blacklisting)	
26	Format-2	Sample Channel Partner/ Dealership/ Experience Letter From Software OEM	
27	Format-3	Confirmations Of Soft Copy	
28	Format-4	Compliance Statement	

Annexure – 1: Tender Covering Letter

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

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

Reg: Request for Proposal for "**SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL**." - 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 supply, implementation, integration, management and maintenance Centralized Trade Finance solution including customer web portal**.' in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.
In the event of our selection by the Bank for the captioned RFP, we will submit a Performance Guarantee for a sum equivalent to 3% of the total contract value with validity of 66 months (or extended period, if any) in favor of "Punjab & Sind Bank"

Further we agree to abide by the terms and conditions of this RFP and our offer shall remain valid for 180 days from the date of technical 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.

Date: _____

Place: _____
Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____

Seal of Company

Annexure – 2: Compliance to Minimum Eligibility Criteria

Sr No.	Eligibility Clauses	Minimum Documents Required (The bank can ask for additional documents to its satisfaction for the eligibility clauses mentioned below)	Y/N
1	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for last 5 years as on 31.03.2024.	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
2	The bidder has to provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	
3	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020 or any subsequent guidelines issued by (Govt./Regulatory authority from time to time.	CA/statutory auditor/cost auditor of the company to be submitted as per Annexure-21.	
4	Bidder should have successfully implemented Trade Finance Solution in at least one Scheduled Commercial bank with more than 1000 branches. It should also have experience of few active implementations & minimum experience of Two years in Project Implementation.	The bidder must submit the Purchase order/ Sign off/ Services Contract/ customer certificate clearly mentioning the services/ products. Satisfactory Performance Letter is also required from any one bank in which bidder has already implemented the Trade finance solution, concerned bank may use its own format for the purpose and should be duly signed by the	

		authorized representative of the Bank.	
5	The bidder or bidder's holding company should have average turnover of Rs. 20.00 crores in the last 3 financial year's i.e. 2021-22, 2022-23 & 2023-2024. The copies of audited financials with auditor's note to be submitted. This must be the individual company turnover and not of any group of companies.	Bidder has to submit Audited Financials for last 3 Years i.e. 2021-22, 2022-23 & 2023-2024 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
6	The bidder should have positive Net Worth as on 31/03/2024.	The bidder must produce a certificate from the Company's Chartered Accountant with UDIN to this effect.	
7	The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 03 (three) financial years.	Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.	
8	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021)	A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.	
9	The bidder/OEM should not be from a country which shares a land border with India unless the bidder/OEM is registered with the Competent Authority (as detailed in Office Memorandum-F.No.6/18/2019-PPD of Dept. of	A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated	

	Expenditure, Ministry of Finance). bidder/OEM from a country which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, have been registered with competent authority. We certify that we and our CSP fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted in Company's letter head.	
10	Proposed trade finance solution should be SWIFT latest version complied.	Self-Declaration on Company 's letter Head signed by authorized signatory	
11	Bidder should not have been declared as NPA/bankruptcy by any of the financial institution in India. The bidder should not be involved in any litigation which threatens solvency of company	Certificate is to be provided by the chartered accountant /statutory auditor.	
12	The Bidder/OEM should have existing Support Centres in India. The Bidder/OEM should be able to provide support and maintenance for the hardware. Documentary proof (Office registration details etc.) to be submitted along with the bid.	List of the offices and a self-certification in this regard	
13	The bidder should not be a member or immediate family of Board of Director of the Bank.	Self-Declaration on Company 's letter Head signed by authorized signatory	
14	Bidder must be OEM or OEM authorized dealer / partner.	Bidders other than OEM must provide the certificate of authorisation from OEM.	
15	Non-Disclosure Agreement	To be submitted as per Annexure-12 duly signed by the authorized	

		signatory of the Bidder	
16	Integrity Pact	Undertaking to be provided as per Appendix-17 duly signed by the authorized signatory of the Bidder	
17	Labour Law Compliance	Undertaking to be submitted duly signed by the authorized signatory of the Bidder	

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory: _____
Designation: _____
Seal of Company

Annexure – 3: Bidder's Information

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

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

Reg: Request for Proposal for **"SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL."** - Tender Ref No. _____ dated _____

With reference to the above RFP, we hereby submit necessary information as under:

1.	Name & address of the Company with direct phone numbers			
2.	Registration No. and date of establishment			
3.	Website Address			
4.	Email Address:			
5.	Detail of Earnest Money Deposited:			
6.	Figures for last 3 years (in Crores with two decimal): Annual Turnover	2021-22	2022-23	2023-24	
7.	Income Tax PAN GSTIN number			

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 biding to me/us. We understand and agree

and undertake that:

1. The Bank is not bound to accept the lowest bid or may reject all or any bid at any stage at its sole discretion without assigning any reason therefore.

2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

3. We have read and understood all the terms and conditions and contents of the RFP and also undertake that our bid conforms to all the terms and conditions and do not contain any deviation and misrepresentation. We understand that bank reserve the right to reject our bid on account of any misrepresentation/deviations contained in the bid.

4. Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us.

5. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

6. Bidder means the vendor who is decided and declared so after examination of commercial bids.

Name of the Person Authorized to Sign	
Mobile No	
Email	

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory: _____
Designation: _____
Seal of Company

Annexure –4: Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee #   Date: _____

Punjab & Sind Bank
Head office Foreign Exchange Department
3rd Floor, 21 Bank House, Rajendra Place,
New Delhi - 110008

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 "**CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL"**. 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 _____ 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 – 5: Acceptance of Scope of Work

(Should be submitted on Bidder's letter head with signature of the authorized person)

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

Reg: Request for Proposal for "**SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL**." - Tender Ref No. _____ dated
_____

We hereby undertake that we have read and understood the complete scope of work mentioned in the Section Scope of Work and elsewhere in the said Tender Document (Read with Addendums /Corrigendum and response to queries).

We further undertake the Cost includes all the cost of solutions/ services mentioned in the document and bank shall not be liable to pay any other/ additional cost except whatever quoted by us due to any omission of factoring the cost of any solution/ services whatsoever mentioned in the document.

I further undertake that all desired clarifications, if any, have been obtained by us as to interpretations of the Scope of work. We undertake to comply with the complete Scope of work mentioned in the tender document.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____
Seal of Company

Annexure – 6: Acceptance / Compliance Certificate

(Should be submitted on Bidder's letter head with signature of the authorized person)

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

Reg: Request for Proposal for **"SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL**." - Tender Ref No. _____ dated _____

All Terms and Conditions including scope of work

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 bid.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____
Seal of Company

Annexure – 7: Sample Format of Performance Bank Guarantee

Tender Reference No: _____   Date: _____

Punjab & Sind Bank
Head office Foreign Exchange Department
3rd Floor, 21 Rajendra Place,
New Delhi - 110008

Dear Sir,

1.   WHEREAS pursuant to a Request for Proposal dated…………… (hereinafter referred to as RFP, issued by Punjab & Sind Bank, Bank House, 21, Rajendra Place, New Delhi in response of (Vendor / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office at …………………………………has awarded the Contract valued Rs…………………………………and appointed……………………as Vendor/ Service Provider for '**SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL**' for Bank 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 / Service Provider to furnish a Performance Guarantee, for Rs…………………………Rupees only), equivalent to………………… of the Contract value, to be issued by a Bank in your 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 / Service Provider) 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 under ……………………………………having 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 of ………………of 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 of …………….of 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 the ……………..has 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 6 (six) 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 the ………and 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 anytime 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 from ……………or 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 against ………hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with 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 against ………from 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 favor 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 6 (Six) 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 serve 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 – 8: Pre-Bid Query Format

(Queries must be e-mailed to ho.fex@psb.co.in, strictly as per following format in MS-Excel file only, quoting Tender Number in the subject field of the email.)

