

# PUNJAB NATIONAL BANK



**(OPEN TENDER)**

**Request for Proposal (RFP)  
for Onboarding of Vendor for Infra procurement  
and SI for Generative AI implementation.**

**(RFP Ref. No. PNB/HO/CPD/RFP/GenAI//2024-25 Dated: 11.12.2024)**

**CENTRALISED PROCUREMENT & PARTNERSHIP DIVISION,  
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NEW DELHI - 110001  
Tel: (011) – 23724596**

## DISCLAIMER

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

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal ((hereinafter individually and collectively referred to as “Bidder” or Bidders respectively). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. 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 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. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder’s risk and may result in rejection of the Bid. The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Following terms are used in the document interchangeably to mean:

1. Recipient, Respondent, Bidder means the respondent to the RFP document.
2. RFP means the Request for Proposal document.
3. Proposal, Bid means "Response to the RFP Document".
4. Tender means RFP response documents prepared by the Bidder and submitted.
5. Vendor means the successful bidder who is selected by the Bank as per eligibility and selection criteria mentioned in the RFP
6. CBS means Core Banking Solution implemented in the Bank.
7. DC means Data Centre located at Delhi.
8. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
9. Purchaser/Bank/PNB means Punjab National Bank.

## Invitation for Request for Proposal (RFP)

PNB invites proposals from reputed bidders for procurement FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION. This RFP may be downloaded by the bidders free of cost from the GEM Portal ([www.gem.gov.in](http://www.gem.gov.in)). All the documents and process related information are also published on the PNB Website

## Common Terms of Reference / Definition

### ABBREVIATIONS

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

S No.	Abbreviations	Description / Full form
1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	API	Application Programming Interface
4.	AI	Artificial Intelligence
5.	BFSI	Banking, Financial Services, and Insurance
6.	EDR	Endpoint Detection and Response
7.	BG	Bank Guarantee
8.	BOM	Bill of Material
9.	DD	Demand Draft
10.	DI	Delivery Instructions
11.	DIT	Department of Information Technology
12.	EMD	Earnest Money Deposit
13.	OEM	Original Equipment Manufacturer
14.	OSD	Original Software Developer
15.	GST	Goods and Service Tax
16.	HO	Head Office
17.	EBP	External Business Partners
18.	LD	Liquidated Damage
19.	MSE	Micro and Small Enterprises

20.	MSME	Micro Small Medium Enterprises
21.	NEFT	National Electronic Funds Transfer
22.	NI Act	Negotiable Instruments Act
23.	EOL	End of Life
24.	EOSL	End of Support life
25.	UAT	User Acceptance Testing
26.	RTGS	Real Time Gross Settlement
27.	POST	Power ON Self-Test
28.	MOP	Method of Procedure
29.	RCA	Root Cause Analysis
30.	AES	Advanced Encryption Standard
31.	BCP	Business Continuity Planning
32.	CBS	Core Banking Solutions
33.	CLI	Command Line
34.	CUG	Closed User Group
35.	DC	Data Center
36.	DR Site	Disaster Recovery Site
37.	GRE	Generic Routing Encapsulation
38.	GUI	Graphical User Interface
39.	HTTPS	Hyper Text Transfer Protocol Secure
40.	IDRBT	The Institute for Development & Research in Banking Technology
41.	ISO	International Organization for Standards
42.	LOI	Letter of Intent
43.	NDA	Non-Disclosure Agreement
44.	NDR	Near Data Center
45.	NMS	Network Management System
46.	NOC	Network Operation Center
47.	OEM	Original Equipment Manufacturer
48.	OSD	Original Software Developer
49.	CERT-IN	Indian Computer Emergency Response Team
50.	P&L	Profit and Loss
51.	PBG	Performance Bank Guarantee

52.	PO	Purchase Order
53.	PSB	Public Sector Bank
54.	PSU	Public Sector Undertaking
55.	QoS	Quality of Service
56.	RFP	Request For Proposal
57.	RRB	Regional Rural Bank
58.	RTGS	Real Time Gross Settlement
59.	HCI	Hyper converged infrastructure
60.	SI	Security Integrator
61.	SOC	Security Operation Center
62.	SLA	Service Level Agreement
63.	TCO	Total Cost of Ownership

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## **1 PART – A – GENERAL TERMS AND CONDITIONS**

### **1.1 Introduction**

Punjab National Bank is one of the leading nationalized Banks, headquartered in New Delhi. The Bank started its operations on 12th April 1895. Throughout the journey of more than 125 years of existence, the Bank has expanded its network across the country and marked its presence outside India and at present the Bank has more than 10,900 branches and 13500 ATMs (onsite and offsite) all over the country and various offices at Dubai, Bhutan, UK etc. The Bank has 22 Zonal Offices and 139 Circle offices controlling these branches/ ATMs besides specialized service branches, DC/DRS, training establishment and other offices. The Bank also has various Subsidiaries, Associates and Joint Ventures including 9 RRBs (Regional Rural Banks).

For further details, you can visit to Bank's website [www.pnbindia.in](http://www.pnbindia.in)

### **1.2 Language of the Bid**

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

### **1.3 Contact to Bidders**

Interested Bidders are requested to send their queries and representations, if any, related to the said tender, only on the below mentioned email IDs:

1. sourish.mondal@pnb.co.in
2. saikrishna@pnb.co.in
3. cppd.processing@pnb.co.in

or the officials may be contacted on the following Contact Number: 011-23724596 from 10AM - 5PM on Bank's working days

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

4. The Assistant General Manager  
Punjab National Bank,  
Centralised Procurement & Partnership Division  
HO:CPPD, 5 Sansad Marg,  
New Delhi 110 001

The communication sent should contain the containing following information of the Bidder, so that in case of any clarification the same may be share with them:

- (a). Name of Bidder
- (b). Contact person

- (c). Mailing address with Pin Code,
- (d). Contact Number.
- (e). e-mail etc.

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

#### **1.4 Board Resolution Copy With Authorization Letter/ Power of Attorney**

In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of the authorization is to be submitted AND in case the authorized person delegates authority to another person of the company to sign the Bid documents, Power of Attorney preferably in original (from authorized person executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the bid documents, execute contract/agreements with the Bank on behalf of the company. This is to be submitted for all the Bidder(s) and OEM(s) involved.

Alternatively, OEMs may also submit the document as per the Annexure –16 (Authorization Letter) - issued by the Competent Authority of the Company for the Authorized Signatory instead of the above documents.

None of the above documents shall be required from the OEM in case the RFP documents related to the OEM are signed by the Director of the Board of the company.

