

REQUEST FOR PROPOSAL (RFP)

FOR

PROCUREMENT OF SERVERS FOR

Implementation of Core Banking Solution (CBS) – 'Finacle'
For PNB Sponsored REGIONAL RURAL BANKS (RRBs)

ln

PUNJAB NATIONAL BANK

Punjab National Bank
Information Technology Division
HO: 5, SansadMarg New Delhi-110001
[Version: 1.4, Date: 25.06.2012]

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	Annexure-A :GENERAL TENDER DETAILS				
	Tender Reference	ITD/CBS/SADBA/RRBRFP			
1.	Purpose	The purpose of RFP is to solicit proposals from qualified bidders to supply, install & maintain hardware (& requisite software) to Punjab National Bank at its Data Center,			
		Delhi & at its DRS Belapur for implementing (and migrating) Core Banking Solution – 'Finacle' for in its sponsored RBBs.			
2.	Date of commencement of sale of Bidding Document	27/06/2012			
3.	Last date and time for sale of Bidding Documents	01/08/2012 14.00 Hrs			
4.	Last date for accepting the clarifications	11/07/2012			
5.	Last date for Bid Preparation & Hash Submission	01/08/2012 till 14.00 Hrs			
6.	Last date and time for online Bid Submission	01/08/2012 from 14.15 hrs to 16.00 hrs.			
7.	Last date and time for receipt Of Bidding Document	01/08/2012 17.00 HRS			
8.	Date and Time of Technical Bid Opening	08/08/2012 10.00 HRS			
9.	Place of opening of Bids	Punjab National Bank, Information Technology Division, Head Office, 5 Sansad Marg, New Delhi - 110 001			
10.	Address for communication	Punjab National Bank, Information Technology Division, Head Office, 5 Sansad Marg, New Delhi - 110 001			
11.	EMD (Refundable)	Rs.5.00 lacs (Rs. Five Lacs Only) in the form of Demand Draft in favour of Punjab National Bank, IT Division payable at New Delhi. The DD should be submitted in person at the time of bid submission.			
		In case of unsuccessful bidder, EMD will be returned after completion of the bid process (without interest). The successful bidder has to submit the Performance Bank Guarantee of 10% of Contract Value within 7 days of award of contract, valid up to 3 years & the EMD will be returned.			
12.	Cost of RFP (Non Refundable)	Rs.5000/- (Rs. Five Thousand Only) in the form of Demand Draft in favour of Punjab National Bank, IT Division payable at New Delhi. The DD			

		should be submitted in person at the time of bid submission. Please note that DD should not be enclosed in technical or commercial bid.
13.	Contact to Bidders	Interested Bidders are requested to send the email to smohan@pnb.co.in containing following information, so that in case of any clarification same may be issued to them.
		Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No., email address, Mobile No. etc.

 $\underline{\text{Note:}}$ Bids will be opened in presence of the bidders' representative who choose to attend

To

The Asstt. General Manager CBS Department Punjab National Bank Information Technology Division HO: 5, SansadMarg New Delhi- 110001

Sir,

Reg.: Our bid for procurement of hardware & Implementation of Core Banking Solution in PNB Sponsored RRBs in Punjab Nation Bank

We submit our Bid Document herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. 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.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
- Vendor means the bidder who is decided and declared so after examination of commercial bids.
- The names of shortlisted bidders after the completion of first stage (Technical Bid), and the same of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be displayed on the Notice Board of the purchaser at Punjab National Bank, Information Technology Division, 3nd Floor, Head Office, 5, SansadMarg, New Delhi-110001.

Dated at	this	day of	2012
0////			Yours faithfully,
		For	
		Signature:	
		Name :	

Introduction

PUNJAB NATIONAL BANK

Today's banking is a technology enabled service industry. Banking facilities are enabled through multiple delivery channels i.e. Branches, ATMs, Internet Banking, Mobile Banking, Call Centre, Kiosks, Corporate Websites and Social Networking Sites. Banks have made huge investments in creating technical infrastructure for providing world class facilities to their esteemed customers.

Presently, Punjab National Bank (PNB) is the second largest Bank in India with more than 53,000 employees serving over 60millions satisfied customers through its 5710 Service Outlets at more than 2951 locations pan India and growing global footprint reaching international markets like Dubai, London, Hong Kong, Almaty and Kabul.

Punjab National Bank is the frontrunner in adoption of IT & ICT enabled initiatives in providing new age technology driven banking services to its customers. PNB has always looked at technology as a key facilitator to provide better customer service and ensured that its 'IT strategy' follows the 'Business strategy' so as to arrive at "Best Fit". The Bank has made rapid strides in this direction. All branches of the Bank are under Core Banking Solution (CBS) since Dec'08, thus covering 100% of its business and providing 'Anytime Anywhere' banking facility to all customers including customers of more than 3000 rural & semi urban branches. The Bank has also been offering Internet banking services to its customers which also enables on line booking of rail tickets, payment of utilities bills, purchase of airline tickets, etc. Towards developing a cost effective alternative channels of delivery, the Bank with more than 5840 ATMs has the largest ATM network amongst Nationalized Banks.

With the help of advanced technology, the Bank has been a frontrunner in the industry so far as the initiatives for Financial Inclusion is concerned. With its policy of inclusive growth, the Bank's mission is "Banking for Unbanked". The Bank has launched a drive for biometric smart card based technology enabled Financial Inclusion with the help of Business Correspondents so as to reach out to the last mile customer. The Bank has started several innovative initiatives for marginal groups like rickshaw pullers, vegetable vendors, dairy farmers, construction workers, etc.

The following new age tech initiatives are implemented by PNB:

- Core Banking Solution Finacle from Infosys at all offices of the Bank
- Centralized Human Resource Management System (Peoplesoft) is implemented for pay-roll management and HR management.
- Enterprise wide Data Warehouse to facilitate Bank in warehousing data from OLTP systems and getting valuable information out of collected data through Data mining solutions to help the Management in decision making.

- Network Operations Centre for monitoring more than 10000 network links from Data Centre to the Branches and ATMs.
- Customer Relationship Management for managing potential client profiles and generating business by converting such potential clients.
- Bank has implemented Real Application Server technology in Core Banking Setup to cater the load of more than 5000 branches, delivery channels and other transactions load.
- Data Mart CBS MIS CUBE dashboard facility is made available for providing up-todate critical business information to the Top Management.
- Enterprisewide Document Management System (OmniDoc) is implemented for managing documentation in Forex back offices. The same is under implementation for other banking domain departments.
- On-line Credit Proposal tracking System is made available to our customers to online track the status of their loan proposals.
- Bank has procured and installed Sun Ray Desktop solution for centralized managing the desktop activities in the Data Centre. Also it helped in optimal utilization of available floor space in the Data Centre.
- Value added features like Utility bill payment, fund transfer etc. are made available through additional delivery channels.
- Treasury system from M/s Thomson Reuters has been implemented.
- Learning Management System with online assessment facility has been implemented. This enables bank to train our 53000 plus staff from their offices and home.
- Anti Money Laundering system has been implemented for transaction monitoring and regulatory reporting.
- Bank is in process of implementing several important IT initiatives like Lending Automation & Processing System; Fixed Asset Management System, Risk Management solutions etc.
- Other value added services ASBA has been implemented through branch and internet banking module.

1 BACKGROUND AND PURPOSE OF THE PROJECT

1.1 Background of the Project

Punjab National Bank has sponsored six RRB, in line with 'one state, one RRB' policy for each sponsor bank set by the Finance Ministry As the majority of the Indian population lives in rural areas, there has been a need to deliver citizen services to them in a cost effective way with assured quality

Punjab National Bank initiated roll out of Core Banking Solution-'Finacle' (Version 7.0.18) in its six sponsored RRBs in the year 2008, and achieved 100% computerization of its sponsored RRBs on 'Finacle' Core Banking Solution in April 2010. The current setup at DC caters to the need of about 1500 branches of six PNB sponsored RRBs as under:

S.N	Name of RRB	No. of	Avg. No. of	Avg. daily Max.	Max. No.
0.		Branches	Transactions	No. of Concurrent	of Users
			/day	Users	
1	Haryana Gramin Bank	229	27837	553	1534
2.	Rajasthan Gramin Bank	237	34046	533	1538
3.	Sarv UP Gramin Bank	326	62132	601	1574
4	Punjab Gramin Bank	155	21068	358	1035
5.	HimanchalGramin Bank	129	20364	297	761
6.	Madhya Bihar Gramin	430	41277	801	2389
	Bank				
	Total	1506	206724	3143	8831

The number of branches, average number of transactions per day and avg. maximum number of concurrent usersmay increase in the coming months due to organic or inorganic growth of RRBs. The number of RRBs may also increase due to a change in policy, recently announced by RBI.