Sr. No.	Page No.	Clause No.	RFP clause	Bidders remark

Annexure – 9: Functional Requirements/ Specifications

Line Item	Sr. No	Description	Bidder's Response (RA / CU / NP)	Documentary Evidence Page No
CTF - Core functional requirement Requirements				
Centralization of Trade Finance & Forex Operations				
1	1	All the branches will be connected to Centralized Trade Finance (CTF) Cell through the software. The branches must be able to send the scanned relevant document through the Software to the Centralized Trade Finance Cell for further processing.		
2	2	The users will verify and authorize the transactions in the trade finance Software and the accounting entries should get posted in the respective branch in which entries have been made in CBS Software (Finacle 10.x)		
3	3	Customer web Portal where customer will be able to initiate transactions for all the modules through web and track the live status of application.		
Functionality				
4	1	Front-office Trade Web Portal for Customer & Branch user along with Dashboard summarizing status of transactions other relevant data about customers.		
5	2	Mid Office function for Assessment / Scrutiny / Fulfillment and compliance		
6	3	Document Digitization / Document Management		
7	4	Two support system one for customer and one for bank. Customer-Digital banking –web portal (linked to internet banking or separate web portal), digital branch support (available at bank premises). Bank- For internal bank users.		
8	5	Business Rule Engine		
9	6	Process Designer for each modules		
10	7	Push & Pull Mechanism with other integrated software		
11	8	Dynamic Forms / Sample format / template forms for view & download		
12	9	SLA / TAT Management		
13	10	Approval Matrix		
14	11	Exception Management		
15	12	Alert Notification (SMS, Email)		
16	13	Deferral		
17	14	Report Designer		
18	15	Integration Adapters		

19	16	Workflow / Rules & Forms		
20	17	Dashboard & Real time MIS Reports		
21	18	Card rate / Alternative rate history should be maintained in the system		
22	19	Document submission/Upload		
23	20	Document & Data Extraction		
24	21	Validation for customer a/c related parameters		
25	22	Commodity / Purpose Code		
26	23	Online Signature Verification		
27	24	Auto Fetching of Rates & Deals		
28	25	Credit Sanction terms parameterization		
29	26	Trade Intelligence		
30	27	Trade Memo		
31	28	Deviation Tracker		
32	29	Compliances (Regulatory / UCP / Internal)		
33	30	Audit Logs / Reports		
34	31	Swift Compliant Field validation		
35	32	Case Initiation (including bulk upload)		
36	33	Document Capture		
37	34	Minimal Data Entry at Branch		
38	35	Branch/Bank – Decision & Approval		
39	36	Entry of Branch / Bank observation at Mid-office layer		
40	37	Intimation to Branch and customers		
41	38	Reporting to Treasury for Forex		
42	39	Credit Limit Check		
43	40	Compliance Check		
44	41	Document Scrutiny		
45	42	Enhanced Due Diligence		
46	43	Regulatory / OFAC / ISDN Integration		
47	44	Preview facility before submission of request		
48	45	Uploading in CBS (the backend system)		

49	46	The solution should be fully interfaced with bank's treasury application for the following transactions :Card Rate Transactions(Ready)/ Non card rate Transactions(Ready)/ Forward contracts booking/ Forward contracts utilization/ Forward contract cancellation / Bill negotiation (under bill ready)/ Bill negotiation(under export forward)/ Part realization of negotiated bills/ Full realization of negotiated bills/ Bill crystallization/ Cross currency transactions/ EEFC transactions(both conversion and non-conversion transactions)/ PCFC disbursement/repayment transactions/ EBRD Disbursement/repayment transactions ETC. The necessary XML files have to be generated and sent to bank's middleware. Job Card for all the menus to be made available.		
50	47	Details of Forward contracts booked by branches with Treasury should be made available to the branches through the interface with updated position.		
51	48	Branches should be able to search and utilize the Ready/forward/bills deal through the interface and the utilization of the same should be forwarded to Treasury application for accounting at Treasury end.		
52	49	The branches are obtaining rate from Centralized Dealing Room over telephone and email. Module should be provided for online rate request.		
53	50	Generation of SFMS messages from Trade finance module.		
Inland/Foreign Bank Guarantee, LOC, LOU, SBLC etc module				
54	1	Features - Issuance, amendment, Mark invoke Cancellation, Invocation, Closure and Extension in Bank Guarantee, SBLC module and functionality of e-BG		
Letter of credit module				
55	1	Import/Export/Inland		
56	2	Foreign Commercial Letters of Credit		
57	3	Transferable, Stand-by, Revolving, Back-to-back, Red Clause, Green Clause, Stand-by, Irrevocable etc.		
58	4	Forward Contracts and other hedging tools		
59	5	Open account Collection Services		
60	6	Reimbursement Services		
61	7	Trade Risk Distribution and Participations, Banker's Acceptance, etc		
62	8	Features - opening and Closure, Extension, Cancellation, Revocation, Issuance, advising, Confirmation, Transfers/Assignment		
		Bills module (Inland and Foreign)		
63	1	Direct Collection		

64	3	Bills Purchased / Discounted /Negotiation		
65	4	Under our bank/ Other bank (LC)		
66	5	Clean (not under (LC)		
67	6	Clean Banker's Acceptance / Bill acceptance		
Remittances module				
68	1	Outward and Advance remittance against Imports		
69	2	Remittances other than Import/Export		
70	3	Inward and Advance remittance against Exports		
Interest/Income Module				
71	1	Maintenance of Interest Slab for Rupee Export Credit		
72	2	Maintenance of Interest Slab for Foreign Currency Export Credit		
73	3	Facility for marking Interest on the Customer ID		
74	4	Interest equalization functionality to be available for Pre-Post shipment rupee loans. Interest equalization (incremental/decremental) should be parameterized. Functionality should be available at branch/centralized level		
75	5	Any concession charges captured for specific customer for a specific period. Concession on 100% Margin cases on case to-case basis		
76	6	System capability to support special/ concessional rates default rates at customer level and at product level.		
77	7	Provision for calculation of commission linked to CIF (Customer Identification facility), as per sanction terms, since many a times Commission /charges differs from customer to customer.		
78	8	System should have built-in amortization facility for commissions and charges received in advance (for LC/BG/bills and other commission)		
		Rate Module		
79	1	Maintenance of daily Card Rates		
80	2	Maintenance of Cross Currency Rates- Bank level & for each customers		
Other functionalities				
81	1	Buyer's credit		
82	2	Export finance - Pre-Shipment (Packing Credit) - RPC/PCFC & Post Shipment		
83	3	Forward Contract – Sale & purchase		

84	4	FCTL/FCDL		
85	5	UPAS for Trade Credit from International banks		
86	6	FDI, ODI		
87	7	Provisioning of Unhedged Foreign Currency Exposure		
88	8	Merchant Trade transaction		
89	9	System should automatically mark the Packing credits/PCFCs/Overdue bills as NPA based on IRAC norms of RBI.		
90	10	System should automatically do the down gradation and up- gradation of accounts and share the details with bank's CBS system for updation.		
Document Management System				
91	1	The software must have capability of Capturing scan/photo images and Capability of multi-channel content acquisition from fax, email, scanners, mobile, file upload, folder scanning, API and documents generated within application of trade finance solution.		
92	2	Single repository of all documents of trade finance solutions. The documents may be stored / retrieved from any system of the proposed trade finance solutions.		
93	3	System to have handlers to access the scanned images and attachments linked to transactions		
94	4	It should be capable of supporting digital signature		
95	5	System should support automatic and seamless identification / classification / segregation of documents using technology without manual intervention.		
96	6	Solution supports indexing of all sub-sets in a transaction and images, files relating to a particular transaction to be linked and retrieved together.		
97	7	Application should auto populate the data in the respective fields of the Trade application from Scanned documents (structured/unstructured) using Machine Language/Optical Character Reading technology. The scanned images should be available for verification/retrieval		
Capability to Integrate with existing softwares				
98	1	Integration with CBS (Finacle 10.x)		
99	2	Integration with SWIFT (Total Messaging)		
100	3	Integrated Treasury Management System (ITMS) forward rate contract/ Rates automation, etc.		
101	4	Email/SMS Gateway for the sending transaction alert/ information / advice / messages		