#### **1.5 Performance Bank Guarantee**

The successful bidder shall submit a performance Bank guarantee of 5% of the contract value. The PBG should have validity of at least 66 months with a claim period of additional 6 months. In case due to any reason, the validity of the PBG expires before the completion of the contract period, the same shall have to be extended by the Bidder with the same terms and conditions. In case Bank extends the contract, the PBG shall have to be extended till the period of extension with same terms and conditions.

1. The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:
2. The successful bidder will have to submit Performance Bank Guarantee amounting to 5% of contract value within one month of acceptance of purchase order & initially valid for a period of 66 months with claim period of another 6 months.

3. The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.
4. The Performance Bank Guarantee shall act as a security deposit and either in case the Successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.
5. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Successful bidder is not able fulfil any or all material conditions specified in the Agreement or is unable to complete the project within the stipulated time.
6. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract / to comply with the terms and condition of RFP, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
7. In case the contract is getting extended, the Vendor shall submit the Performance Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period. The Successful bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.
8. No interest on PBG will be paid by Bank.

### **1.6 Bid Earnest Money**

Bidder has to submit the Bid Earnest Money (EMD) (Registered MSE and Startup-India bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favouring PUNJAB NATIONAL BANK, CPPD DIVISION New Delhi and filling all the details as per specified Annexure-9. The BG should have a validity of at least 6 months from the date of submission of the bid with claim period of another 3 months. The BG/ details of EMD should be submitted at the time of bid submission. Following categories of Bidders shall be exempted from furnishing EMD/BID Earnest Money:

- i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid

- submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade(DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
  - iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
  - iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
  - v. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
  - vi. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
  - vii. Central / State PSUs.
  - viii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding Udyam Registration and are manufacturer of the offered Product

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

Details for online payment:

IFSC: PUNB0976200

Bank & Branch: Punjab National Bank, HO Building, Dwarka

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

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

### **1.7 Modification and /OR withdrawal of Bids**

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

### **1.8 Contacting the Purchaser**

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, bid comparison or contract award decision may result in the rejection of the bid. Bank 's decision will be final and without prejudice and will be binding on all parties.

### **1.9 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 and/ or Financial Document/Excel Upload on GeM. Failure to do so shall make the bid liable to be rejected.

## **1.10 Terms and Conditions of the Bidding firms**

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

## **1.11 Local Conditions**

**1.12 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. Terms and Conditions**

### **1.12.1 Purchaser'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 Bank 's action. The Bank reserves the right to accept or reject any technology proposed by any bidder.

### **1.12.2 Service Level Agreement**

The Bidder shall have to enter into an agreement with Bank as per the terms and conditions of this RFP and it's subsequent Corrigendum/ Corrigenda.

The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP.

Within **30 days** of receipt of the Order/Letter of Intent, the selected Bidder shall sign and date, the Service Level Agreement (SLA), on stamp paper of appropriate value, in format of the Bank and return it to Bank. The Bidder, however, may submit the SLA Form they like to execute. It is prerogative of the Bank to accept the same or to modify. It is reiterated that the Contract/SLA to be entered into by the Selected Bidder shall be as approved by the Bank only. Bank expects that the Bidder shall be bound by the Service Levels described in this document. The SLA will be monitored and reviewed on a monthly basis.

### **1.12.3 Opening of Bids**

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

#### **1.12.4 Clarification of Bids**

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

#### **1.12.5 Authentication of Erasures/ Overwriting etc.**

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

#### **1.12.6 Arithmetical errors**

Arithmetical errors will be rectified as follows:

- a) If there is any discrepancy in total amount with (multiplication of unit rate and Multiplication factor), unit rates will prevail, and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- b) If there is any discrepancy between words and figures, the amount will be recalculated as per point 'a' mentioned above.

#### **1.12.7 Bid Currency**

Prices shall be expressed in Indian Rupees only.

#### **1.12.8 Validity of Contract**

The contract shall remain valid in case of amalgamation/ merger/ acquisition of the Entity with any other entity or vice-verse. In case of change of name of the new entity, the SLA shall have to be signed with the new entity with the same rates, terms and conditions as per the existing contract.

#### **1.13 Additional Terms and Conditions**

Following additional terms and conditions shall apply to the evaluation process:

##### **1.13.1 Procurement through Local Suppliers (Make in India)**

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020, Revised Order

dated 19.07.2024 and further revisions , if any. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 and further revisions, if any for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 20%.

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bank may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints. Bank may prescribe fees for such complaints. 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. A supplier who has been debarred by any organisation for violation of the Order shall not be eligible for preference under the Order for procurement by Bank during the duration of the debarment.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product, service and works.

### **1.13.2 Purchase Preference to MSE**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must

be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference shall be applicable to all registered MSE as per Govt. of India guidelines.

### **1.13.3 Contacting Bank or Putting Outside Influence**

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

### **1.13.4 Cancellation of Bid/ Bidding Process**

PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

### **1.13.5 Land Border Clause**

Any bidder (including their subcontractor(s), if any), OEM, OSD from a country which shares a land border with India shall be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance. Bidder shall have to submit an undertaking as per Annexure 19 confirming the same.

### **1.13.6 Recognition of Prior Learning**

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

### **1.13.7 Indemnity**

1. Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Successful bidder's obligations under (a) this Agreement for which the Bidder has assumed responsibilities including those imposed under any Agreement, (b) local or national law or laws, or (c) in respect to all salaries, wages or

other compensation to all persons employed/hired/deployed/services utilised by the Successful bidder in connection with the performance/discharge of its obligations under this Agreement. The Successful bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of this Agreement and to protect the Bank during the tenure of the Agreement.

2. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Successful bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the Successful bidder under this Agreement or uses thereof, the Successful bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the Successful bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
3. Successful bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Successful bidder in writing of the Claim immediately on becoming aware of it.
4. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
5. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:
  - a. Obtain for the Bank the right to continue to use the Licensed Material.
  - b. Replace or modify the Licensed Material so that it becomes non-infringing.
  - c. If none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis.
6. The terms of this clause shall survive the termination of this Agreement.