The current CBS setup at DC for these six RRBs consists of following servers:

A. Database Servers

There are two-database server for six RRB with three databases installed on one server while their corresponding Stand-IN (SI) server is installed on the other Database servers. The remaining three databases are installed on the second database server with their SI DB on the first DB Server. Each DB server is a fail over of the other server, so that in case of a failure of one server we can mount the File system on the active server and resume the services.

The server configuration of servers deployed at Data Center is given as under:

 2 * Sun Microsystems sun4u Sun Fire 4800 (upgraded to 4900) with 3 US-IV+ boards on each Server. Hence, while each server caters the load of 6 databases (3 Finacle Core & 3 CSIS databases) at any instant, during exigencies, a single server has the capability to cater the load of all 12 databases.

B. Application Servers

There are two-application servers for six RRB with three instances of Finacle Application installed on one server, while remaining three instances are installed on the second application server. Each Application server is a fail over of the other server, so that in case of a failure of one server we can mount the File system on the active server and resume the services.

The ATM, other ADC services along with NEFT/RTGS services for each RRB is also be hosted on the same application servers.

The configuration of the Application Servers deployed at Data Center is given as under:

2 * Sun Microsystems sun4u Sun Fire 4800 with 3 US-IV boards on each Server.

C. Web Servers

There are two-web servers in cluster with each other for six RRB with Three instances of Web components of Finacle Application is installed on one server, while remaining three instances are installed on the second Web server. Besides, each web servers also hosts the CBC (Banc Connect) Application one each for the respective RRB it is handling. This we have tried to make the most of the otherwise sparingly used web servers.

The configuration of the Application Servers deployed at Data Center is given as under:

 2 * Sun Microsystems sun4v Sun Fire T5240 with 2 CPU UltraSPARC-T2+ on each Server.

In order to ensure secured access and independent set up for each RRB, the secured environment has been created using Solaris 10 security and Access Control List (ACL) features.

D. Storage

Storage Area Network (SAN) based storage (RAID 1+0), with approx. 2.5TB storage on "Sun Storedge 6780" has been installed to enable functioning of the CBS setup of RRBs.

E. RDBMS

Oracle 10g (10.2.0.3) is being used as RDBMS software and necessary CPU based licenses has already been procured by the Bank to support RRB CBS infrastructure.

There is no DR setup for RRB CBS setup, though all six RRB databases are recovered at DRS using Data Guard Technology of Oracle.

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1.2 Purpose of the RFP

The Bank wants to create Financial Inclusion (FI) setup for RRBs and as per its approach for the implementing the same, RRB-FI setup shall be created using RRB CBS ('Finacle') infrastructure, which would require additional compute and resources due to increased number of transactions and concurrent users. This increase in users and increased transactions due to Financial Inclusion (FI) shall be over and above the usual CBS growth, which is also expected to put additional load on the hardware currently deployed for RRB CBS setup. Although, the current servers and configuration of the servers mentioned above can handle around 3000 users across all RRB's put together and can run around 1500 branches satisfactorily, the average maximum RRB servers' utilization is reaching threshold limit, it is envisaged that current servers may not handle the additional load and there is a need to replace the existing servers. Besides, ATM services in all RRBs are being made live, which will also require additional compute. Hence envisaging a growth of in number of concurrent users and number of transactions for next 3 years, the bank wants to revamp its RRB-CBS setup at Data Center, Delhi, besides creating the DR setup for RRBs at RSC, Mumbai

 The Bank desires to procure hardware of appropriate compute which can sustain the organic and inorganic growth of RRBs for at least next 7 years.

(The expected growth for the next 3 years is mentioned in Section- 4 under "Bank's Projections for the Hardware Sizing")

The hardware procured shall be deployed to implement Infosys' Core Banking Solution "Finacle" version 7.0.18 on Oracle 10q (and subsequent versions).

The certified OS platforms for Finacle 7.0.18 version are:

- 1. Sun 5.9
- 2. Sun 5.10
- 3. AIX 5.3 ML7 (ML7 is patch level of AIX)
- 4. HP Itanium

RRB CBS application at DC and DRS is currently hosted on Sun Storedge 6780, which has sufficient capacity to meet the storage requirement (including future growth) for at least 3 Years. While the Bank shall not procure new storage box as of now, it may migrate the RRB CBS application to another mid level to high end enterprise class storage in future. The proposed hardware should hence be compatible with all enterprise class storage boxes for such seamless migration. A confirmation regarding compatibility of the proposed hardware with all the existing storages shall be obtained from the L1 vendor.

In addition to above, the Bank wishes to establish a DR site for CBS setup of RRBs at RSC, Belapur, Mumbai, which will be a replica of the solution implemented at Data Center in step -1 (above) thereby bringing its RRB Data Center and DR site on a common hardware platform. The bidder must note that DRS setup shall be 100% compute of DC.

- After creating the RRB-CBS setup (including FI setup for RRBs) at Data Center, Delhi
 and its DR Setup at RSC, Belapur, Mumbai, the Bank plans to create a MIS setup for
 RRB by utilizing the available hardware/software resources at DRS.
- The Bank also wants to create Test & Training CBS setup for about 150 concurrent users be created by the bidder at Data Center, Delhi

The purpose of RFP is to solicit proposals from qualified bidders (bidders meeting eligibility criteria defined in the RFP) for providing following hardware to Punjab National Bank Project to create CBS setup (including FI setup) for RRBs at Data Center Delhi and its corresponding DR setup at RSC, Belapur Mumbai.

- 1. Web Servers with redundancy and scalability
- 2. App servers with redundancy and scalability
- 3. DB servers with Redundancy and scalability
- 4. Other servers with Redundancy and scalability (including Backup Servers)*
- * The solution should support Bank's existing Backup Infrastructure involving SL700 Tape Library and Veritas Net backup software.
- *Servers should be certified on the Infosys' Core Banking Application "Finacle" version 7.0.18.
- The vendors desirous of bidding must ensure and submit a letter from M/s Infosys Ltd. certifying its support in the PNB Specific Environment which is proposed by the bidder in the bid.

The project involves supply & installation of hardware (& requisite software including Operating System) at Data Center & DRS, migration of existing RRB CBS database (Oracle 10g) and Finacle application from current Solaris platform to the new platform (if required), support (including on-site support on 24*7*365 basis) and maintenance of the system for at least 7 years from the date of installation.

2 Solution Requirement & Scope of Work:

Based on the projections of CBS growth given in **Section- 4 under "Bank's Projections for the Hardware Sizing"**, the vendor shall deliver and install the hardware provide the support services, and fulfill all obligations as enumerated hereunder.

- 1) Assessment of the requirement.
- 2) Delivery & Installation of hardware solution along with diagnostic testing.
- 3) Migration of Oracle RDBMS to the new platform (If required)
- 4) Migration of 'Finacle' application to the new platform (If required)
- 5) Maintenance and support for at least 7 years from the date of Installation.
- 6) Training to at least 50 officers of the team on the technology deployed.
- 7) Performance and Database Assessment Report on quarterly basis to the bank's team along with recommendations.

2.1 Proposed Architecture

Finacle (Core Banking solution) is implemented in 3 tier architecture. There are separate servers for Database, Application, Bancs Connect, Stand-in & Web services. The PCs at branches connecting to the web server through network communication are the clients. Brief configuration details of these servers are given below.