102	5	Inbuilt capabilities to interface with other third-party software solutions of the Bank as well as Corporate like Sanction list Systems (OFAC, US/EU Sanctions) Screening, AML, Transaction Monitoring, Fraud Risk Management etc. System should allow online AML checks during processing of the transaction.		
103	6	Bank's Active Directory for user id validations		
104	7	Integration with OMNI channel -Internet banking & Mobile banking Application integration		
105	8	Integration with SFMS / NEFT / RTGS / e-BG		
106	9	Integration with NOTIVA Messenger		
107	10	Integration with HRMS		
108	11	Integration with Biometric application		
109	12	Integration with TRACCS for E/IDPMS		
110	13	Integration with DGFT and ICEGATE portal		
111	14	The Solution must be capable of supporting LDAP and system can be integrated with Windows Active Directory to achieve Single Sign on (SSO).		
112	15	The Solution should be able to integrate with third party/ 2FA product		
113	16	Integration with FX- Retail Module		
114	17	Integration with CIMS portal		
115	18	Integration with SIEM		
116	19	Integration with other modules as per requirement of regulatory compliance		
117	20	Integration with other modules as and when required by the Bank		
Reports Generation				
		PACKING CREDIT		
118	1	Outstanding PC and PCFC report (Customer / Branch / Zone / Disbursement Date /Due Date wise)		
119	2	PC / PCFC disbursed during a day / month / year (Customer / Branch / Zone / Disbursement Date /Due Date wise)		
120	3	Monthly PC/PCFC interest application with customer wise and branch wise details		
121	4	Turnover reports for packing credit / PCFC disbursed for Specific Customer / Branch / Zone / Bank		
122	5	Interest Equalization Report on monthly basis or as and when required		
POST SHIPMENT CREDIT				
123	1	Export Bills (Negotiation / Discounted / Purchased / Advance Against Collection Bills) / EBRD Outstanding as on date		

124	2	Export bills lodged / under collection / negotiation / discounted and realized over a period of time should be generated in the system for customer-wise /BO / ZO wise. Separate reports for Deemed Exports / Merchant trade. Facility for bulk uploading of bills should be available.		
125	3	Details of bills collected during a month / period		
126	4	Details of bills crystallized during a month/period		
127	5	Export bills crystallized outstanding		
128	6	Shipping bills outstanding as on date pending for lodgment for specific customer-wise / Branch / ZO / Bank-wise		
129	7	Export bills discounted / negotiated purchased-Realized for the day / period		
130	8	Shipping bills outstanding as on date pending for lodgment for specific customer-wise / Branch / ZO / Bank-wise		
131	9	Shipping bills outstanding as on date pending for realization for specific customer-wise / Branch / ZO / Bank-wise		
132	10	Commission on Bills negotiated / discounted / purchased / collected for a period for Specific customer / Branch wise / ZO / Bank wise		
133	11	Turnover report of Bills negotiated / discounted / purchased / collected for a period for Specific customer / Branch wise / ZO / Bank wise		
134	12	Overdue Export Bills negotiated / discounted / purchased / collected for a period for Specific customer / Branch wise / ZO / Bank wise		
135	13	Form C-Export credit data		
136	14	Outstanding Export Collections		
137	15	Interest Equalization Report on monthly basis or as and when required		
FORWARD CONTRACTS				
138	1	Forward contract outstanding as on a date		
139	2	Forward contract utilized during a period/day		
140	3	Forward contract-Booked on anticipation / underlying (daily)-consolidated report		
141	4	Forward contracts booked / cancelled during a period /day (customer wise / country wise / branch wise / Region wise / Zone wise)		
142	5	Forward contracts overdue as on a date (customer wise/country wise/ branch wise/Region wise/Zone wise)		
LETTER OF CREDIT (LC)				

143	1	Import/Inland outward LC outstanding		
144	2	Export/Inland Inward LC outstanding		
145	3	Import/Inland LC Devolved report along with the status of recovery		
146	4	Monthly / Periodic report on LC expired (Import / Export/Inland)		
147	5	Import/Inland LC issued during a specific period (day / month / year / for a particular period)		
148	6	Export/Inland LC advised during a specific period (day / month / year / for a particular period)		
149	7	Import / Export/Inland LC expired but not closed		
150	8	Commission of Letter of Credit for a period for Specific customer/Branch-wise/ZO/Bank wise		
BANK GUARANTEE (BG)				
151	1	Foreign/Inland BG outstanding as on date		
152	2	Report on BG expired (Date / Month / Year / Customer) wise		
153	3	Report on BG invoked (Date / Month / Year / Customer) wise along with status of recovery		
154	4	Commission of Bank Guarantee for a period for Specific customer / Branch-wise / ZO / Bank wise		
155	5	Bank Guarantee expired but not closed		
IMPORT/INLAND BILLS				
156	1	Outstanding Bills as on date		
157	2	Bills overdue as on date		
158	3	Report on Import lodged in particular LC with status		
159	4	Monthly report / periodic report on bills devolved		
160	5	Bills due for payment for a particular day / period		
161	6	Import collection bill Paid during a day / period		
162	7	Import LC/Inland Bill crystalized as on date		
163	8	Import bills LC / Non-LC due date diary		
164	9	Import LC bill lodged during a period		
165	10	Import LC bill paid during a period		
166	11	Bill of Entries not linked in Import bills		
167	12	Import/Inland collection (Sight/ Usance) outstanding as on date		
168	13	Import/Inland collection bill lodged		

REMITTANCES

169	1	Liberalized Remittance Scheme of USD 2,50,000 per Financial Year for resident individuals – facility to record the LRS remittance through PAN card should be available		
170	2	Statement of inflow /outflow on account of remittance received / made in connection with transfer of shares / convertible debentures, by way of sale		
171	3	Advance remittance for import of rough diamonds above/equal to USD 5 Million		
172	4	Statement indicating the details of remittances made by NRIs / PIOs Foreign Nationals out of NRO Account		
173	5	The system needs to provide report on all advance remittances received/sent against which actual Export/Imports effected and outstanding position as on a particular date		
174	6	Turnover reports such as inward and outward remittance for a particular period should be available for period wise/customer wise and country wise.		
175	7	Report on all Advance payments made against imports		
176	8	Report on Imports not taken place against advance payment against imports.		
177	9	EFIRC Received from other Banks should be made available through the application software for utilization by AD branches. Also, EFIRC to be made available to other banks by generating necessary XML files		
178	10	Remittances made out of NRO accounts up to 1 million USD per calendar year - Facilities to NRIs/PIOs and foreign nationals - liberalization		
179	11	Statement on default in Merchant Trade Transactions (MTT)		

SWIFT

180	1	Reconciliation report of outward Swift messages generated from the proposed application and sent to Swift Total Messaging should be generated. The report should reconcile the number of messages with the messages received in SWIFT Total Messaging through SFTP or any other mode along with the status of SWIFT messages (ACK/NACK)		
181	2	Reconciliation report of Inward SWIFT messages received from Swift Total Messaging server to the proposed application should be generated. The report should reconcile the number of messages received in Swift Total Messaging and sent to the proposed solution with the number of messages received in the proposed solution.		
182	3	Provision should be available in the system for SWIFT interface and access for all the Message Types. The system should be SWIFT-CAT7 2021 changes ready and it should support ISO 20022 (MT-MX Format)		

183	4	During NACK remittances - Transactions should be auto reversed		
184	5	Cross Border wire Transfer report to be generated in XML format for submission to FIUIND		
SFMS				
185	1	Reconciliation report of outward and Inward SFMS messages with inland trade finance module		
OTHER REPORTS /FUNCTIONALITY				
186	1	Statement on guarantees /LOU/LOC / SBLC		
187	2	Copies of swift outward and inward messages should be automatically sent by mail to customers by email		
188	3	System to be interfaced with online rates system or Treasury system so that exchange rate and currency can be fetched online number at the time of utilization of the Cash/ Tom/Spot/Forward deal wherever conversion rates are applicable		
189	5	System should have the facility to handle cross currency forward contracts for opening / utilization / cancellation and post accounting entries at first leg of Cross currency against INR rate		
190	6	Risk Based approach on quarterly basis		
191	7	Consolidated R Returns of the bank should be generated after amalgamating CBS data, International Division data and Money exchange counters data.		
192	8	System should generate all the reports at Day End on daily basis and place in a common folder for access by respective branches		
193	9	System to provide report of the total commission amount, commission received till date along with the date of recovery and balance commission to be received along with the recovery date		
194	10	EDPMS Alerts to be generated, ED reporting function and XML generation. Generation and reports		
195	11	System should generate follow up letter/mail for those shipping bills which are present in Master Data of RBI, but not lodged with the bank within 21 days.		
196	12	Uploading of OBE file containing Bill of Entry (BOE) in IDPMS on daily basis, BOE linking as per settlement amount and XML generation, Missing BOE screen and XML generation		
197	13	Overdue interest/ECNOS (wherever applicable) should be charged on Overdue packing credit accounts and Facility for recalculating and charging interest on Packing credits liquidated out of rupee funds		

198	14	Functionality for Multi -Currency Forex Travel Card, Dashboard, Management, Reconciliation and Reporting		
199	15	The system should have AI capabilities for converting standard trade documents (such as LC request application, swift messages) to digital information and structure the same for further processing		
200	16	The system should be capable of supporting multi-currency transactions and INCOTERMS.		