### **1.13.8 Indemnification Process**

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

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

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

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

### **1.13.9 IP Infringement Indemnity**

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

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

#### **1.13.10 Incidental Services**

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

1. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
2. furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
3. Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable, without any additional cost to the Bank.
4. Signing of pre-contract integrity pact
5. Information Security
6. No right to set off.
7. Compliance with Laws
8. Publicity
9. Use of contract documents and information
10. Assignment
11. Contract between bank and shortlisted bidder/tsp (technical service provider)
12. Principal to principal relationship

#### **1.13.11 Patent Rights**

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

1. The supplier shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

2. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.
3. The Bank will give notice to the Supplier 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.
4. The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

#### **1.13.12 Disputes Resolution / Arbitration**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement 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 Arbitration and Conciliation Act, 1996, the matter may be referred to a sole arbitrator nominated by the Bank and vendor mutually and the award made in pursuance thereof shall be binding on the parties. The venue of the arbitration shall be Delhi. The Arbitrator/Arbitrators shall give a reasoned award. Any challenge / dispute including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. VENDOR shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the decision to the contrary of the arbitrator or the umpire, as the case may be, has been obtained by Vendor. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

#### **1.13.13 Governing Laws 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 the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in

pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal dispute pertaining to above will be subject to the exclusive jurisdiction of courts at Delhi.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The Vendor shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If the vendor fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator.

The bidder/ vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder/vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

The venue of the arbitration shall be Delhi.

#### **1.13.14 Non-Solicitation**

The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one (1) year thereafter, except as the parties may agree on a case-by-case basis.

The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring

policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

### **1.13.15 Termination of Contract**

1. Bank will have the right to terminate the contract after giving 30 Days advance notice including 15 days curing period to VENDOR in case of unsatisfactory services, non-capable resources or non-initiation of services within 7 days of order contract. Decision of the Bank regarding quality of services will be binding on the Vendor.
2. The Bank shall have the right to terminate/cancel the contract with the vendor at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:
  - a. Non-capable resources or non-initiation of services as per RFP timelines.
  - b. Delay in execution of order placed by the Bank.
  - c. Discrepancies / deviations in the agreed processes and/or products.
  - d. Failure of Vendor to complete implementation of appliance within the time as specified in the Purchase Order/under this Agreement.
  - e. Violation of terms & conditions stipulated in the Purchase Order to the extent not inconsistent with the terms and conditions laid out in present Agreement.
  - f. Change in Bank Policy.
  - g. Unsatisfactory services/poor quality of product/services.
  - h. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.
3. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending 30 days - notice period to the Vendor without bearing any consequences.
4. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.
5. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.
6. In case of termination due to reasons attributable to the vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms

and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.

7. The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.
8. Upon expiry / Termination of the Agreement, vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.
9. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
10. Distress, execution, or other legal process being levied on or upon any of the vendor's goods and / or assets.
11. If the vendor shall assign or attempt to assign his interest or any part thereof in the contract. Bank will not pay any additional amount after surrendering.

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

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

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

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

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

12. In case of termination of contract, the bank shall immediately take possession and control of all documents, record of transactions, information and assets and also reserves its right to destroy the data, hardware and all records (digital and physical) relevant to the service being provided by the Bidder. The Bank reserves the right to purge Banks information from Bidder's access.
13. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.
14. The quality of Services given by the Bidder/ vendor & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving thirty (30) days' notice to the Bidder/ vendor, including fifteen (15) days curing period. The decision of the Bank regarding quality of services shall be final and binding on the Bidder/ vendor.

#### **1.13.16 Privacy & Security Safeguards**

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

### **1.13.17 Business Continuity Plan**

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

### **1.13.18 Data Protection**

Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder shall comply with the Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023 and shall comply with all applicable privacy and data protection provisions and applicable laws / future laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

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

The bidder shall ensure compliance to Data Security, Data Secrecy, Data privacy related issues and laws, frameworks such as digital personal data protection act etc. as released and/or amended from time to time by the RBI, Govt. of India or any regulatory authority.

### **1.13.19 Conflict of Interest**

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

1. they have controlling partner (s) in common; or
2. they receive or have received any direct or indirect subsidy/ financial stake from any of them;  
or
3. they have the same legal representative/agent for purposes of this bid; or
4. they have relationship with each other, directly or through common third parties, which puts them in a position to have access to information about or influence on the bid of another Bidder; or
5. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.

However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

6. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

#### **1.13.20 Use of Name/Logo of the Bank**

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

#### **1.13.21 Entire Assignment**

This Agreement contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.

#### **1.13.22 Non-Exclusivity**

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

#### **1.13.23 Delay in Vendor Performance**

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

#### **1.13.24 Notices and Other Communications**

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other Party at the addresses, email and fax number given in the contract.

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

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

#### **1.13.25 Audit**

All records with respect to any matters covered under this RFP/SLA shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

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

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

Vendor shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting

records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded.

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

All bidder records with respect to any matters covered by this RFP/SLA shall be made available to auditors and/or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulatory shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorised representative/s of the Bank and shall provide all information/ documents required by the Bank.

Outsourcing agreement shall also include clause to recognize the right of the Reserve Bank to cause an inspection to be made of a service provider of a Bank and its books and account by one or more of its officers or employees or other persons. The outsourcing agreement shall provide for the preservation of documents and data by the service provider in accordance with the legal/regulatory obligation of the Bank in this regard.

#### **1.13.26 Survival**

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

### **1.13.27 Severability**

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

### **1.13.28 Amendment**

This Agreement may not be altered or modified except by a written Agreement or addendum signed by authorized representatives of the Parties.

### **1.13.29 Intellectual Property Rights**

1. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
2. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
3. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
4. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

### **1.13.30 Confidential Information**

1. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/

implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.

2. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
3. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and

referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

4. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.
5. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.
6. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.
7. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.
8. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic

communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.

9. An Information shall not be considered confidential to the extent and only to the extent, such information is:
- already known to the receiving party free of any restriction at the time it is obtained from the other party.
  - subsequently learned from an independent third party free of any restriction and without breach of this Agreement.
  - is or becomes publicly available through no wrongful act of the other party.
  - is independently developed by one party without reference to any Confidential information of the other.
  - is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.
10. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
11. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.

#### **1.13.31 Non-Disclosure**

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

1. That the vendor will treat the confidential information as confidential and shall not disclose to any third party. The vendor will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
2. That the vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the vendor will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the vendor shall use full efforts to advise the Bank immediately in the event that the vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the vendor and will cooperate in all manner in seeking injunctive relieve against any such person.
3. That if the vendor hires another person to assist it in the performance of its obligations under the Contract or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
4. That the vendor will strictly maintain the secrecy of Bank's data.
5. The Bank shall provide access to its premises to the authorized personnel of the vendor to carry out the work related to installation etc. which is required to perform its obligation to Bank. In accessing Bank's premises, the vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the agreement.
6. Even if any employee of the vendor leaves the job or his services are terminated/expires, the vendor shall ensure that Banks confidential information is not shared with any third party nor Banks confidential information is used to derive unauthorized profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.
7. The obligation contained in this clause shall survive even after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.