Data Base Server - This server will host the bank's database covering all CBB's (Centralized Banking Branch) connected to this data center. Oracle 10g RDBMS shall be installed on this/these servers. At any moment, there shall be at least 6 Oracle Instances running for handling 6 RRBs Core Banking databases.

Finacle Application Server – This server will host the Finacle application. The entire business logic of Finacle will reside on this component. Each RRB shall have its own Finacle application instance, which means that at any moment, there shall be at least 6 Finacle Application Instances running for 6 RRBs. Other associated services for NEFT/RTGS and ONS services shall also reside of the application server.

Web Servers— This server hosts the front-end component of Finacle for branches. These servers are the first point of contact between the branches and the DC. Each RRB shall have its own 'Finacle WEB instance', which means that at any moment, there shall be at least 6 Web Interfaces /Components of Finacle Application running for 6 RRBs. Additional third party software packages such as Apache & Resin are required by 'Finacle' Application at Web Interface level shall also be installed on Web Servers.

BancsConnect— This component will provide access to all delivery channels of the bank to Finacle. The delivery channels based services such as ATMs, Internet Banking are connected. BancsConnect server in turn will communicate with the Application Server to service request from the delivery channels. Its Infosys maintained

middleware. While ATM services have been made live for Sarv UP Gramin Bank, ATM and other alternate delivery channel services for remaining RRBs is being made live. Each RRB shall have its own BancsConnect module, which means that at any moment, there shall be at least 6 BancsConnect services running for 6 RRBs.

Central Stand In Server (CSIS) – This component will provide the data for the requests from delivery channels in case Finacle is not able to provide the data from DB Server. At any moment, there shall be at least 6 Oracle Instances running for handling 6 CSIS databases for RRBs.

While the Bank would like to minimize investments in procuring servers for RRB-CBS at Data Center and at DRS, it is desired that redundancy is maintained at each layer(i.e. Web, App and DB Layer), so as to achieve near 100% uptime for the Application for each RRB, without compromising on security and performance even during server failover.

A detailed architecture along with servers to be deployed at each layer to create the new CBS setup (including FI) for RRBs at DC & DRS must be clearly mentioned technical bid. The vendors may be asked to make a presentation before a technical committee to explain their respective proposed architecture and the scalability of the hardware to sustain RRB CBS growth for next 7 years.

(The number of RRBs is expected to increase in the coming months in wake of implementation of new RRB policy adopted by RBI.)

In addition, the Bank would like to enforce security at each layer of the CBS application, so as to ensure that each RRB instance is logically separate from its counterpart on the same machine.

The database(s) replication at DRS, Mumbai shall be done through "Oracle Data Guard" Technology.

The bank plans to use the RRB infrastructure at DRS to provide MIS services to its RRBs. A detailed architecture along with servers to be deployed at each layer to provide the MIS setup for RRBs at DRS must also be clearly mentioned in technical bid. Any additional hardware/storage/software licenses/ etc. required for the purpose must also be clearly mentioned in the technical bid.

2.2 Scope of Work:

a. The bidder has to provide complete architecture & its functionality document including hardware specifications, software applications details, process flows for each & every activity to implement Core Banking Solution "Finacle" for RRBs at PNB Data Center, Delhi & at its DRS, Mumbai (including creation of MIS setup for RRBs using RRB-DRS infrastructure). The architecture must comply to the conditions of the proposed architecture mentioned above.

- b. The bidder has to supply, install and deploy the hardware at PNB Data Center Delhi and DRS, Mumbai as per the architecture in (a) above.
- c. Bidder has to do migration of existing application on Solaris platform to the new platform if required. Migration shall involve migration of "Finacle" Application as well database & data migration to the new platform (if required).
- d. Bidder has to provide onsite personnel support on 24 X 7 X 365 basis at Data Center & DRS and must maintain the hardware/equipments supplied above for at least 7 Years after completion of the warranty period of one year from go live date.
- e. This proposed hardware should be based on a reliable and scalable architecture (the said solution will be analyzed and are subject to Bank's approval) so as to handle higher volumes and at larger number of locations all over India. Bidder shall abide by the checks and controls specified by the Bank.
- f. Bidder to ensure that the proposed software applications should meet the current guidelines & / or standards issued by IDRBT, RBI, IBA, Government authorities (if any) and should continue to comply with any amendments / changes made to these standards by the above referred authorities, without any additional cost to the Bank.
- g. **Performance Requirement:** The vendor shall ensure that average hourly CPU utilization during online peak hours (10AM-5PM) doesn't exceed 70%. In case average hourly CPU utilization during peak hours exceed 70% for more than 15 days in a month, then the vendor will upgrade / add the hardware free of cost within 15 days so as to ensure that the average hourly CPU utilization during peak hours is below 70%.
- h. Failover Criteria: During Failover condition, servers shall be able to handle the 100% load of the failed server. Servers should have redundancy available; however redundancy in terms of cluster implementation is required. In case, during failover conditions, load on the server(s) exceed 100% for more than 4 times in a year, then the vendor will upgrade / add the hardware free of cost if demand for the same is made by the Bank.

The performance and Failover Criteria mentioned above shall be applicable for the projections and for the period mentioned made in the section 4 under "Bank's Projections for the Hardware sizing". The performance and failover criteria shall be calculated on a pro rata basis for any further increase in the number of concurrent users and number of transactions.

i. System Uptime Requirements: System uptime (measured on a quarterly basis) will be calculated as per following criteria

The vendor shall maintain an up time of 99.5% and overall availability of 99.9 % for the system, subject to the following:

A maximum of downtime of 0.5% in a year, within the quarterly cut off is acceptable to the bank.

- Downtime period: Maximum of 30 minutes of down time at a stretch is acceptable to the bank on a single day.
- During failure condition, the degraded performance period should not exceed 4 hours.

The vendor shall maintain uptime of 99.5% and overall availability of 99.9*%, as mentioned above, for every 0.1% or fraction thereof of additional down time, the vendor shall be liable to pay the bank a penalty @ of 1% of the hardware value (in case there is deviation in uptime) or @1% of the contract value (in case there is deviation in availability) during one coverage period for uptime & availability calculation (3 months). The clause is applicable to warranty period and AMC period as well. The amount will be payable within 2 weeks of receipt of demand from the bank. The penalty may also be invoked for a downtime exceeding 30 minutes at a stretch on a single day or during degraded performance exceeding 4 hours on a single day.

- * The overall availability parameter may change to 99.5%, 99.0% and 98.5% in case the Bank decides for the same.
- j. In addition to security features deployed in the technology, bidder's operational procedures should ensure protection of the bank from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc).
- k. The bidder has to provide user training for at least 50 dealing officials of the bank free of cost.
- I. Bidder shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- m. Bidder shall cooperate with the Bank's internal audit teams and third-party external auditors for conducting periodical audit.
- n. Bidder will be required to provide the third party verification document for each and every person deployed in the project.
- Selected bidder will be responsible for managing the actions and activities of its personnel or the personnel of its subcontractors, etc involved in the project and will be accountable for all the personnel deployed/engaged in the project.
- p. The Bidder has to provide complete document on Business continuity plan (BCP) and Disaster Recovery Plan (DRP) for the proposed solution.

2.3 Other conditions:

- **a)** The entire activity under this facility would be guided by and conform to guidelines of PNB.
- **b)** End-to-end solution (inclusive of technology and support services) would be outsourced to one eligible Vendor initially or for a defined period as decided by the Bank.

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- c) No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- d) In the event of exit of the Vendor from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit). Prior three months notice is required to be given by the vendor. Vendor needs to sign an NDA with the Bank for non-disclosure of information.
- **e)** A detailed agreement will be done with the vendor specifying roles and responsibilities.
- **f)** Successful bidder has to enter into ESCROW agreement with the bank for the proposed solution.