Mark will be awarded on the following basis

Unit	Response	Marks
RA	**If the functionality is readily available in their solution**	**1**
CU	**The functionality to be customized without additional cost before GO LIVE**	**0.5**
NP	**Not Possible**	**0**

Each item is assigned total of 1 mark. While scoring the scales namely RA, CU and NP as above shall be assigned 1 mark, 0.5 and 0 mark respectively. Compliance should be submitted as per each and every line item mentioned in the above bidder response table for functional requirement.

The marks allotted to the responses of the bidder after validation by the Bank's team in Functional requirement score will be calculated as under:

Please note that score will be rounded off to nearest whole number.

For Functional requirement:

Total marks obtained in each category
_____   X   30
 Maximum possible marks (i.e. 200)

Example: If total mark obtained is 160 for functional requirement then score will be

160
___   X   30 = 24
 200

Annexure – 10: Technical Requirements/ Specifications

Line Item	Sr. No.	Description	A	U	Documentary Evidences Page No
	1	**Integration Application Requirements**			
1	1.1	Ability to integrate to support online, real time and batch operation			
2	1.2	Integrator's support for scheduling and defining of jobs			
3	1.3	Application should handle automatic switchover in cluster Environment			
4	1.4	System should provide single sign on facility for branch users. The users should be able to access the proposed solution using their Core Banking user credentials			
5	1.5	System should provide single sign on facility for corporate net banking users (Omni Channel). The users should also be able to access the proposed customer web portal directly (without using Omni channel)			
6	1.6	The proposed web-based solution for Branches should be compatible with same Browser as the existing Core Banking application i: e Internet Explorer 11 and Google Chrome. Customer web portal can be access through Desktop/Mobile /Tab.			
	2	**Database requirements**			
7	2.1	Ability to Case Initiation (including bulk upload) management / up gradation of database			
8	2.2	Ability to support online replication			
9	2.3	Ability to implement SANs for data storage in the architecture			
	3	**Hardware & Operating System**			
10	3.1	Should be able to support different protocols (TCP/IP, IPX etc.)			
11	3.2	Implement patches / upgrades on all software, firmware			
12	3.3	Hardware Equipment should be scalable to support futuristic requirements of the Bank during Project period. Application should be IP V4 and IP V6 Compliant.			
13	3.4	Hardware(s) should have built –in redundancy features dual power supply, dual NIC etc.			
14	3.5	The hardware components should be hot swappable.			
15	3.6	Support to Windows and Unix OS based product / functionality of the bank			

	4	**Backup & Recovery**			
15	4.1	The backup success rate should be 99.8% at all times for CTF			
16	4.2	Should support on-line replication to backup site Should be capable of automating the backup processes for all the applications / databases in Primary and Disaster Recovery sites			
17	4.3	Should support load balancing in terms of system parameters (CPU, Hard Disk, Memory etc.)			
	5	**General IT related Requirements**			
18	5.1	Day/month/quarter end/half year end/year begins and end process should be menu driven. audit trail of the same should be maintained			
19	5.2	System should track of the client's IP and Network interface address			
20	5.3	Export of reports and inquiries into different formats like Word, Excel, PDF, Text, CSV etc.			
21	5.4	Application Should be Web Based only			
22	5.5	The solution should have the capability to archive the data on HDD/ Peripherals and retrieve from the above for the purpose of processing.			
23	5.6	The solution should provide user defined backup / retrievals (Automated / Scheduled / Manual).			
24	5.7	The details of support for Backup/Retrieval of database and applications shall be furnished.			
25	5.8	Support for integration with packages like chart generators, Statistical/ Financial DLLs, MS Office Components, Popular Case Tools etc.			
26	5.9	Type of import and export capabilities available for creating customized data feeds.			
27	5.10	Day/Month/Qtr. end/Half year end/Year Begin and end Reports should be defined and printed/generated immediately after day Begin and End. No user intervention is required.			
28	5.11	Database link should be provided to Bank's SDR/AML/Ad-hoc project to enable them to generate the reports in Bank's formats without any additional cost.			

29	5.12	Data migration from existing Trade system/s should be the sole responsibility of the new bidder. No manual data entry of master and transaction records should be done by the users. Information not available in the existing software should be uploaded in the new application.			
30	5.13	System should be capable of generating adhoc reports required to submit statutory audit/regulators /International Division.			
	6	**Other Technical Requirements**			
31	6.1	Solution is platform agnostic – not dependent on a particular hardware setup			
32	6.2	Solution is capable of being interfaced with any existing or future back office system / CBS system of the Bank.			
33	6.3	Solution is capable of being interfaced with multiple back offices simultaneously.			
34	6.4	Solution is capable of multi-entity, multi-country, multi-currency, multi- language implementation with a single instance.			
35	6.5	Solution is capable and being offered in such a manner that includes installation either as a single instance or multi- instance depending on Bank's requirements.			
36	6.6	Supports a two-way secure email communication working in sync with Bank's mail servers.			
37	6.7	Image upload facilities – supporting all file types and sizes from Bank to Client, Client to Bank, Front end to Back end, with minimum bandwidth.			
38	6.8	Supports messaging features within the Corporate & between Corporate and Bank – both at transaction level and on non- transaction basis.			
39	6.9	Supports multi-level authentication at user level – like dual key, FOB keys, Biometric, Device level, etc.			
40	6.10	Robust confidentiality and security features to protect information flow between the bank and the corporate users			
41	6.11	Supports parameter setting for transaction and image upload features - Corporate or group of users-wise to preserve bandwidth			
42	6.12	Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site			
43	6.13	Application supports user session timeout			
44	6.14	Application supports periodic activity report covering security event and application usage			

45	6.15	Option to control system access available through application			
46	6.16	Application supports database and OS level clustering			
47	6.17	Data dictionary be provided to the bank without any additional cost.			
48	6.18	The solution should be fully integrated with Core Banking solutions of the bank			
49	6.19	The solution should be fully interfaced with Treasury application of the bank			
50	6.20	The system should support Export & import of data from MS- Excel.			
51	6.21	The bidder to extract the data required for SDR Project, AML project or for other project of the Bank from the proposed application without any additional cost			
52	6.22	The system should have flat file export functionality to export transaction data and static data in the following formats: Comma separated values (.csv), Text file (.txt), Microsoft Excel Format (.xls), Microsoft Word Format (.doc), PDF (.pdf)			
53	6.23	Data migration from existing system: The entire data from the existing system should be migrated to the new system			
54	6.24	Password maintenance should adhere to the information security policy of the bank. Forced password change should be available.			
55	6.25	Log should be available for all transactions.			
56	6.26	System to allow multiple communication delivery channels/ modes such as SMS, e-mail and in multiple formats such as MS Excel, MS Word and PDF etc. based on events for both clients and non-clients.			
57	6.27	Solution supports audit trails at all levels for both Bank as well as Corporate users with easy to use storage, retrieval, display and print of audit logs based on various parameters.			
58	6.28	System should be integrated with active directory for user login			
59	6.29	System should have biometric authentications for users and must be able to integrate with HRMS software.			
60	6.30	Replica of the database should be made available for MIS purpose on daily basis			

Mark will be awarded on the following basis

Unit	Response	Marks
A	The feature is available	1
U	The feature is required without additional cost before GOLIVE	0.5

Each item is assigned total of 1 mark. While scoring the scales namely A, U as above shall be assigned 1 mark and 0.5 mark respectively. Compliance should be submitted as per each and every line item mentioned in the below bidder response table for functional requirement.

The marks allotted to the responses of the bidder after validation by the Bank's team in Functional requirement score will be calculated as under: Please note that score will be rounded off to nearest whole number.

For technical requirement:

$$\frac{\text{Total marks obtained in each category}}{\text{Maximum possible marks (i.e. 60)}} \quad X \quad 30$$

Example: If total mark obtained is 48 for technical requirement then score will be

$$\frac{48}{60} \quad X \quad 30 = 24$$

Annexure – 11: Sizing Requirements for Centralized Trade Finance Solution

The bidder is responsible for determining the appropriate sizing of the hardware, software (including licenses), solution, and infrastructure required for the successful end-to-end implementation of the Centralized Trade Finance Solution, including a customer web portal. The solution should be designed to handle peak transaction volumes projected for the 5th year and ensure seamless performance under maximum load conditions. The sizing must encompass all environments, including the Data Center (DC), Disaster Recovery (DR), and Non-Production (UAT) setups.