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

#### **1.13.32 Cancellation of Purchase Order**

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

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

#### **1.13.33 Force Majeure**

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

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

### **1.13.34 Not Acceptance/ Non-Execution of Order**

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

### **1.13.35 Liquidated Damages**

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

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

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

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

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

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

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

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

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

### **1.13.36 Limitation of Liability**

Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by Bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: -

1. Liability of Vendor for third party claims for IP Infringement.
2. Liability of Vendor (including third party claims) in case of bodily injury (including Death).
3. Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence.
4. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.
5. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
6. Breach of the confidentiality.
7. Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank.
8. Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.

This clause shall not apply to any law, judicial/ quasi-judicial determination or Government's directions to the contrary, and to the maximum extent permitted by law, the Vendor shall be liable to Bank for any consequential/ incidental, or indirect damages arising out of this agreement.

### **1.13.37 Data Purging**

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

### **1.13.38 SOURCE CODE ESCROW AGREEMENT**

- a. Selected Bidder shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.
- b. Selected Bidder shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement.
- c. The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Selected Bidder under the following conditions: -
  - (i) In the event wherein Selected Bidder files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or
  - (ii) In the event wherein Selected Bidder has declared its expressed/written unwillingness to fulfill his contractual obligations under this Agreement; or
  - (iii) Selected Bidder is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or
  - (iv) Selected Bidder discontinues business because of insolvency or bankruptcy, and no successor assumes Selected Bidder's Software maintenance obligations or obligations mentioned in the Agreement; or
  - (v) Selected Bidder dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or
  - (vi) Any other release condition as specified in source code escrow agreement.
- d. Selected Bidder should have to bear the payment of fees for the escrow arrangement.

- e. The escrow agreement shall ipso-facto would get terminated on delivery of source code to either of the parties upon the terms & conditions mentioned in source code escrow agreement.

## 2 Bidding Document

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

### 2.1 Late Bid

Any bid received by the Bank after the deadline for submission of bid will be rejected.

### 2.2 Pre-Bid Meeting & Pre-Bid Queries

Bidders/OEMs are required to submit pre-bid queries, through GeM portal within the timeline as stipulated by GeM. In case any bidder/OEM is unable to submit the queries through GeM, Bidders/OEMs may raise the queries through the email ID in the following format in excel file only within the timeline as mentioned in the Bid Document.

Sr. No.	RFP Page No.	RFP Clause	Bidder's Query/Suggestion/Remarks

Bidders/OEMs interested to attend the pre-Bid meet should have their authorization letter from their competent authority (hardcopy/email) to attend the pre-bid meeting clearly stating the name, designation and contact number and such communication reach the Bank at least one working day before the date of the meeting. All Bidders should carry their ID card issued by their company. Only two persons per bidder shall be allowed to attend the Pre-Bid meeting.

Pre-requisites for attending pre-bid meeting:

1. Authorization Letter (email or hardcopy)
2. Queries as per the format of the Bank through E-Mail
3. Copy of organization ID card of attending representatives.

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

In case the Bank issues any Corrigendum, Bidder may raise further queries/representations, if required, within 4 Bank working days from the issue of such Corrigendum. Any query received after 4 Bank working days may not be considered by the Bank for issuing response/clarification.

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

### **2.3 Submission of Bid**

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission. All the correspondence should be addressed to Bank at the following address.

The Assistant General Manager  
Punjab National Bank,  
Centralised Procurement & Partnership Division  
HO:CPPD, HO: 5 Sansad Marg, New Delhi 110 001

### **2.4 Preliminary Examination**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Bids that do not meet the basic requirements specified in the bid documents shall be disqualified. Some important points (not exhaustive) on the basis of which a bid will be declared as unresponsive and be ignored during the initial scrutiny are:

1. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
2. The required EMD has not been submitted or exemption from EMD is claimed without acceptable proof of exemption.
3. The bidder has not submitted Integrity Pact executed on non-judicial stamp paper of appropriate value as applicable in the state from where the stamp paper is purchased.
4. The bidder is not eligible to participate in the bid as per laid down eligibility criteria.
5. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
6. Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule.

The bid determined as not substantially responsive shall be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

## **2.5 Discrepancies Between Original and Scanned Copies of Bid**

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

## **2.6 Minor Infirmary/Irregularity/Non-Conformity**

During the preliminary examination, some minor infirmity and/or irregularity and/or nonconformity may also be found in some tenders. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document, non-submission of requisite number of copies of a document. Wherever necessary, observations on such 'minor' issues may be conveyed to the bidder through GeM portal, and so on, asking him to respond by a specified date also mentioning therein that, if the bidder does not conform Bank's view or respond by that specified date, his bid will be liable to be rejected. Depending on the outcome, such bidders are to be ignored or considered further.

## **2.7 Consideration of Abnormally Low Bids**

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

## **2.8 Contacting the IEMs**

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

## **2.9 Acceptance of order (order placement)**

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 7 working days from the date of order placement. Bank has a right to cancel the order

and forfeit the entire EMD amount if the same is not accepted within a period of 7 working days from the date of order.

## **2.10 Taxes and Duties**

The rates quoted in Commercial offer should be inclusive of all taxes and duties as per terms and conditions of GeM. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product. Bidder shall provide the breakup of the cost in the uploaded commercial file. It will be the responsibility of the Vendor to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

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

## **2.11 Information Security**

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

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

## **2.12 Signing of Pre-Contract Integrity Pact**

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of appropriate value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per (Annexure-8).

## **2.13 No Right to Set Off**

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

## **2.14 Publicity**

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

## **2.15 Compliance with Laws**

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, Labour Laws, Anti-Bribery Laws and all other applicable laws.

## **2.16 Use of Contract Documents and Information**

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

## **2.17 Contract Between Bank and Shortlisted Bidder/TSP (Technical Service Provider)**

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

## **2.18 Principal to Principal Relationship**

1. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Bidder. The relationship is on principal-to-principal basis.

2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
3. Punjab National Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
4. All employees/personnel/ representatives/agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.
5. The Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
6. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Bidder its prior written consent.
7. Bidder would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable The Bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour. (Regulation and Abolition) Act, 1970 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

## **2.19 Waiver**

Any failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement or subsequent agreement with the other party shall operate

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

## **2.20 Adherence to the Cyber Security Policy**

1. Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
2. The Bidder should be aware about Bank's IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the Bank's data including process performed at the Bank premises.
3. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.
4. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement also.
5. All information /resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
6. Credentials of vendor/third party personnel accessing and managing the Bank's critical assets shall be maintained and shall be in accordance with Bank's policy.
7. The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank will also conduct effective due diligence, oversight and management of third-party vendor's/service providers & partners.
8. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.