2.4 Technology Controls:

- a. Proposed software applications should conform to regulatory and legal provisions (as amended from time to time) and the requirements of the bank.
- b. The proposed end-to-end solution by the selected bidder is subject to Bank's audit through off-site and on-site scrutiny throughout the tenure of the engagement. The vendor should provide solution for all the audit points raised by bank's internal/external team without any extra cost.
- c. The hardware provided should be compatible with M/s Infosys Core Banking Solution 'Finacle'. The Bidder to submit relevant certification from M/s Infosys Ltd. to support the same along with test reports, performance reports and benchmark reports.
- d. The bidder shall be solely responsible for any third party arrangements and any dispute arising between the bidder and the third party due to termination of contract or otherwise shall not affect the Bank in obtaining upgrades for the hardware /services during the period of support.

2.5 Internal & External Audit

a. All the software applications are subject to Bank's audit through off-site and onsite scrutiny. The auditors may be internal/ external.

Note: All the software applications /solutions will be subject to audit by Bank at any time.

2.6 Penalty:

- The vendor shall be liable to pay penalty @ 1% of the contract price per day subject to the maximum of 10% contract price in case of delay in delivery of system as per schedule.
- The Bank reserves the right to cancel the order in case delivery is not affected within the stipulated time and charge the vendor with penalty @ 10% of the contracted price and the vendor shall to pay the penalty within 2 weeks from the date of demand.

2.7 Inspections and Acceptance Test:

The bank shall do the acceptance test on the hardware and connected software on complete installation as per mutually agreed process and shall have right to get such test done through third party. The vendor shall provide all necessary assistance for conducting the acceptance test.

2.8 Warranty:

The vendor warrants to the bank that each machine, peripherals, programs etc shall be:

- Brand new of latest version
- Is free from defects and faults in material, workmanship and manufacture
- Conforms to the specifications as per the order and
- Measures up to performance standard set by the bank.

2.9 Warranty Period:

The period of warranty for the systems as per the details shall be for the period of 12 months from the date of acceptance of the system.

2.10 Oracle Licenses:

The Bank has already procured 24 Oracle Licenses for RRB Core Banking Solution "Finacle" in the current implementation. The bank shall reuse these existing Oracle Licenses for RRB-CBS and RRB MIS setup at DC &DRS, however depending upon the proposed and selected architecture, additional Oracle licenses shall be procured. The bidder must clearly mention the additional Oracle Licenses required for implementation of the project.

3 Eligibility Criteria

This invitation of bid is open to reputed Companies/firms who have proven experience in the Hardware implementation to DC and DRS for banks that had implemented Finacle and fulfill the eligibility criteria as laid down in this document. The bidder shall submit the details of compliance to eligibility criteria.

The eligibility criteria for the bidder are as under:

- 1. Only OEM of the hardware/equipments or their authorized distributors/ System integrators can bid. In case the OEM is not able to participate directly, they may allow their authorized partner/distributor to front-end the deal. However, in such cases, the OEM shall be held responsible to abide by Cost negotiated by its authorized partner & Terms & Conditions etc. and all the Service Level Agreements with the Bank shall have to be signed by the OEM only. In case of authorized representative a letter of authorization to this effect from OEM must be furnished. The authorization letter should mention that if authorized representative fails to meet the obligation for items supplied and / or to be supplied under this tender, then OEM would be responsible for all obligations for their items. The OEM shall ensure that only one authorized partner participate in the bid.
- 2. Bidders should quote all the servers of only one OEM.
- 3. Servers should be certified on the Infosys' Core Banking Application "Finacle" version 7.0.18.
- 4. The bidder should get it certified from M/s Infosys that hardware being provided is sufficient to handle current PNB-RRB CBS load and is scalable to handle the load of application in PNB RRB for at least next 5 years.
 - (For future increase in CBS load, the system performance shall be calculated on a pro rata basis for any further increase in the number of concurrent users and number of transactions.)
- 5. The bidder must ensure that the hardware and the underlying softwares' (including the Operating System) is supported for all current and future releases of 'Oracle' patches &versions for at least next 7 years.
- 6. The bidders should have supplied and implemented hardware in at least 3 Data centers solution globally including at least 1 implementation in India and at least one core Banking Solution in India. Documentary proof for the same to be provided. The proposed solution should have at least one successful live implementation with at least 1000 branches, processing more than 1 Lacs transaction per day.
- 7. The Bidder should have a minimum of ONE successful migration involving migration from the existing Solaris platform to the proposed solution.
- 8. The bidder should be in position to provide direct support for at least 7 years.
- 9. In case of bidders, other than the OEM, the bidder must have at least 20 Engineers, on its roll, trained by the OEM of the quoted Servers.

- 10. The bidder/OEM should be having Support offices/ Support Centers/ Support Locations with necessary support infrastructure for maintenance of Servers in at least 20 major cities / state capitals including the six cities of RRB headquarters in Rohtak, Alwar, Meerut, Patna, Kapurthala and Mandi (H.P.) or should be ready to establish support Offices/Centers/Locations in such specified cities.
- 11. The minimum turnover of the bidder should be Rs.50 Crore in the last accounting year.
- 12. The bidder should be net profit making company during the last two years i.e. 2009-10 & 2010-11
- 13. Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and who have been debarred by the Bank from participating in future tenders, will not be eligible for this tender. **Bidder to submit an undertaking in this regard.**
- 14. The bidder should have national presence and should be engaged in supplying and providing maintenance services for Server business in India at least for 3 years.
- 15. The quoted make of Servers should have been selling in India for last 1 years.(Certificate from OEM should be furnished)

4 Bank's Projections for the Hardware Sizing

Punjab Gramin Bank

Particulars	2012-13	2013-14	2014-15
SOLs*	200	220	245
Users*	650	800	900
ATMs	20	20	30
Txns	130000	195000	240000

In case of proposed merger of TWO GRAMIN BANKS the figures of Sols may go up to 300, 360, 430 respectively and And users may go up to 950, 1100, 1250 respectively

Haryana Gramin Bank

Particulars	2012-13	2013-14	2014-15
SOLs*	254	279	300
Users*	1400	1500	1600
ATMs	15	30	45
Txns	50000	60000	70000

The above figures may approximately be double if the proposed merger is carried out.

	Madhya Bihar Gramin Bank						
Particulars	Particulars 2012-13 2013-14 2014-15						
SOLS	490	540	600				
USERS	2700	2750	2800				
ATM	60	100	125				
TXNs/Day	75000	90000	100000				

HIMACHAL GRAMIN BANK							
Particulars	Particulars 2012-13 2013-14 2014-15						
SOLS	195	260	325				
USERS	900	1000	1150				
ATM	55	110	165				
TXNs/Day	23000	29000	36500				

RAJASTHAN GRAMIN BANK							
Particulars	Particulars 2012-13 2013-14 2014-15						
SOLS	266	292	322				
USERS	1820	2020	2270				
ATM	50	225	300				
TXNs/Day	49000	58000	70000				

22/55

Sarv UP Gramin Bank				
Particulars	2012-13	2013-14	2014-15	
SOLS	319	383	440	
USERS	1200	1500	2000	
ATM	30	44	75	
TXNs/Day	85000	102000	115000	

Consolidated:-

	2012-13	2013-14	2014-15
SOLS	1724	1974	2232
USERS	8670	9570	10720
ATM	230	529	740
TXNs/Day	412000	534000	631500

- 4.1 The sizing of the system should be done keeping in mind the above data
- 4.2 The system should be scalable to handle the load in case bank goes beyond the projections before March 2020.
- 4.3 Bidder must provide detailed recommendations for the configurations as it deems appropriate for the initial and subsequent years.

5 Instructions to Bidders

5.1 COST OF BIDDING:

The bidder shall bear all the costs associated with the preparation & submission of its bid and in no case the Purchaser shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5.2 BIDDING DOCUMENT:

The bidder is expected to examine all instructions, forms, terms & conditions and technical specifications in the Bidding Documents. Submission of bid, not substantially responsive to the Bidding Document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

5.3 LANGUAGE OF BIDS

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and PNB, shall be written in English.