A. Bidder's Responsibility for Sizing:

- ➢ **Complete Sizing**: The bidder must perform comprehensive sizing of the hardware, software, and related infrastructure, considering all project requirements such as the customer portal, backend processes, middleware, databases, and APIs.
- ➢ **OEM Recommendation Letter**: The bidder shall provide a recommendation letter from the Original Equipment Manufacturer (OEM) with the bid. This letter must confirm that the hardware, software (including licenses), services, and other tools proposed by the bidder are sufficient to meet the project's needs as outlined in this RFP.
- ➢ **Sizing Certificate**: The bidder must submit a sizing certificate from the OEM, confirming that the proposed hardware configuration will adequately support the Centralized Trade Finance Solution and meet the transaction and user volume projections at the end of the 5th year.

B. Hardware and Software Utilization Parameters: The proposed hardware should adhere to the following recommended utilization thresholds to ensure optimal performance and scalability:

- ➢ **CPU Utilization:**
  - ✓ Normal operation: 50-60% utilization
  - ✓ Peak operation: Maximum 80% utilization
- ➢ **RAM Utilization:**
  - ✓ Normal operation: 60-70% utilization
  - ✓ Peak operation: Maximum 80% utilization
- ➢ **Disk I/O Utilization:**
  - ✓ Normal operation: 50-60% utilization
  - ✓ Peak operation: Maximum 75% utilization
- ➢ **Network Utilization:**
  - ✓ Normal operation: 50-60% utilization
  - ✓ Peak operation: Maximum 80% utilization
- ➢ **Storage Utilization:**
  - ✓ Normal operation: 60-70% utilization
  - ✓ Peak operation: Maximum 80% utilization

 The system must be scalable to accommodate increased transaction volumes and concurrent users over the next five years without exceeding these thresholds.

C. Performance Parameters: The bidder must ensure that the proposed solution meets the following performance benchmarks:

> **Support Callback Time**: Average callback time should not exceed 15 minutes.
> **Problem Resolution Time**: Average resolution time for reported issues should not   exceed 120 minutes.

D. Transaction Processing:
> **Minimum transactions per day**: The system must support at least 3,000 transactions per day.
> **Concurrent Users**: The system should support a minimum of 2500 concurrent users without performance degradation. This is excluding users of Customer web portal.

E. Response Time:
> **Static page loading:** Maximum 1 second**.**
> **Form validation from backend:** Maximum 5 seconds

F. Environment-Specific Sizing:

> **Data Center (DC)**: The primary production environment should be sized to handle peak transaction loads and user concurrency as projected for the 5th year. The system must be designed for high availability, security, and optimal performance.

> **Disaster Recovery (DR)**: The DR site must be sized to support at least 100% of the production (DC) load in case of failover. It should be equipped to maintain service continuity with minimal downtime and support the same performance benchmarks as the DC.
> **Non-Production Environment (UAT)**: The UAT environment must be appropriately sized to support concurrent testing and validation processes. It should mirror the production environment in terms of key components to facilitate reliable testing but may be scaled down in terms of user load and transaction capacity.

G. Scalability and Future-Proofing:
> **Scalability**: The bidder must ensure that the proposed hardware and software can be easily scaled to accommodate the growing transaction volumes and user base over the next five years without performance degradation.
> **Future-Proofing**: The system should be designed to adapt to future advancements in technology and evolving business requirements. The infrastructure should allow for straightforward upgrades and expansions to meet increasing operational demands.

H. Monitoring and Optimization: The solution should include robust tools for continuous monitoring and optimization of system performance, including:

> **Real-Time Monitoring**: Tools to monitor CPU, RAM, storage, network, and other critical parameters to ensure system health.
> **Performance Optimization**: Automated tools to optimize system performance, address bottlenecks, and improve resource utilization.
> **Capacity Planning**: Solutions for forecasting future resource needs based on transaction growth and usage patterns.

I. Annual Review and Upgrades:
The bidder shall conduct annual reviews of the system's hardware and software configuration to ensure continued alignment with performance benchmarks and transaction growth. Any necessary upgrades or optimizations must be provided as

part of regular maintenance services well in advance keeping bank's officials in loop.

J. Penalties for Non-Compliance:

Failure to meet the sizing or performance parameters as outlined in this clause will result in penalties as defined in the Service Level Agreement (SLA) section of the RFP. The bidder will be held responsible for any performance issues or inability to handle projected transaction volumes due to improper sizing.

Annexure – 12: Sample Non-Disclosure Agreement

(To be executed on the stamp paper)

This Non-Disclosure Agreement made and entered into at _____ on this XXXX day of XXXXX _____.

BY AND BETWEEN

XXXXXXX, a company incorporated under the _____ Act, XXXX having its registered office at XXXXXXX (hereinafter referred to as the firm / Company 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 Firm / Company 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 an independent entity for Managed Security Services for Security Operation Centre for the Bank.

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 Firm / Company some Confidential Information (as hereinafter defined), to enable the Firm / Company to carry out the aforesaid professional services assignment (hereinafter referred to as " the Purpose").

3.   The Firm / Company 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 Firm / Company are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The firm / Company undertake 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 firm / Company 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 firm / Company whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Firm / Company to carry out the proposed 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 firm / Company 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 firm / Company without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,

c) Was rightfully obtained by the firm / Company from a source other than Punjab & Sind Bank without any obligation of confidentiality,

d) Was developed by for the firm / Company 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 firm / Company 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 firm / Company 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 Firm / Company who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The firm / Company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Firm / Company may disclose Confidential Information to others only if the Firm / Company 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 Firm / Company 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;

   f) Financial information.

3. **Publications:** The Firm / Company 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 Firm /Company 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 Firm /Company 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.

   After expiry of the contract period of five (05) years, Bank may further extend the contract for a period of maximum two years at mutually agreed terms & conditions, subject to satisfactory performance of successful bidder.

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

6. **Remedies:**

   The Firm / Company acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Firm / Company 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 Firm / Company, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

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

7. **Entire Agreement, Amendment and Assignment:**

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

8. **Governing Law:**

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

9. **Indemnity:** The Firm/ Company 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 Firm / Company 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 Firm / Company, in the course of discharge of its obligations under this Agreement.

10. **General:**

    The Firm / Company 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, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. **Waiver:**

A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Firm / Company 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 Firm / Company 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 XXXXX   For and on behalf of Punjab & Sind Bank XXXXXXX
_____ XXXXX   (Designation)

Annexure – 13: Details of Technical Support Centres

Reg: Request for Proposal for "**SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL**." - Tender Ref No. _____ dated _____

Sr. No.	Location of Centre	Area of operation of each Centres	Number of support engineers at support Centres

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____

Seal of Company

Annexure – 14: Undertaking Of Information Security

(Should be submitted on Bidder's letter head with signature of the authorized person on Information security as per regulatory requirement)

RFP Reference No_____   Date: _____

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

Reg: Request for Proposal for "**SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL**." - Tender Ref No. _____ dated _____

We hereby undertake that the proposed solution/ hardware/ software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done.)

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____

Seal of Company

Annexure – 15: Commercial Bill of Materials

Part-I Commercial BID FORMAT					Amount in lacs	
Sr No.	Item Description	No. of Units (i)	Unit Price (ii)	Sub Total Price (i* ii)	Total Taxes	Total Price including Taxes
A	**Software (for both DC & DR site)**					
1	End to End Trade Finance including Customer Web Portal License Type: Perpetual without any restriction on number of users & customers.					
2	Middleware (if any)					
3	Third Party Utilities (if any)					
4	Software/tools for SLA monitoring					
5	OEM charges					
	SUB TOTAL(A)					
B	**Environmental Software (For both DC & DR)** (To be suggested by the bidder for proposed solution as per their need for the solution)					
1	Environmental Software					
	SUB TOTAL(B)					
C	**Hardware (for both DC & DR site)**					
1	Servers					
2	Operating System					
3	Storage (SAN)					
4	Rack with KVM switch, powersupply, Network and Security requirements, switches, routers etc					
5	Hardware required for SLA Monitoring					
6	Any other Hardware required					
	SUB TOTAL (C)					
D	**Implementation, System Integration, including migration from existing application**					
1	Implementation					
2	Integration of New system with Existing systems					
3	Migration					
	SUB TOTAL (A+B+C+D)					
E	AMC & ATS cost as per **Part II**					