## 2.21 Variation of Quantities

The Bank reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The Bank also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2.22 Cost of Bidding

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

## 2.23 Sub-Contracting

In general subcontracting is not allowed under this RFP, Bank will only deal with the bidding Bidder, who will be responsible for delivery of all services. The bidder will be fully responsible to Bank for execution of the contract in its entirety and compliance of SLA, the delivery of all the services as per, end-to-end delivery of services and will be a single point of contact.

## 2.24 Prevention of Cartelization

In order to prevent cartelization amongst bidders, the following shall prevail as per Bank’s guidelines:

Bids allowed by		Bids not Allowed by	
a	Principal / OEM / Solution Provider on a standalone basis.	a	If any product of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM’s product.
b	Indian Authorised Representative (IAR)/ Agent / System Integrator (SI) on behalf of the Principal / Original Equipment Manufacturer (OEM) / Solution Provider	b	IAR / Agent / SI and the Principal /OEM/ Solution Provider cannot bid simultaneously for the same product in the same tender.
		c	If an IAR submits bid on behalf of the Principal/OEM, the same IAR shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

### 3 PART – B – BID SPECIFIC CLAUSES

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling the Bank to select the vendor for five years to implement the GENERATIVE AI use cases.

For this purpose, the Bank invites proposals from bidders who are interested in participating in this RFP and who meet the requirements mentioned in the RFP. In addition to the aforementioned, the bidder must accept all of the terms and conditions listed in this RFP.

The RFP document is not a recommendation, offer, or invitation to enter into a contract, agreement, or any other arrangement in respect of the services. The provision of the services is subject to observance of the selection process and appropriate documentation being agreed by the Bank, after completion of the selection process as detailed in this document.

#### 3.1 Scope of Work

##### 3.1.1 Supply and Deployment of GenAI Application Development Platform

The bidder shall be responsible for end-to-end implementation of Generative AI (GenAI) use cases which include the procurement and installation of required infrastructure (i.e., Hardware, Software including all required OS, DB, Web, App and licenses etc.).

- a. The bidder shall provide a generic GenAI platform, and all use-cases shall be deployed by leveraging the plug-and-play services available on the platform. Considering it, the bidder shall ensure the scalability of GenAI platform for future applications and which should address additional use cases along with the list of mentioned indicative use cases. Below are the list of components but not limited to that may be included to developed such a platform:

- **Key Components:** Bidder shall ensure the platform should be a future-proof and versatile for multiple use cases and should have following components:
  - a. Training Pipelines: Pipelines for training and fine-tuning models on specific data sets i.e., domain-specific models for handling different banking use cases
  - b. Data Ingestion Layer: A unified pipeline for collecting and preprocessing structured (e.g., transaction data, customer demographics) and unstructured data (e.g., customer complaints, chat logs)
  - c. API Management: A set of APIs that allow different teams within the bank to easily interact with the platform. The APIs should support use case creation, model training, predictions, and performance monitoring.

- d. **Model Monitoring and Feedback Loop:** Since use cases evolve, the platform should monitor the performance of models in production and adapt to changes by retraining them with new data.
  - e. **Security and Compliance Framework:**
    - **Data Anonymization:** Ensure that sensitive customer data is anonymized during model training
    - **Regulatory Compliance:** Incorporate data privacy features, model decision audit trails, and explainability to support the model's conclusions.
    - **Access Control:** Implement role-based access control (RBAC) to limit who can access sensitive data and manage models
  - f. **Integration Layer:** Should support for dynamically installing or adding connections to relevant data system through the GUI.
- **Architecture Considerations:**
    1. **On-Premises Deployment:** The solution/platform should support on-premises deployment.
    2. **Microservices Architecture:** The platform should support modular services architecture, it should be updated and worked independently.
    3. **Data Lake/Data Warehousing:** Platform should use inbuilt a scalable data lake or data warehouse for storing large volumes of both structured and unstructured data. The same shall serve as the backbone for model training and data analysis.
  - **Tools and Technologies:**
    1. **AI/ML Frameworks:** Should use TensorFlow, PyTorch, or Hugging Face's transformers etc. for building and fine-tuning models.
    2. **Data Processing:** Should utilize Apache Spark or Databricks etc. for large-scale data processing.
    3. **APIs for Integration:** Should support RESTful APIs for easy access and integration of AI capabilities across different teams within the bank
  - **Future Use Case Expansion:** The platform should be flexible for future use cases, and it should be designed in following ways but not limited to:
    1. **Modular Models:** Should ensure that new models for new use cases can be added without disrupting existing services.
    2. **Versioning:** Should implement version control for models so you can safely deploy updates or roll back changes if necessary.

3. Plug-and-Play Capabilities: Should allow teams to build on the platform and bring their own models for specific tasks, while the platform handles infrastructure, data, and security.
4. SOP and training: Should provide SOP and training for deployment of additional use-cases on GenAI platform

### 3.1.2 Broad Scope of Work

Below are the activities Bank is expecting the bidder to perform during the entire contract period:

#### 1. Implementation of Solutions based on Generative AI:

- a. **Document Summarizer:** Employees should get important insights without having to read through lengthy policy circulars, product circulars, financial paperwork, legal contracts, or internal reports thanks to this tool, which condenses them.

##### **Functional Requirements:**

- GenAI-Based Summarization: Automatically extract key points and create concise summaries of lengthy documents using NLP.
- Customizable Summary Length: Allow users to select the level of detail (short, medium, long) in the summary output or select the summary length in number of words
- User Feedback Integration: Allow users to refine and give feedback on summaries for continuous improvement (for instance, thumbs up/down)
- Uploading & prompting option: The tool should have an option to upload documents and should enable follow-up prompts to enable Q&A functionality on the generated summaries
- Input/ Output Formats: The proposed model should accept input in all formats currently acceptable in market and allow download in all available formats.

##### **Technical Requirements:**

- Latency: Should be 15-20 seconds
- Maximum concurrency (related to LLMs): 500 users
- NLP Models for Summarization: Deploy pre-trained NLP models, fine-tuned for document summarization tasks.
- Language Support Modules: Integrate multilingual language models for accurate translation and summarization across languages (e.g., Hindi, English, regional languages)
- Customizable Templates: Implement customizable summarization templates with version control for different document types to generate summaries using predefined formats for specific document types
- Number of pages limit: The tool should support documents with upto 500 pages (each document)
- Multiple files upload option: The tool should give an option to upload multiple files, up to 10 files together
- Referencing and excerpts: The tool should mention references and excerpts for the summaries, including the page numbers from where the key points are chosen

**b. Credit Assist: Note Preparation Tool:** Credit Assist helps prepare draft credit notes for corporate loans by synthesizing financial data, customer information, and loan history.