5.4 AUTHENTICATION OF ERASURES/OVERWRITING ETC.

Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

5.5 AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Purchaser.

All amendments will be in writing and shall be delivered by hand/post/courier/fax or e-mailed to all prospective bidders, who have received the bidding document and will be binding on them. For this purpose bidders must provide name of the contact person, mailing address, telephone/mobile/Fax numbers and e-mail address on the covering letter sent along with the bids. In order to provide prospective Bidders a reasonable time to take the amendments into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for submission of bids.

5.6 BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by the vendor. The Purchaser reserves the right to select more than one vendor keeping in view its large requirements.

5.7 MODIFICATION AND WITHDRAWAL

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

5.8 REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

5.9 TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered and bid will be disqualified at PNB's discretion.

5.10 LOCAL CONDITIONS

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

5.11 CLARIFICATIONS

If deemed necessary PNB may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substance of the tender submitted or the price quoted.

5.12 BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money of Rs.5,00,000/- (Rs. Five Lacs only)in the form of Pay Order/Demand Draft favoring PUNJAB NATIONAL BANK IT DIVISION payable at Delhi and filling all the details in the format available for the same. In case of unsuccessful bidder, EMD will be returned after completion of the bid process (without interest). The successful bidder has to submit the Performance Bank Guarantee of 10% of Contract Value within 7 days of award of contract, valid up to 3 years & the EMD will be returned.

The Bid Earnest Money will be forfeited in case of:

- Withdrawal of the bid by a bidder after opening of the bid
- Successful bidder not accepting the purchase order

5.13 Release of Earnest Money Deposit:

In case of unsuccessful bids, the Earnest Money will be returned to the unsuccessful bidders after completion of the process. The Earnest Money Deposit of the successful bidders will be returned on his submission of Performance Bank Guarantee (PBG) as mentioned in 5.12 above in lieu of EMD.

5.14 OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule). The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

5.15 PERIOD OF VALIDITY:-

Bids shall remain valid for a period of one year from the date of bid opening prescribed by the Purchaser. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

5.16 BID CURRENCY:-

The Prices in the bid document shall be expressed in Indian Rupees only.

5.17 DEADLINE FOR SUBMISSION OF BIDS

Bid must be received by the Purchaser at the address specified in Bid Document not later than the specified date and time as specified in Bid Document. In event of the specified date for submission of bids being declared a holiday for the Purchaser, the bids will be received up to appointed time on next working day.

The purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance to clause "AMENDMENTS TO BIDDING DOCUMENTS", in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.18 LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bid will be rejected and/or returned unopened to the Bidder, if bidder so desires.

5.19 BIDDING PROCESS (TWO STAGES):-

For the purpose of the above scope of work, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts, Technical Bid and Commercial Bid.

5.19.1 TECHNICAL BID

TECHNICAL BID will contain the bidder's information in the format given in bid document. TECHNICAL BID will not contain any pricing or commercial information at all.

5.19.2 COMMERCIAL BID

The bidder should quote the price as per Annexure – VI. The offer should be all-inclusive the cost of hardware, implementation, migration, support etc. including taxes and other Govt. levies except Sales Tax/Service Tax/VAT/WCT, Octroi / Entry Tax which will be paid on actual basis.

The bidder will have to submit the Technical Bid and Commercial Bid separately for each Part in red laakh sealed envelopes (wax seal), duly super-scribing as under: "TENDER FOR RRB SOLUTION" and "TECHNICAL BID" or "COMMERCIAL BID" as the case may be.

TECHNICAL BID will also contain the Bidders information in the format given in bid document as per Annexure –II and eligibility criteria as per Section-3. All the Annexure should be duly signed and sealed.

TECHNICAL BID will NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected. Apart from other requirements, bidders will be technically judged/evaluated.

In the first stage, only **TECHNICAL BIDs** will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.

Under the second stage, the **COMMERCIAL BIDs** of only short listed bidders will be opened.

The bidder shall provide the commercial bid for the all the hardware/software applications/ components required in the said project, bidding company should provide unit price and total bid prices of component proposed to be supplied by them under the contract.

Prices should be shown separately for each item of equipment, software and services and other aspects as detailed in the bid documents. **Tenders not containing item wise prices are liable to be rejected.** The prices quoted should also include all rights (if any) of patent, registered design or trademark and intellectual proprietary rights and the bidder shall indemnify PNB against all claims in respect of the same.

Bidders are advised to go through payment terms as mentioned in General Terms and Conditions.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. **The authorization shall be indicated by written power of attorney accompanying the Bid.** All pages of the bid except un-amended printed literature shall be initialed by the person or persons signing the Bid.

The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid.

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5.20 SUBMISSION OF BIDS:-

The bidders shall duly seal each envelope with RED LAC SEAL (Wax Seal). The bid should be addressed to Purchaser at the following address and reach on or before the date and time mentioned on page 4 (Bid Details) and through online on website www.pnb.org.in. Bank will not be responsible for any postal delay.

To,
The Assistant GeneralManager
Punjab National Bank
CBS Department
Information Technology Division
3rd Floor, Head Office, 5 SansadMarg,
New Delhi – 110 001

Punjab National Bank Confidential

6 EVALUATION AND AWARD CRITERIA

6.1 PRELIMINARY EXAMINATION

The bids will be examined by PNB to determine whether they are complete, contain any computational errors, whether required bid security has been furnished, etc. and whether the bids are generally in order. Bids from agents without proper authorization from the manufacture will not be accepted.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantities, the unit price shall prevail and total price shall be corrected. If the bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

A bid determined as not substantially responsive will be rejected by PNB and may not subsequently be made responsive by the bidder by correction of non conformity. PNB may, at its discretion wave any minor non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

6.2 Opening of Technical Bids

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the bank. Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps. **Technically qualified and successful bidders may be called to make presentation of the solution offered by them as per the schedule decided by PNB. PNB may also visit and inspect the onsite / development centers and other installation of the bidders.**

- The technical evaluation will take into account whether the bidder has offered the state of the art hardware. The hardware should preferably be based on the 64 bit multicore processors technology, blade servers where available, Massively Parallel Processing (MPP) architecture, linear performance scalability, fault-tolerance at every level as required for mission-critical applications, high energy efficiency supporting green data centre standards, optimal use of Solid State Disks/RAMDISK to speed up processing, support for IPV4 and IPV6 protocols, fibre optic and 10 gigabit Ethernet, virtualization of every resource, multi-threaded applications, application load balancing, etc.
- The evaluation will consider whether the hardware proposed takes into account the projected volumes and offers a proven solution in load balancing active-active dual

production mode with CPU utilization not exceeding 70% at each site. The bidder's offer of management and automation tools for total control of the system will be considered.

- The evaluation will consider whether the bidder has offered a complete system as a project. The bidder will offer all peripheral equipment like DIMM, System Boards, NIC etc. to work in active-active dual production mode. However the Bank reserves the right to not procure the peripheral equipments from the bidder.
- The evaluation will consider whether the bidder has assured up gradations as and when required for the duration of the project. In case of up gradations, the Bank will have the right to renegotiate the rates (depending on the prevailing rates) and go in for higher configurations (as per the technological developments at that time). The bank also has the right to not procure the system required for up gradation (for the volumes projected for March, 2014).

The following additional key criteria will be used for evaluation of bids:

- i. Available functionalities which are critical, important and desirable.
- ii. Robustness, reliability and scalability of the hardware to offer 99.95% uptime and overall availability of 99.5%.
- iii. Financial strength of the Company and its Associates. (The bidder must not be insolvent and the credit availed from any Bank or Financial Institution should not be classified as NPA).
- iv. Bidder's management capabilities, experience in supply and support of similar solutions, project management plan and implementation methodology
- v. Support for open platforms and solutions based on latest technology
- vi. Capability of the proposed hardware to meet functional requirements outlined in this document.
- vii. Capability of the bidder to demonstrate all the required functionalities, test the scalability in their lab, etc.
- viii. Plan for upgrades, security, hot fixes for the hardware supplied/ developed by the vendor.
- ix. Experience of migration and the migration plan offered for the Bank
- x. Acceptance of terms and conditions laid down
- xi. Bidder support facilities
- xii. Cost of the project over seven years as obtained.