F	Onsite facility Management (both at DC & DR) as per **Part III** (From the date of go live till the expiry of the contract)						
G	Cost for any additional requirements /additional customization/ enhancement as per **Part IV**						
H	Training Cost						
	T**otal Cost of Ownership** (TCO)(A+B+C+D+E+F+G+H)						
	Total Cost of Ownership (TCO) in words						

Part-II Annual Maintenance Charges (ATS/ AMC) (INR)							
Sr. No.	Deliverable	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
[1]	<u>CTF including Customer Web Portal Software - ATS Cost</u> ATS cost of CTF including Customer Web Portal Software/ License for 4 years (after completion of warranty period of 1 year) for both DC and DR sites.	X					
[2]	<u>CTF including Customer Web Portal Software - AMC Cost</u> Annual Maintenance Contract (AMC) cost for Hardware for 2 years (after completion of warranty period of 3 years) for both DC and DR site	X	X	X			
	TOTAL COST FOR " E" =						

Part III Onsite Resource Cost (INR) - Onsite Technical Support (OTS), including Facility Management. Refer Annexure - 16 for FM scope.]				
Resource	No of Units for Bank (a)	Unit Price in INR (per month) (b)	Total Cost in INR per Annum (c = a*b*12)	Total Cost for 5 years (d = c*5)
L1 Resource Cost	4			
L2 Resource Cost	2			
L3 Resource Cost	1			
TOTAL Onsite Resource Cost for "F" =				

Part IV : Cost for any additional requirements /additional customization/ enhancement [Amount in Indian Rupees]							
Sl. No.	Description	Charges Per Man day (Excl. of Tax)	No. of man days per year#	No. of Years	Total Cost (Incl. of Tax)	Tax for column d		Total Cost (Incl. of Tax)
						% Tax	Tax amt.	
		a	b	c	d=(a*b*c)	e	f	g =d+f
1.	Cost for any additional requirements/ additional customization/ enhancement		200	5				

The price quoted by the bidder is fixed for entire contract period and number of man days mentioned above is indicative only. However, the no. of man-days may vary from time to time in total.

Important Notes:

The detailed specifications of all software and the required hardware modules, components are to be attached separately in the Technical Bid supported by Technical Literature/ Product Catalogues/ Brochures, etc. **This is Mandatory.**

1. All estimation to be done for both DC & DR.
2. Bidder to clearly provide in the solution the training requirements — number of batches, participants in each batch, how much time, type of training - (functional or technical) and Incorporate them in the pricing
3. The total cost of hardware and software should not exceed 60% of the total project cost.
4. AMC & ATS charges to be given in the format (Part-II)
5. Price quoted should be inclusive of all costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank along with only applicable (in India) GST (CGST/SGST/IGST) The Bank will not pay any other taxes, cost or charges. However,the Bank will reimburse Octroi / Entry Tax / equivalent local authority cess etc. additionally on submission of original receipt in the name of "Punjab and Sind Bank"
6. In case of discrepancy between figures and words, the amount in words shall prevail.
7. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
8. All user licenses for operating system, database, application etc. should be as per Technical and Functional Requirements.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory: _____
Designation: _____

Seal of Company

Annexure – 16: Facility Management (FM) And Service Requirement

The bidder will provide onsite operational and technical support for the solution during the entire period of the project including warranty and post warranty periods. This section describes, but does not limit, the services required by the Bank. The Bidder shall consider and envisage all services that will be required in the maintenance of these facilities. Considering the enormity of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facility management that is not explicitly mentioned in this RFP as excluded, would form part of this RFP. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

1. Services To Be Provided

This section describes, but does not limit, the services required by the Bank for the Solution proposed as part of this RFP at the Data Centre, Disaster Recovery Site, Head Office/ Controlling Office etc. The Bank intends that the contract which is contemplated herein with the Bidder shall cover all deliverables and services required to be procured or provided by the Bidder during such period of contract. The Bidder needs to consider and envisage all services that would be required in the maintenance of the facilities. FM for all purposes means an Annual Maintenance Contract (AMC), warranties, ATS (Annual Technical Support) for all applications and interfaces provided, quoted and developed by the Bidder and all other costs necessary and incidental for the maintenance and support of the infrastructure and equipment provided by the bidder. The Bidder is expected to develop a methodology for conducting the FM for Bank based on the requirements. The personnel being deployed by the Bidder for FM at the Bank should be having relevant experience. The Facilities Management services would at least include:

- The scope for the on-site engineers will include configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, back-ups, application and data maintenance etc.
- Providing BANK with daily hardware utilization reports and alerting BANK in case of any performance issues or hardware upgradation requirements
- Separate Customization team from OEM/ Bidder to provide support till the solution is stabilize.
- Routing the transactions through the backup system in case the primary system fails.
- Switching to the DR site in case of system failure.
- Handling of alerts and fraud cases.
- Performance Monitoring/ Fine Tuning
- System/Application Administration
- Fixing any vulnerability
- Software Distribution
- Software License Management
- Software maintenance
- Updates/Upgrades/New releases/New versions
- Database Administration activities for Database
- Hardware Configuration Management
- Server Management, Planning and Operations
- Backup & Restore

2. Software Maintenance and Support Services during Warranty

➢ All product upgrades, modifications, enhancements that have to be provided to the Bank at no additional cost to the bank.

➢ Enhancements would include changes in the software due to Statutory and Regulatory changes and changes required due to changes in industry and other Banking practices in India which includes introduction of new products by the bank. It will also include all the functionalities mentioned in Functional & Technical Specifications. In case if effort for implementing upgrade / any specific changes related to banks in the system is on higher side, then cost for implementation, upgrade/change request will be discussed with bank mutually.

➢ Modifications would include minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the solution.

➢ Upgrades would include product releases made by the Bidder or OEM to incorporate changes, consolidating all bug fixes, consolidating all enhancement requests made by the Bank.

➢ The Bidder agrees that any future upgrades, modifications or enhancements shall not affect the current working of the licensed software and all current functionality shall be migrated to the new/ enhanced version.

➢ The Bidder shall implement the new/ enhanced version and that the Bank will bear no cost to migrate the existing functionality to the new / enhanced version.

➢ The Bidder shall apply regular patches to the licensed software including the operating system, databases and other applications as released by the Original Equipment Manufacturers (OEMs), for which the Bank will bear no additional costs. The Bidder agrees that the functioning of the CTF SOLUTION of the Bank will not be affected adversely as a result of any new releases, enhancements, patches, etc.

➢ The Bidder agrees at all times to meet the service levels as specified in this RFP document.

➢ The Bidder shall maintain the entire IT infrastructure for all the components implemented under this tender and subsequent agreement as well.

➢ User support in case of technical difficulties in use of the software, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ ancillary to the above.

➢ Installing/ commissioning the software at the designated locations/ changed designated location at no additional cost or fees or expenses to the Bank.

➢ Installing/ commissioning the upgrades/ new versions/ new releases of software at the designated locations/ changed designated location at no additional cost or fees or expenses to the Bank.

➢ The Bidder warrants that any or all program errors that are reported will be remedied.

3. Update/ Upgrade/ New Release/ New Version

➢ The Bidder/ OEM from time to time has to release Updates/ Upgrades/ New releases/ New versions and notify the Bank about the same.

➤ The Bidder/ OEM agrees that all such Updates/ Upgrades/ New releases/ New versions, as and when released during the term of warranty or ATS/AMC shall be provided to the Bank at no additional cost or fees or expenses including implementation cost during the contract period. If the software update/ patch/ upgrade requires additional resources to be used by the bidder at a later point, during the period of contract, either of his own or the OEM, the cost of the same will be borne by the bidder.

➤ Any costs incurred to upgrade the software to maintain the performance of the CTF solution during the period of the contract will be borne by the bidder.

4. Software Support

➤ The Bidder shall provide complete technical support for software problems (all licensed software provided by the Bidder as a part of this tender or maintained by the Bidder as a part of this tender) and or questions, defect and non-defect related to Bank office automation products, systems and licensed applications.

➤ The Bidder shall provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, management reporting and trend analysis and interfacing with other suppliers (as required) on behalf of the Bank.

➤ Bidder shall log any reported incident, identify it as defect or non-defect related, and tracks it till resolution. For all incidents, the Bidder will ask the Bank to assign a severity rank and handle it according to Service Levels.

➤ In the event of any dispute and/ or the commencement of arbitration proceedings the Vendor shall continue all facilities management services.