**Functional Requirements:**

- Financial Data Aggregation: Automatically pull financial data from internal & external data systems and borrower documents (e.g., customer financials, credit history) for note preparation.
- Credit Note Drafting: Generate draft credit notes with borrower details, key financials, etc.
- Risk Narrative Creation: Create a detailed narrative summarizing risk factors associated with loan applications.
- User Editing and Validation: Provide users the ability to edit, validate, and finalize the generated credit note drafts.
- Human in the loop: Required to validate the generated information
- Alerts: Real-time alerts for applications requiring further scrutiny
- Integration: Integration with external credit bureaus for up-to-date credit information

**Technical Requirements:**

- Maximum concurrency (related to LLMs): 5-10 users
- Data Source Integration: Integrate with financial databases and customer data platforms for real-time data retrieval
- AI-Based Risk Analysis: Leverage AI models to analyze customer financials and generate risk scores
- Customizable Report Templates: Enable customization of credit note templates based on loan types and customer profiles
- Security & Compliance: Implement data encryption and role-based access control to ensure compliance with banking regulations; no part of the document should be floated outside the bank
- Version Control for Drafts: Provide version control for automatically generated drafts to track changes
  - Data Sources for Aggregation:
    - The tool must aggregate and utilize data from various sources for credit assessment. Examples of key data sources include:
      - Company Financial & Registration Data: Integration with statutory data sources such as MCA (Ministry of Corporate Affairs) to retrieve company financial filings and registration details
      - Director Details: Fetching director-related data, including background checks and compliance status
      - Credit Risk Data: Access to credit scores, payment history, and risk assessments from credit rating agencies or credit bureaus
      - Tax-Related Details: Integration with ITR (Income Tax Returns), GST (Goods and Services Tax) databases, and other tax-related repositories
      - Borrower Profile Information: Detailed borrower profiles, including history, obligations, and repayment behavior

- Other Critical Checks: Data integration with:
  - MCA (Ministry of Corporate Affairs)
  - LEI (Legal Entity Identifier)
  - ITR (Income Tax Returns)
  - GST (Goods and Services Tax)
  - SEBI (Securities and Exchange Board of India)
  - CERSAI (Central Registry of Securitisation Asset Reconstruction and Security Interest of India)
- Integration and Accessibility:
  - Ensure seamless integration of aggregated data into the Credit Assist Note Tool.
  - Provide APIs or other mechanisms to access and verify aggregated data from the above-mentioned sources in real-time.
- Data Quality and Validation:
  - The bidder must ensure that the aggregated data is accurate, up-to-date, and validated against official repositories.
  - Mechanisms should be in place to identify and mitigate data inconsistencies or inaccuracies.

### c. Automated Email Response Management

Automated Email Response Management (ERM) assists in managing large volumes of incoming customer emails by providing automated categorization and responses for all queries. It enables faster customer service response times while reducing manual intervention.

#### Functional Requirements:

- Automatic Email Categorization: Automatically categorize incoming emails into predefined categories (e.g., support, complaints, queries)
- Dynamic Response Drafting: Generate contextually appropriate responses to customer queries based on historical interactions
- Sentiment Analysis: Analyze the sentiment of incoming emails and adjust response tone accordingly (e.g., empathetic, neutral, corrective)
- Escalation Triggers: Detect complex or high-priority emails and automatically flag them for manual intervention or escalation
- Search Engine: Ability to search emails using various filter criteria such as recipient names, email categories, priorities, ticket status, email content, subject, ticket assignment, etc.
- Customizable Response Templates: A library of templates for common inquiries, with the ability to dynamically generate responses based on customer data and inquiry context
- Content summary: Ability to generate summaries to allow user to understand large email content in less time

#### Technical Requirements:

- Latency: Should be between 15 to 20 seconds
- Maximum concurrency (related to LLMs): 5-10 users

- Email Parsing & Categorization: Use NLP models to parse email content and classify it based on intent and subject matter
- Sentiment Detection Module: Integrate sentiment analysis models to adjust the tone and wording of responses
- API Integration for Email Systems: Utilize APIs for seamless integration with existing email platforms (e.g., Outlook graph APIs, Gmail APIs)
- Escalation Logic: Build rule-based and AI-powered triggers for automatic email escalation to human agents
- Analytics and Reporting: Detailed insights on enhancement in team productivity, response times, customer satisfaction scores, and areas for improvement, with customizable reporting options
- Admin portal: Provision of an admin portal for overall ticket management for edge cases such as person on leave, incorrect ticket assignment etc.)
- Feedback Loop Mechanism: Collect user feedback on automated responses to refine and improve response strategies
- Multilingual Support: Capability to understand and respond to inquiries in multiple languages, catering to a diverse customer base.

#### d. SOC Analyst

Real-time monitoring and reporting of current conditions and possible threats will be facilitated by the SOC Analyst tool. It uses GenAI to automate the creation of threat intelligence and incident response.

##### **Functional Requirements:**

- Threat Detection: Continuously monitor system logs and network activity for abnormal behavior indicative of potential threats
- Incident Report Creation: Automatically generate detailed, human-readable incident reports summarizing the threat and its impact
- Threat Intelligence Summarization: Summarize large amounts of unstructured threat data into actionable insights
- Response Recommendations: Provide incident response suggestions based on detected threat patterns
- Training programs for SOC Analysts: To enhance skills in threat detection and incident response

##### **Technical Requirements:**

- Latency: Should be between 15 to 20 seconds
- Maximum concurrency (related to LLMs): 3-5 users
- Security Log Integration: Integrate with SIEM systems for real-time threat monitoring
- Threat Intelligence Models: Use pre-trained models to detect threats based on anomalous system behavior
- Incident Report Generation: Automatically generate detailed, customizable incident reports with incident details, response recommendations, and mitigation strategies
- Threat Intelligence Data Parsing: Use NLP and text analytics to summarize external threat intelligence feeds (e.g., CVE reports, threat advisories)

- Role-Based Access Control (RBAC): Implement role-based access controls to ensure that incident reports are only accessible by authorized personnel

#### **e. Personalized Digital Marketing**

This use case involves using GenAI to create personalized and highly-targeted marketing content based on customer behavior and preferences, improving engagement and conversion rates.