PNB will determine to its satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.

Technical bids of the bidders will be reviewed to determine whether these are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PNB's discretion.

The Purchaser reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Purchaser in this regard shall be final and binding on the bidders.

The purchaser shall also have the right to use the proposed solution (Hardware / software) for any of its other business requirement and finalize the Service Level Agreement (SLA) with the bidder /OEM accordingly.

6.3 Opening of Commercial Bids

After the technical evaluation, the commercial bids of the technically qualified vendors will be opened to shortlist for participation in the reverse auction.

The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as part of the final contract.

The purchaser will open the bids, in the presence of Bidders/their representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Para "Submission of Bids".

The bidders/their representatives, who are present, shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

The commercial bids shall be opened in the presence of shortlisted bidders, if they are present. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. The intimation of time and place of opening of commercial bids will be informed separately to shortlisted bidders only.

The commercial bids for only those bidders will be opened who have qualified on the basis of technical evaluation and reviewed to determine whether the commercial bids are substantially responsive. Commercial bids that are not substantially responsive are liable to be disqualified at PNB's discretion.

The total price will be the aggregate of the prices of the hardware, migration and implementation, AMC, support & Training.

Bank at its discretion shall follow Reverse auction mode of bidding. The rules and process of reverse auction shall be provided to the technically qualified shortlisted bidders. The bidder with the lowest price shall have the highest score.

The L1 price for the awarded contract will be decided as per online reverse auction process.

The technically qualified and commercially evaluated L1 bidder will be asked to demonstrate Proof of Concept (POC) free of cost. In case the L1 bidder fails to demonstrate successfully & satisfactorily within the given time frame (normally within 8 weeks of declaring the successful bidder or as per time schedule given by the bank), his/her offer will be cancelled, EMD forfeited and the offer will be transferred to the L2 bidder & so on. The L2 & subsequent bidder have to match with the L1 bidder's rate and has to demonstrate POC successfully & satisfactorily.

6.4 CANCELLATION OF BID/BIDDING PROCESS

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

6.5 SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into a contract with PNB, within 7 days of the award of the tender or within such extended period as may be specified by Bank on the basis of the Tender Document, the Tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof.

On the completion of selection process, the Bank will enter into agreement with the selected Bidder for supply, installation, migration and support. The agreement will be based on the bidder's offer document with all its enclosures, modification arising out of negotiation / clarification etc., and will include the following documents:

- Service Level Agreements(SLAs)
- Installation and implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled completion dates.
- Copies of all necessary licenses, certifications, documents, etc.

6.6 GOVERNING LAW AND DISPUTES:-

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Delhi. The Language of Arbitration will be English.

During the arbitration proceedings the Vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Delhi.

6.7 SUPPLY – TERMS AND CONDITIONS:-

VALIDITY OF RATES

The rates will be valid for a period of ONE YEAR, if not revised earlier, on review by the purchaser.

In case vendor supplies such items at a lower rate to any other organization during the validity period of rate contract with the Bank, vendor will be required to pass on such price benefit voluntarily to the Bank. Vendor will be required to submit an undertaking to this effect.

6.8 CONTACTING THE PURCHASER:-

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

6.9 USE OF CONTRACT DOCUMENT AND INFORMATION:-

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

6.10 PATENTS RIGHTS:-

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

- i. The vendor shall, at their own expense, defend and indemnify the purchaser against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- ii. The vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible, including all expenses and court and legal fees.
- iii. The purchaser will give notice to the vendor of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

iv. The vendor shall grant to the purchaser a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity

ASSIGNMENT:-

The Vendor shall not assign to anyone, in whole or in part, it's obligations to perform under the contract, except with the Purchaser's prior written consent.

7 GENERAL TERMS AND CONDITIONS

7.1 ACCEPTANCE OF ORDER

The bidder shall give acceptance within 7 days from the date of order. However, Bank has a right to cancel the order, if the same is not accepted within the stipulated period from the date of the order.

7.2 DELIVERY PERIOD

The solution should be delivered within 8 weeks from date of placing the Purchase Order.

7.3 TAXES

The Unit Cost should be inclusive of all Taxes, statutory levies except Sales tax/service tax/VAT/Octroi/Entry tax. Octroi/Entry tax, if any payable, will be paid to the bidder on actual on production of original receipt.

7.4 PAYMENT

Payment will be made as per the following schedule: -

- Delivery and Installation of Hardware/Software.
- Migration of Current RRB Data & Application
- Post Live Implementation
- Completion of Warranty

S. No.	License Cost
1	10% on completion of UAT (i.e. after installation & migration of Test & Training
	Server at Data Center and UAT of at least one RRB database)
2	30 % on Migration of all current RRB Data & Application and go live of at least
	four RRBs at Data Center.
	40 % on Migration of all current RRB Data & Application and go live of all six
	RRBs at Data Center and DRS.
3.	10% after 3 months of GO Live of integrated complete solution (including MIS
	setup at DRS)
4.	10% after expiry of warranty or after vendor gives a bank guarantee of
	equivalent amount valid for one year to the bank.

S. No.	Implementation Cost
1	90% on GO Live of integrated complete solution
2.	10% after expiry of warranty or after vendor gives a bank guarantee of equivalent amount valid for one year to the bank.

Payment of ATS will be made yearly basis in advance.

NOTE: TOTAL COST INCLUDES COST OF ALL ITEMS CONTAINED IN THE SPECIFIC PURCHASE ORDER.

In case of delayed delivery / part delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation. Bidder shall quote all the figures in numbers followed by in words enclosed in brackets in all commercial bid.

7.5 WARRANTY

The solution should have a comprehensive on-site warranty of one year after live implementation of software applications. * Live implementation means that after user acceptance and audit clearance the complete system is ported on the production environment and the successful run of the complete system in live environment.

Warranty should cover trouble shooting, removing bugs/errors and enhancement (if required). There will be no charges for additional customization during warranty. All upgrades / updates / new version releases will be provided during warranty period free of cost. During implementation phase if any upgrades / updates / new version releases comes, it should be implemented free of cost. Vendors will ensure smooth functioning of the package for the first 6 months by deputing one on-site support engineer at bank's identified site from 9: 00 AM to 6:00 PM on all days for the 6 month period(except national holidays). The vendor shall also ensure the requisite knowledge transfer to the identified staff of the Bank for maintenance of the system subsequent to the initial on-site support period of 6 months.

7.6 ANNUAL Maintenance Contract (AMC)

AMC will start after completion of warranty period. AMC should cover trouble shooting, removing bugs/errors (if required). All upgrades / updates / new version releases will be provided during AMC period free of cost. Vendors will ensure smooth functioning of the software package (If any) including the underlying Operating System during AMC through on-line/ off-site support on all 7 days. The shortlisted vendor should support for at least7 years after completion of the warranty. On- site support cost should be mentioned separately.

7.7 PENALTY CLAUSE

The requested hardware should be delivered within 8 weeks of placement of Order and bidder should give a certificate that all modules have been deployed in our server. Penalty @1 % of the product cost per day (subject to a maximum of 10% of product cost) will be applicable for late delivery of the software. If the product is not delivered within 3 months

from the scheduled delivery date, bank has the right to cancel the whole order and blacklist the company.

Penalty is also applicable in case of delaying in live implementation or migration (of database and application) of the software product. Implementation schedule will be mutually agreed by the bank and the bidder before deployment of the product. 1% of the implementation cost will be deducted as penalty per week for delaying in implementation as per schedule, (subject to a maximum of 25%). If implementation delay exceeds 3 months, bank will be free to cancel the contract besides claiming entire amount (paid by the Bank on delivery of the software) with interest @ 18% per annum of the Payment made along with additional 10 % penalty charge.

7.8 TERMINATION OF CONTRACT

The quality of services given by the service providers will be reviewed every six months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.