5. Application Management

The Bidder should be able to provide Application Management services to manage software applications of the Bank. Deliverables for Application support should include:

➤ Performance Monitoring & Management of application.
➤ Installation & configuration of application
➤ Availability installation & configuration
➤ Application Patch management and version control.
➤ Capacity Management.
➤ Up gradation & migration
➤ Trouble shooting of all servers product related issues.
➤ Troubleshooting Patch Management.
➤ Start, stop, and manage Application Server services.
➤ Configure and manage Application Web server.
➤ Configure and manage HTTP/HTTPS
➤ Configure & use monitoring tools provided for Application Server.
➤ Un-installation
➤ Performance management.
➤ Vendor management (Logging a call with product Vendor)
➤ Version migration, testing and implementation
➤ Backup & restoration management of application server.

➢ User management
➢ Support to known errors and problems
➢ Monitor web and Application server availability
➢ Monitor alert notifications, checking for impending problems, triggering appropriate actions.

6. Patch Management

Patch Management services will include but not limited to the following:
➢ Rollout planning.
➢ Patch Release, distribution and installation
➢ Compliance & Adherence to Information Security Policy of the Bank.
➢ Log history of patches applied is required to be maintained.
➢ Firmware updates

7. Backup/ Restore

➢ The bidder has to provide backup solution including hardware/ software/ license etc to take Backup of proposed solution.
➢ The bidder will ensure that periodic backup as per bank's policy should be taken on tape for application logs, configuration, etc.

8. Educational Qualification for Onsite Engineer:-

➢ L1 Engineer- BE / B. Tech. / MCA with minimum 3 years of experience in the field of developing / implementing trade finance Solution.
➢ L2 Engineer- BE / B. Tech. / MCA with minimum 4 years of experience in the field of developing / implementing trade finance Solution.
➢ L3 Engineer- BE / B. Tech. / MCA with minimum 7 years of experience in the field of IT Security. Engineer should be having minimum 3 years of experience on the proposed CTF Solution and should have working experience of 2 year working on the same solution as provided by the OEM.

Above mentioned Project Personnel need to sign Non-Disclosure Agreement (NDA) with the Bank before the start of the project.

Annexure – 17: Integrity Pact

(To be stamped in accordance with the stamp act)

Between
Punjab & Sind Bank
Hereinafter referred to as
"BUYER",
And

(_____

_____) hereinafter referred to as ***"The Bidder"***

Preamble

BUYER intends to award, under laid-down organizational procedures, contract(s) for_____

_____. BUYER values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, BUYER and the above named Bidder enter into this agreement called 'Integrity Pact' which will form a part of the bid.

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The authorized representative of the BUYER should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

It is hereby agreed by and between the parties as under:

Section I - Commitments of BUYER

1) BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles:

   a. No employee of BUYER, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

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

   c. BUYER will exclude from evaluation of Bids its employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process.

2) If appropriate authority of the Bank obtains information on the conduct of any employee of BUYER which is a criminal offence under the relevant Anti-Corruption Laws of India, or if

there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer (CVO) and in addition can initiate disciplinary actions under its Rules

Section II - Commitments of the Bidder

1) The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

   a. The Bidder will not, directly or through any other person or firm, offer, promise or give to BUYER, or to any of BUYER'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 an advantage during the tender process or the execution of the contract.

   b. The Bidder will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

   c. The Bidder will not commit any criminal offence under the relevant Anticorruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   d. The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

   e. The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

   f. The Bidder will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of BUYER.

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

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

1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, BUYER may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, BUYER may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.

3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, BUYER may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

1) If BUYER has disqualified the Bidder from the tender process prior to the award under Section III, BUYER may forfeit the Bid Guarantee under the Bid.

2) If BUYER has terminated the contract under Section III, BUYER may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department 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 the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders

1) BUYER will enter into agreements with identical conditions as this one with all Bidders.

2) BUYER will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders

If BUYER obtains knowledge of conduct of a Bidder or his subcontractor or of an employee or a representative or an associate of a Bidder or his subcontractor which constitutes corruption, or if BUYER has substantive suspicion in this regard, BUYER will inform the Chief Vigilance Officer (CVO).

Section VIII - Independent External Monitor/Monitors

1) BUYER is appointing Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India.

2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to the appropriate authority, BUYER, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, BUYER, giving joint findings.

3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum-Managing Director, BUYER.

4) The Bidder(s) accepts that the IEM has the right to access without restriction to all documentation of BUYER related to this contract including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Subcontractor(s) with confidentiality.

5) BUYER will provide to the IEM information as sought by him which could have an impact on the contractual relations between BUYER and the Bidder related to this contract.

6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, BUYER and request the Chairman-cum-Managing Director, BUYER to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to BUYER and the Bidder, as deemed fit, to present its case before making its recommendations to BUYER.

7) The IEM will submit a written report to the Chairman-cum-Managing Director, BUYER within 8 to 10 weeks from the date of reference or intimation to him by BUYER and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the IEM has reported to the appropriate authority, BUYER, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the appropriate authority, BUYER has not, within the reasonable time taken visible action to proceed against such

offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bidder after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of BUYER. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2) Changes and supplements as well as termination notices need to be made in writing.

3) If the BIDDER is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

5) Views expressed or suggestions/submissions made by the parties and the recommendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

6) 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.

_____ _____   _____

(For & On behalf of BUYER)   (For & On behalf of Bidder)
(Office Seal)   (Office Seal)

Place: _____   Witness
                                1_____
                                (Name   &   Address):
                                _____

Date: _____

                                Witness
                                2_____
                                (Name   &   Address):
                                _____

Annexure – 18: Parameters for Evaluation of Functional and Technical Bid

Functional & Technical Evaluation Criteria:

The marks allotted to the responses of the bidder after validation by the Bank's team in functional requirements and technical requirement score will be calculated as under:

⇨ For Functional requirement:

$$\frac{\text{Total marks obtained in each category}}{\text{Maximum possible marks (i.e. 200)}} \quad X \quad 30$$

Example: If total mark obtained is 160 for functional requirement then score will be

$$\frac{160}{200} \quad X \quad 30 = 24$$

⇨ For technical requirement:

$$\frac{\text{Total marks obtained in each category}}{\text{Maximum possible marks (i.e. 60)}} \quad X \quad 30$$

Example: If total mark obtained is 48 for technical requirement then score will be

$$\frac{48}{60} \quad X \quad 30 = 24$$

S. No.	Evaluation Criteria	Basis of Evaluation	Sub-scores	Max. Total Score
Product Capabilities				
1	Compliance of the product with the functional requirements stated in the RFP	Bidder'sresponsesinRFP responseagainsteachline itemofthefunctionalrequirements. Live demonstration of the product to the Bank.	As per bank's evaluation	**30**
2	Compliance of the product with the technical requirements stated in the RFP	Bidder's responses inRFP response againsteach line item of thetechnicalrequirements. Live demonstration of the product to Bank.	As per bank's evaluation	**30**
Credential				
3	No. of Scheduled commercial in which the Solution is implemented and in use.	Client credential letter stating the status of implementation.	**A.** 1 Bank — 10 marks **B.** More than 1banks— 12 marks	**12**
Bidder's latest experience				
4	Trade Finance solution implemented/implementing in Scheduled Commercial Banks in India in the last TWO years.	Client credential letter stating the status of implementation.	1. Implemented/ implementing within the period of last two year – 5 Marks 2. Implemented before last two years – 0 Marks	**5**
Implementation Capabilities				
5	Implementation Approach The bidder would be required to present following for each of the implementation requirements specified in the RFP	1. Responses to implementation requirements section on the RFP response 2. Bidder presentation (The presentation should be made by the proposed engagement team, as	As per Bank's evaluation	**10**

	1. Approach for implementation in the proposed solution 2. Assumptions made 3. Estimated efforts for implementation of each requirement 4. Bidder's experience of solving implementation challenges (especially in Indian PSU environments) 5. Proposed project plan and approach taken to address Implementation	mentioned in the RFP response)		
6	**Project team experience** 1. Experience Trade Finance system implementation 2. Awareness of public sector bank Trade Finance requirements 3. Local regulatory requirements 4. Number of years of relevant experience	Evaluation of CV provided in the RFP response Project team's presentation & responses to Bank's queries in presentation	As per evaluation bank's	5
7	Reference site visit	Response of reference bank	As per evaluation bank's	5
8	Infrastructure Management	OEM response	Hardware and infrastructure is managed by Software OEM - 3 Marks	3
	Total Functional and Technical Evaluation Marks			100

Annexure – 19: Parameters for Evaluation of Commercial Bid

Commercial Bid will be evaluated as per the below mentioned methodology.