##### **Functional Requirements:**

- Customer Segmentation: Group customers into segments based on transaction history, behavior, and preferences
- Content Personalization: Automatically generate personalized marketing content (emails, website banners, creatives, festive-season content, etc.) based on customer segments, with the feature to limit the text to the specified number of characters
- Product Recommendation Engine: Suggest relevant products or services to customers based on their behavior and preferences
- Copyright of generated images: Ensure that there is a copyright for each image generated for marketing purposes
- A/B Testing of Marketing Campaigns: Automatically generate and execute A/B testing strategies for marketing content
- Dashboard: Real-time analytics dashboard for tracking campaign performance

##### **Technical Requirements:**

- Maximum concurrency (related to LLMs): 5-10 users
- Behavioral Analytics Engine: Use machine learning models to analyze customer behavior and group them into targetable segments
- Dynamic Content APIs: Provide APIs for integrating dynamic content into existing marketing platforms (email, SMS, website)
- Recommendation Algorithms: Implement recommendation algorithms that suggest products or services based on historical customer data
- Compliance with Data Privacy Laws: Ensure that customer data used for marketing is anonymized and complies with data privacy laws
- Real-Time Content Generation: Ensure real-time content generation and delivery for marketing campaigns, particularly personalized product offers
- Integration: Integration with existing portals (such as CRM, EDW etc.) and marketing platforms

#### **f. Sales Growth Tool / RM Copilot**

A sales tool driven by GenAI that helps sales teams by offering individualized engagement methods and predictive insights for both current and potential customers.

##### **Functional Requirements:**

- Lead Prioritization: Rank sales leads based on their likelihood of converting into paying customers.
- Opportunity Detection: Identify cross-sell and upsell opportunities for existing customers based on transaction history.
- Personalized Sales Script Generation: Automatically generate personalized sales scripts tailored to each customer's profile and history.
- Performance Insights: Provide insights into which sales strategies are most effective based on historical performance data.
- Lead tracking dashboard: SOP & report generation set-up to track the leads generated via the tool

**Technical Requirements:**

- Latency: Should be between 15 to 20 seconds
- Maximum concurrency (related to LLMs): 100-120 users
- Predictive Analytics Engine: Leverage predictive models to rank leads and identify high-priority opportunities
- CRM Integration: Ensure integration with the bank's CRM system to access customer profiles, transaction history, and preferences
- Script Generation Module: Use NLP models to generate custom sales scripts for agents, based on customer data
- Data Visualization: Implement dashboards to visualize lead prioritization, opportunity identification, and sales performance metrics.
- Data Encryption: Ensure all customer data used in sales strategies is encrypted and secure, adhering to privacy regulations.

**g. Code Reviewer**

GenAI Code Reviewer helps development teams by automatically reviewing code for issues, optimization, and adherence to best practices.

**Functional Requirements:**

- Code Quality Assessment: Automatically review code for compliance with best practices, coding standards, and security guidelines
- Optimization Suggestions: Provide suggestions for improving code performance to match industry standards and reducing technical debt
- Bug Detection: Identify potential bugs or security vulnerabilities within the code
- Auto-Generated Documentation: Automatically generate documentation for code, explaining its structure and logic
- Multi-lingual support: Capabilities to review and analyse code written in various programming languages (e.g., Java, Python, JavaScript, C#).
- Reframe the code: Ability to generate different pieces of code as per requirement and decrease code complexity of written code

**Technical Requirements:**

- Latency: Should be 15-20 seconds
- Maximum concurrency (related to LLMs): 3-5 users

- AI Code Review Models: Use machine learning and rule-based models to review code for issues such as performance bottlenecks and security flaws.
- Version Control System Integration: Integrate with version control systems (e.g., Git) deployed at bank to track code changes and reviews
- Bug Detection Models: Implement bug detection algorithms capable of finding code issues based on historical data and patterns
- Documentation Generator: Use NLP to automatically generate understandable documentation from code comments and structure
- Security Scanning: Incorporate security scanning tools (e.g., SAST tools) to detect vulnerabilities

#### **h. HR Learning Board & HRMS Bot**

The HR Learning Board & HRMS Bot is a GenAI-powered system that streamlines continuous learning, employee onboarding, and an HRMS chatbot that gives staff members instant access to their HR data through natural language enquiries. To help HR teams manage training, development, and onboarding processes more efficiently, it offers role-specific, personalized training and onboarding content, automates dynamic learning routes, gives real-time employee support, and makes HR data retrieval possible.

It will be a common portal that allows users to access the HRMS Bot or the HR Learning Board. A chatbot with prompting capabilities will be the latter.

#### **Functional Requirements:**

- Personalized Learning Paths & Onboarding: Automatically create personalized learning and onboarding paths tailored to employees' roles, departments, and individual performance metrics
- Dynamic Content Creation: Generate customized onboarding documents, images, training videos, quizzes, and interactive modules based on employee-specific needs
- Interactive Training Simulations: Develop real-world, role-specific training scenarios to enhance practical learning for employees, using simulations and role-playing tasks
- Real-Time On-the-Job Support: Provide real-time step-by-step guides, explainer videos, and troubleshooting tips for employees as they perform daily tasks
- Copyright of generated images/content: Ensure that there is a copyright for each image or content generated
- Quiz and Assessment Generation: Automatically generate quizzes, assessments, and evaluations based on employees' learning paths to test their knowledge
- Progress Tracking and Reporting: Continuously track employee progress through onboarding and training, generating real-time reports that provide insights into individual learning outcomes and areas for improvement
- Continuous Learning Feedback: Provide feedback loops for employees, allowing the system to adjust learning paths based on performance in quizzes, assessments, and real-time task completion
- Cross-Skilling and Upskilling Suggestions: Suggest additional learning modules for cross-skilling or upskilling based on employee performance and role requirements

- Chatbot interface with Natural Language Queries (HRMS bot): Employees can query their HRMS data (e.g., salary details, leave balances, benefits, performance reviews) using natural language, and the system responds with personalized information
- Salary and Payroll Information (HRMS bot): Access to salary slips, breakdown of allowances, deductions, and tax details in a conversational format
- HR Policies & FAQs (HRMS bot): Ability to ask questions related to HR policies, company guidelines, and employee benefits, with responses provided in a conversational and simplified format
- Pay Slip Downloading (HRMS bot): Providing an option to download payslips for employees via natural language prompting
- Multilingual Chat Support (HRMS bot): Provide the ability to interact with the chatbot in both English and Hindi languages, catering to a diverse workforce
- Employee Self-Service via bot (HRMS bot): An interactive bot where employees can track their queries and update personal details like address changes, banking information, and dependent information through conversational AI prompts
- Data Insights & Reporting for admin portal (HRMS bot): Generate reports based on employees' interactions with the HR chatbot to help HR teams identify common queries, bottlenecks, or areas where HR policies may need improvement