7.9 Other conditions:

- I. The entire activity under this facility would be guided by and conform to guidelines of PNB, government agencies, legal provisions etc if any.
- II. End-to-end solution (inclusive of technology and support services) would be outsourced to one eligible Bidder initially / consortium for a defined period, to be reviewed by bank for time to time.
- III. No right to employment in the Bank shall accrue or arise, at any point of time under this project to any of the bidder or its personnel or agents.
- IV. In the event of exit of the Vendor from the project, all the records & confidential information as would be required by the bank shall be handed over to the bank in form (as prescribed by the Bank at the time of exit).
- V. Bank reserves the right to change the Vendor with one month's notice to the concerned person.
- VI. A detailed agreement will be done with the vendor specifying roles and responsibilities.

ANNEXURE-A

8 Documents required in Bid (Sealed Cover)

- 1. Check List of items (as per bank's requirement) ticked and signed (Annexure-VII)
- 2. References of successful implementation along with the feedback and contact details of the sites where implemented.
- 3. Eligibility of Bidders as per Annexure-I.
- 4. Bidders' information as per Annexure-II
- 5. Compliance statement as per Annexure-III
- 6. Performa for commercial offer as per Annexure -VI
- 7. Any other document indicating the feature of the product.
- 8. Last three years audited balanced sheet and profit and loss account statement.
- 9. Bid Earnest Money in the form of Demand Draft.
- 10. Schematic diagram of Proposed Solution
- 11. Detailed Implementation plan (with duration of implementation & roadmap for the same)
- 12. Undertaking of compliance of upgrades.
- 13. Power of attorney to submit the bid.
- 14. Signed copy of the RFP
- 15. Letter of Authorization for granting the person the right to sign the bid and binding the bidder as the constituted attorney of the company. **Annexure-B**

ANNEXURE-B

LETTER OF AUTHORIZATION

ASSITANT GENERAL MANAGER, PUNJAB NATIONAL BANK HEAD OFFICE- ITD 5 SANSAD MARG NEW DELHI-110 001

NEW DELHI-110 001			
		DATE:	
),
DEAR SIR,			
WITH REFERENCE TO YOUR AUTHORIZE			; I HEREBY (DESGINATION) TO
HIS/HER SIGNATURE IS ATTESTED	D BELOW.		
THANKING YOU.			
YOURS SINCERELY,			
NAME			
DESIGNATION SEAL OF THE COMPANY			

ANNEXURE-I

PRE QUALIFICATION FOR BIDDERS SUPPLYING & MAINTAINING hardware for creating RRB-CBS setup at Data Center, Delhi and at DRS Mumbai

The minimum qualification criteria for the bidders are as under: -

Prequalification Criteria	Compliance	Details of Proof
	(Yes/No)	Attached
The bidder should have national presence and		
should be engaged in supplying and maintenance		
services for Server business in India at least for 3		
years.		
In case of Bidders, other than the OEM, the bidder		
must have at least 20 Engineers, on its roll, trained		
by the OEM of the quoted Servers.		
The bidder/OEM should be having Support offices/		
Support Centers/ Support Locations with necessary		
support infrastructure for maintenance of Servers in		
at least 20 major cities / state capitals including the		
six cities of RRB head Offices in Rohtak, Alwar,		
Meerut, Patna, Kapurthala and Mandi (H.P.) or		
should be ready to establish support		
Offices/Centers/Locations in such specified cities.		
The services are to be provided by the successful		
bidder and OEM. (Annexure –IV)		
The bidder should be either Original Equipment		
Manufacturer (OEM) of Servers or their authorized		
representative in India. In case of authorized		
representative, a letter of authorization to this effect		
from OEM must be furnished. The authorization		
letter should mention that if authorized		
representative fails to meet the obligation for items		
supplied and / or to be supplied under this tender,		
then OEM would be responsible for all obligations		
for their items.		
The turnover of the bidder should be minimum Rs.		
50 Crore in the last accounting year.		
The bidder should be net profit making company		
during the last two years i.e. 2009-10 & 2010-11.		
Bidders to quote for Servers of only one OEM.		
Either OEM or only one of his authorized		
representatives in India shall participate in the		
tender.		

The bidder must ensure that the hardware and the	
underlying software's (including the OS) is	
supported for all current and future releases of	
'Oracle' patches & versions for at least next 7 years.	
Bidders who have not satisfactorily completed any of	
the earlier contracts with the Bank and who have	
been debarred by the Bank from participating in	
future tenders will not be eligible for this tender.	
(Bidder to submit an undertaking in this regard)	
The quoted make of Servers should have been selling	
in India for last 1 years.(Certificate from OEM should	
be furnished)	
The bidder should get it certified from M/s Infosys	
that hardware being provided is sufficient to handle	
current PNB-RRB CBS load and is scalable to handle	
the load of application in PNB RRB for at least next 7	
years.) *
The bidders should have supplied and implemented	
hardware in at least 3 Data centers solution globally	
including at least 1 implementation in India and at	
least one core Banking Solution in India.	
Documentary proof for the same to be provided. The	
proposed solution should have at least one	
successful live implementation with at least 1000	
branches, processing more than 1 Lacs transaction	
per day.	
The Bidder should have a minimum of ONE	
successful migration involving migration from the	
existing Solaris platform to the proposed solution.	
Servers should be certified on the Infosys' Core	
Banking Application "Finacle" version 7.0.18.	
Tamming Approached Tribate Version 710/161	

Signature

Seal of Company

ANNEXURE-II

Bidder's Information

Name :

• Constitution :

Address :

• Names & Addresses of the Partners if applicable :

Contact Person(s) :

Telephone, Fax, e-mail

Number of years of experience in Server business :

 Please give brief financial particulars of your firm for the last 3 years (2008-2010) along with the volume of business handled.

(The information will be kept confidential)

Year	2008-09	2009-10	2010-11
Net Profit			
Total Turnover			

- Revenue earned through currency handling operations:
- Is company ISO Certified, if yes provides information along with true copy of certificate?:

Signature and Seal of Company

ANNEXURE-III

COMPLIANCE STATEMENT

TERMS AND CONDITIONS COMPLIANCE

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure, addendum and corrigendum

Signature and Seal of Bidder

TECHNICAL COMPLIANCE

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

List of deviations

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

Signature and Seal of Bidder

(If left blank it will be construed that there is no deviation)

ANNEXURE-IV

SERVICE SUPPORT DETAILS

Lo	cation		Status	of	No.	of	
Addresses	Telephone	Fax	Office		maintenance		min. stock
		No.	working		Engineers		available at all
			days	&			time
			hours				
	/ 2 ,						
							ĺ

Signature and Seal of Bidder

ANNEXURE-V

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 5 YEARS)

NAME OF BID

NAME OF FIRM

Order Placed by Full Address of Purchaser	Order No. and Date	Description and Quantity of ordered Equipment	Value of Order	As per contract	Actual	Remark reason for late delivery	Performance of equipment (Attach certificate from
							customer)

Signature and Seal of Bidder

ANNEXURE VI

Format for Commercial Bids

A. Rates for Server

Sr.No	Description	Configuration	Unit Cost	No. of Units Required (as per Proposal)	Total Amount Quoted (In Rs.)
1					
2					

B. Rates of Other Equipments/Hardware Components/Software Required Implementing the Solution

S. No.	Description	Unit Cost	Total (in Rs)	Cost
1.				

C. Rates of Oracle Licenses Required Implementing the Solution

S. No.	Net Oracle Licenses Required**	Unit Cost of Licenses	Amount (In Rs.)
1			_

D. Implementation Charges

S. No.	Description	Amount (In Rs.)
1		

E. Data & Application Migration Charges

S. No.	Description	Amount (in Rs.)
1	Oracle RDBMS & Data Migration	
2	Finacle Application Migration	

F. Annual Maintenance Charges

G. 24 * 7*365 Onsite Support Charges (per annum)

NOTES:

1. Prices should include all taxes, statutory levies except Sales tax/service tax/VAT/Octroi/Entry tax on the final finished supplies tendered for. Octroi/Entry tax, if any payable, will be paid to the bidder on actual, on production of original receipt.