LOW Bid: Lowest Bid Received

C BID: Current Bid under Evaluation

Evaluation Score of Current BID = (LOW BID / C BID) * 100

Example:

LOW BID = Rs 100/-

C BID under Evaluation =   Rs 120/-

C BID Marks =   100/120*100 i:e 83.33

All the BIDS received will be given Marks out of 100 based on lowest Bid.

Annexure – 20: Overall Evaluation and Selection of Successful Bidder

Successful bidder will be selected on the basis of combined weighted Score, wherein Functional and Technical evaluation will have weightage of 80 % and Commercial Bid will have the weightage of 20% as mentioned below. Bidder with highest score shall be recommended for award of the Contract.

- Functional and Technical - 80 %
- Commercial Bid -   20 %

Example: There are three Bidders A, B, C and have following evaluation marks:

S. NO	Bidder	Functional and Technical Marks (A)	Functional and Technical Weighted Marks (C = A*80%)	Commercial Evaluation Marks (B)	Commercial Evaluation Weighted Marks (D= B*20%)	Total Marks C+D
1	A	80	64	80	16	80
2	B	78	62.40	100	20	82.40
3	C	85	68	90	18	86

In the above Case, Bidder C will be selected as Successful Bidder based on Highest Total Marks.

Note: In case overall Marks of the Bidders are same, then Bidder having Higher Technical and Functional Marks will rank higher.

Annexure – 21: MAF for Hardware OEM

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

The Assistant General Manager
Head office Foreign Exchange Department
3rd Floor, 21 Rajendra Place,
New Delhi-110008

Sir,
REG.: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL
.
We hereby submit the following:

We, M/s_____ are the OEM of the devices/components/solution/services (as per Table A) having factories at _____ do hereby offer our quotation against the above bid invitation with our products.

Sr. No.	Components/ devices/ solution/ equipment/services Name	Model No./ Version No and Release date

(Add rows as per requirement)

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

With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second-hand components, parts, assembly are being supplied. We also ensure 100% data availability guarantee. We take responsibility of our delivered product related SLAs.

Date: _____
Place: _____

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

RFP for "Supply, Implementation, Integration, Management and Maintenance of Centralized Trade Finance Solution Including Customer Web Portal (CTF)"

Page **132** of **141**

Annexure – 22: MAF (Manufacturer's Authorization Form) For CTF

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

SUB: Request for Proposal for "SELECTION OF VENDOR FOR CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL." - Tender Ref No. _____ dated _____

Dear Sir,

We hereby submit the following:

We, M/s_____ who are the established and reputable manufacturers of the following equipment/components/devices/solution/services (as per table A below) having factories at _____ do hereby authorize M/s_____(who is the vendor submitting its bid pursuant to the Request for Proposal issued by Punjab and Sind Bank) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

Table-A

SL No.	Components/ devices/ solution/ equipment/services	Name Model No./Version No. and Release date	Components/ devices/ solution/ equipment/services conforms to all the technical specifications and requirements mentioned in this RFP

(Add as many rows as required)

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

In case the bidder i.e. M/s _____ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason),

we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours. With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second-hand components, parts, assembly are being supplied.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory: _____

Designation:_____

Seal of Company

Annexure – 23: Make In India Certificate

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

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

SUB: Request for Proposal for "SELECTION OF VENDOR FOR SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL." - Tender Ref No. _____ dated _____

Dear Sir,

(To be certified by CA/statutory auditor/cost auditor of the company (in the case of companies)

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Punjab and Sind Bank Tender No…………………. dated……………. We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____.

1. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

2. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Date: _____

Place: _____   Signature of Authorized Signatory

Name of Signatory: _____
Designation: _____
Seal of Company

Annexure – 24: Bid Declaration Certificate

(To be stamped in accordance with stamp act)

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

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

SUB: Request for Proposal for "SELECTION OF VENDOR FOR SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL." - Tender Ref No. _____ dated _____

Dear Sir,

We, the undersigned, declare that:
We, M/s……………………………(herein referred as bidder) understand that, 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. 1,00,000/-) 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 Service Level Agreement (SLA).

- 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.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____

Seal of Company

Format – 1 : Undertaking for Non-Blacklisting / Non-Debarment /NPA of the bidder

(Should be submitted on Bidder's letter head with signature of the authorized person)

Date:

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

Reg: **Request for Proposal for "SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL**." - Tender Ref No. _____ dated _____

We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfil the same.

a) We have not been blacklisted by any Nationalized Bank / Public Sector Undertaking /RBI/IBA or any other Government authority/Regulatory Body/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

b) Neither we nor our Promoters/ Directors are defaulters to any financial institution.

c) We have not been reported against by any Public Sector Bank or Indian Banks Association for any malpractice, fraud, poor service, etc

d) We have not filed for bankruptcy in any country including India.

e) We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

f) We also confirm that we are not NPA holder in any Bank/Financial Institution.

g) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

h) We also undertake that, as on date of submission of response no legal case is pending against firm that may affect.

i) We have not been put in the negative list or Blacklist by any Public Sector Bank, Financial Institution, Government Organization for breach of applicable laws or violation of regulatory prescriptions or breach of agreement for providing the EFRM Solution at the time of bid submission

Date: _____
Place: _____   Signature of Authorized Signatory
                                         Name of Signatory: _____

<u>Format – 2: Channel Partner/ Dealership/ Experience Letter From Software OEM</u>

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

We hereby certify that M/S …………………………… (Name & Address) is an Authorized Channel Partner/ Authorized Dealer/ System Integrator (Strike out the not applicable) for Supply, Installation, Implementation, and Maintenance of …………….. ………………………. (Equipment/ Solution details) of …………….. (Specify Make) manufactured by our company for the last …… (Specify) years.

Further, we certify that the Authorized Channel Partner/ Authorized Dealership/ System Integrator agreement with M/S ……………………… is in force and is valid up to …………. (Specify Period).

Further, we hereby certify that M/S …………………… is authorized to participate in the tender process for "RFP for **Supply, Implementation, Integration, Management And Maintenance Of Centralized Trade Finance Solution Including Customer Web Portal** on our behalf and submit bids. We undertake that the solution proposed in the response to this RFP is a licensed version of the product and has enterprise support from our company. We hereby undertake that the Model offered & empanelled will be available & supplied during the tenure of contract. We also undertake that none of the proposed solution will open/ contact any undeclared channel outside the respective bank's environment. We further certify that application/ software /solution provided by us is free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). A violation of the above would be considered as a breach of security and bank may proceed against us as they deem fit. Also, we confirm that our solution is implemented by us/ our Authorized Channel Partner/ Authorized Dealer/ System Integrator: M/S_____ in following organizations.
1)
2)

Further, we confirm that the undersigned is authorized to issue this letter. We also undertake that we will provide software patches for the solutions/ software provided by us for the duration of contract.

Yours Faithfully,
(Name, Designation, Address, Phone Number of the
Authorized Signatory with
Company Seal)

Note: This format has to be issued by Original Equipment Manufacturer on their Letter Head duly signed by authorized signatory/ signatories

Format – 3 : Confirmation Of Soft Copy

Date: ___/___/_____

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

Sub: Request for Proposal (RFP) for SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL.

Further to our proposal dated XX.XX.XXX, in response to the Request for Proposal (Bank's tender No._____ hereinafter referred to as "RFP") issued by Punjab & Sind Bank ("Bank") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Date : _____

Place : _____

Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____

Seal of Company

Format – 4 : Compliance Statement

Date: ___/___/_____

To
The Assistant General Manager
Head Office Foreign Exchange Department
3rd floor, 21 Bank House, Rajendra Place,
New Delhi-110008

Dear Sir,

Sub: Request for Proposal for Selection of Vendor for SUPPLY, IMPLEMENTATION, INTEGRATION, MANAGEMENT AND MAINTENANCE OF CENTRALIZED TRADE FINANCE SOLUTION INCLUDING CUSTOMER WEB PORTAL.

We certify that except for the following deviations, we agree to abide by all clauses, terms, conditions and specifications mentioned in the RFP, along with Addendums and Corrigendum.

Sr. No.	Main RFP/ Annexure No.	Clause/ Sub Clause No.	Deviation	Specific Page no. of the Response

Date : _____

Place : _____

Signature of Authorized Signatory

Name of Signatory: _____

Designation: _____

Seal of Company

Note: If there are no deviations the bidder has to give his response by writing 'NIL' in the statement. Any deviations may lead to disqualification.