2. ** The number of Oracle Licenses to be quoted should be net of Oracle Licenses (i.e. Total Oracle Required for implementing the solution – Oracle Licenses already available with the Bank)

3. L1 CRITERIA:

(A+B+C+D+E+((F+G)*7))

F & G: it will be multiplied with 7 i.e. AMC for 7 years after the warranty period

- 4. The vendor must submit Four Separate Commercial Bids, one each for maintaining the overall availability criteria of 99.9%, 99.5%, 99.0% and 98.5% respectively.
- **5.** Each of the four commercial bid should be submitted on a separate envelope with wax seal duly super-scribing as under:

"COMMERCIAL BID for maintaining an overall availability of 99.9%/99.5%/99.0%/98.5%"

- **6.** Bank shall decide the overall availability criteria and inform the same to all the eligible vendors before opening the commercial bids.
- **7.** Only the commercial bids to the availability criteria decided by the Bank shall be opened.
- **8.** Any column left blank by the bidder will result in disqualification of the bid.

Signature & Seal of the Bidder

ANNEXURE VII

CHECK LIST

9 Technical Bid

		Attached	Page	No
SI.	Documents	in Bid (Yes/No)	Fro m	То
1.	Letter from Bidder to Bank (Page 3 of RFP)			
2.	Supporting documents in respect of minimum qualification criteria as per Annexure – I			
3.	Bidders Information as per format as per Annexure – II	VAI		
4.	Bid Earnest Money in the form of Demand Draft			
5.	Acceptance of the terms and conditions and compliance of Technical specifications as contained in Annexure – III			
6.	Last year's audited balanced sheet with profit and loss account statement.			
7.	Service Support Details as per Annexure - IV			
8.	Performance Statement as per Annexure –V			
9.	Technical Offer indicating compliance to the Bank's requirement as per Technical specifications			
10	Schematic diagram and documentation of the Proposed			
	Solution			
11	Any other document indicating the feature of the product			
12				
	Certificate of Incorporation in case of corporate bidder.			
13	ISO Certification document, if any			
		1		

Annexure -VIII

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT

This C	Confidentiality –cum- Nondisclosure Agreement is entered into at on
If it is not a	thisday of20, between(Insert Name of the
company,	Service Provider) a company within the meaning of Companies Act, 1956, having
Constitution	its Registered Office at(herein after called 'Service Provider')
and address	and Punjab National Bank, a Body Corporate constituted under the Banking
be stated	Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head
appropriately.	Office at 7 BhikaijiCama Place, New Delhi – 110 066 and inter-alia, its
	Information & Technology Division at 5 SansadMarg, New Delhi $-$ 110 001 (herein after referred to as 'PNB').
	ervice Provider and PNB would be having discussions and negotiations concerning the

Now this Agreement witnesseth:-

1. Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidentiality:

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far

- as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.
- 3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:
 - (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
 - (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
- 4. Limit on Obligations: The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:
 - a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
 - b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
 - c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
 - d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
- 5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.
- 6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

Attn:_	Attn
7.	Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for years following the term of the Agreement dated
	Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or

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

(PNB)

8.Damages

M/S

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

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. **Miscellaneous**

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

- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s
Authorised Signatory
Shri
Designation
For Punjab National Bank
Authorised Signatory
Shri
Decignation

Annexure-IX

REVERSE AUCTION GUIDELINES

Initiation on the Bid Process

Opening bid price and bid decrements will be intimated at the start of the bidding process by the means of on-line messages. In case of not receiving the details, the supplier has to inform PNB system administrator one hour before the scheduled event time through email and request for the details.

Opening Price

Opening price is the upper/ceiling price of the contract value fixed by PNB for the lot / item. Suppliers can bid only lower than the opening price in case of Reverse Auctions (Bid price would be based on the total price arrived at by multiplying specified quantities with unit rates and summing up for the entire requirement).

Weightage / Loading Factor

This factor shall be incorporated by the system automatically during the event. This factor is the effect of financial implication arising out of the deviation taken by the Bidder in the Bid.

Auction Types

Bank may either go for "Price Based Auction" wherein the price quoted by each bidder is shown to all the participants or "Rank Based Auction" wherein only rank of the particular bidder is visible instead of price.

Alias Name

Each bidder will be given a unique alias name, generated by the system and informed by system generated email. Bidders can see the bids of other suppliers but the real name will not be visible on the screen. Complete schedule of the auction will be intimated through system generated emails to the participating suppliers. The normal duration of Reverse auction will be 1 hour (60 minutes) with provision of auto extension as per auction rules to be decided by Negotiation Committee before start of auction. The Bid Extension rules shall be governed after the expiry of the auction time earlier set and decided before start of Event. In the event, a bidder is placing his bid in last 5 minutes of the scheduled end time of the event, the event will get automatically extended for next 5 minutes infinitely. The auction time will get automatically extended so as to give other bidders an opportunity to participate and give a better offer. In the event of any typographic error while posting the bid, the auction would still get extended so as to allow the bidder an opportunity to correct the mistake. Screen will refresh automatically in every seven (7) second. It is recommended to manually refresh screen by pressing F- 5 from keyboard, if no changes are seen on screen for unusual period.

Bid Decrement

Bid Decrement is the minimum fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid decrement is usually calculated 0.25% of the opening price. However PNB reserves the right to decide appropriate bid decrement factor. Bidders should enter the next bid price considering the Bid Decrement, with reference to self bid for Rank Based Auction and L1 bid with reference to Price Based Auction. However in no case, would the system accept modification to a higher value.

Auto Bid

Auto Bid is enabled from the start time of bidding. Once the vendor activates this feature in the system, the system places bid on behalf of the vendor as per the next bid decrement until the time the auto bid amount gets out-bided by another participating vendor. In case more than one vendor is using the auto bid facility, then the vendor who first initiated the auto bid functionality would be considered the active bidder. In the event of auto bid feature when prices are equal, under such possibilities the bidder, who has first initiated / invoked the option of auto bid, shall be considered the active bidder and given preference.

Surrogate Bidding

Surrogate bidding is not allowed.

Consortium Bidding

Consortium bidding is not allowed.

Price Break Up

Bidders are required to submit the price break up of the final bid price just after the event on to the format/ price breakup sheet.

Mistake Proofing

If a bid placed X times below or higher of the bid decrement / increment as decided by PNB, a warning message will be flashed on screen to confirm the placed bid. Bid once placed will not be deleted in any circumstances and the bidder will be bound to deliver the item on the quoted bid.

Average Price Bidding

if a bidder quoting higher prices, higher by more than a stipulated variation factor as compared to the average quoted prices (of all technically qualified bidders), the same bidder shall not be called for reverse auction process

The following term and conditions are deemed as accepted by vendor on participation in the bid event

Bidders/ participants are deemed to have accepted the auction rules on participation at the bid event. Participation in a bid event is by invitation from PNB. Any other supplier does not automatically qualify for participation. PNB will make every effort to make the bid process transparent. However, the award decision by PNB would be final and binding on the bidders.

1. You agree for non-disclosure of trade information regarding the purchase, identity of

- PNB, bid process, bid technology, bid documentation and bid details.
- 2. You cannot change price or quantity or delivery terms (or any other terms that impact the price) post the bid event.
- 3. You agree to furnish the item rate form within the stipulated time after the bid event.
- 4. You cannot divulge either your bids or those of other suppliers to any other external party.
- 5. Technical and other non-commercial queries (not impacting price) can be routed to the respective PNB contact personnel indicated in the RFP.
- 6. You understand the auto bid process to safeguard yourself incase of technical failure. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of PNB.
- 7. You should be prepared with competitive price quotes on the day of the bidding event and participate in the online bidding event as per the schedule. Submit the item wise price break up for all the items as per your last bid price in the stipulated time as per the schedule immediately after the online sourcing event. The bidder has to necessarily quote for all the items listed in the BOQ. In case of incompleteness of the bid, the same may be rejected.

NOTE -

- 1) If two or more bidders are technically eligible, we may also initiate the process of reverse auction.
- 2) Bank reserves the right to hold Reverse Auction /or call L-1 bidder for negotiation.