**Technical Requirements:**

- Maximum concurrency (related to LLMs): 500 users
- Latency (for HRMS bot): 10 to 20 seconds
- AI-Powered Learning Path Engine: Use machine learning algorithms to dynamically generate personalized learning paths and adjust them based on real-time performance and feedback.
- Content Generation Models: Leverage NLP and multimedia generation models (text, images, and videos) to create customized onboarding materials, training courses, and explainer content
- Real-Time Assistance Module: Develop a real-time content delivery system that provides employees with task-specific guidance, such as step-by-step instructions, troubleshooting tips, and explainer videos.
- LMS Integration: Ensure seamless integration with the bank's Learning Management System (LMS) to import/export employee learning data and track progress across different learning platforms
- Progress and Assessment API: Provide APIs for tracking and reporting employee progress, quiz results, and assessment data. Ensure that these APIs can generate real-time feedback on learning performance
- HR System Integration: Integrate with HR management systems for seamless onboarding processes, automatic assignment of training modules, and real-time updates on employee progress during the onboarding journey
- NLP & Conversational AI Model (HRMS bot): Leverage advanced GenAI-based NLP models capable of understanding and processing employee queries, offering accurate, contextually appropriate responses, ability to handle context switching (e.g., if an employee asks about leave, then shifts to salary information)

- Data Privacy & Role-Based Access Control (HRMS bot): Implement strict role-based access control (RBAC) to limit who can see and interact with sensitive HR information (e.g., salary, performance reviews)
- Seamless Integration with HRMS Systems (HRMS bot): Integrate with existing HRMS platform to provide real-time access to payroll, attendance, benefits, and employee data and provide APIs for easy integration and data exchange between the HRMS chatbot and the bank's internal HRMS systems
- Actionable facility (HRMS bot): Provision of the facility of prompting in the tool for actionable such as applying leaves for some particular dates

#### **i. Call Center Agent Assist**

Call Center Agent Assist provides support to customer service agents by generating helpful responses, call summaries, and recommendations for customer interactions via a chatbot based tool.

##### **Functional Requirements:**

- Response Suggestions: Provide response suggestions based on the context of the recorded conversations
- Knowledge Base Integration: Retrieve relevant guides, FAQs, or articles from the bank's data sources to assist agents
- Call Summarization: Automatically summarize the key points and action items from each call for record-keeping and actionable

##### **Technical Requirements:**

- Latency: Should be between 10 to 20 seconds
- Max concurrency: 50 users
- Knowledge Base API: Integrate with the bank's data sources to pull relevant information for agents and create a knowledge base
- Summarization Models: Deploy summarization models to create concise, accurate summaries of call interactions
- Sentiment Analysis Models: Use sentiment analysis to assess customer tone and adjust response suggestions in real-time

#### **j. Realtime Call Center Agent**

A real-time GenAI tool designed to assist call center agents during live customer interactions by offering suggestions, summaries, and troubleshooting information instantly.

##### **Functional Requirements:**

- Live Conversation Suggestions: Offer real-time suggestions for resolving customer issues based on ongoing call analysis
- Real-Time Summarization: Continuously generate summaries during live calls to help agents keep track of key points
- Dynamic Issue Resolution: Automatically provide troubleshooting steps or solutions based on the customer's problem as the conversation evolves

- **Sentiment Monitoring:** Continuously (real-time) analyze customer sentiment and adjust response suggestions accordingly
- **Integration with Sales Growth tool:** For sales pitch opportunities

**Technical Requirements:**

- **Latency:** Should be 15-20 seconds
- **Max concurrency:** 500 users
- **Real-Time Data Processing:** Implement fast, real-time AI algorithms capable of analyzing conversations and offering suggestions during the call.
- **Call Transcription & Analysis:** Use speech-to-text technology to transcribe calls in real-time for analysis
- **Issue Resolution Engine:** Integrate with internal support databases to fetch dynamic solutions for ongoing issues

**k. Other business areas that can be explored (in future):**

- **Compliance and Security:** Through enhanced regulatory compliance with current regulations and rules, it provides risk reduction while fostering streamlined operational efficiency. A real-time warning system that recognizes anomalies and patterns, as well as Early Warning Signals and Monitoring in accordance with KYC/AML and other regulations for prompt and appropriate actions, may be possible with this solution. Faster report and insight generation via Gen-AI-driven analytics could ensure regulatory reports are submitted on time and lower compliance concerns.
- **Process Automation:** Automating routine and repetitive procedures can streamline back-office operations. Through analysis and insight-gathering, generative AI offers the potential for intelligent automation with capabilities such as contract formation, contract compliance, and more, hence improving operational efficiency and performance.
- **Using Sentiment Analysis to Gain Market Understanding:** Use AI to analyze news sentiment and social media to obtain insightful market information, comprehend market sentiment, and make wise investment choices.
- **Investment Management Using Predictive Analytics:** Make data-driven investment decisions, optimise portfolios, and analyse market trends with AI-powered predictive analytics to improve investment results.

The use cases listed above are not all-inclusive; they are indicative. More research may be required to fully utilise Gen-AI's capabilities.

**2. General Condition:****A. Initiatives for Governance and Future Readiness:**

The proposed solution should be future proof, i.e., it should be scalable to the future infrastructure and technical needs of generative AI use cases and flexible enough to adjust to new and changing land legislation and standards.

- To comply with any upcoming rules and regulations as well as The Digital Personal Data Protection Bill 2023. Adopt industry best practices as well.

- Assess the chosen applications' future readiness in terms of infrastructure, cloud deployment, and modern architecture principles by bringing in accelerators, assets, and frameworks from different tracks to deliver generative AI.
- Make recommendations for enhancements and changes to the bank's generative AI implementation governance that are consistent with industry standards and take into consideration the development of the broader generative AI ecosystem.
- A framework for responsible generative AI, encompassing privacy, inclusivity, responsibility, openness, justice, and dependability, should be incorporated into the suggested solution. This ought to be developed as a best practice that all generative-AI-related solutions should adhere to.
- In order to detect possible security threats, enforce compliance, and keep track of user actions, the bidder must guarantee ongoing monitoring and recording of access events.
- A thorough framework for identity and access management, comprising authentication, authorization, administration, and audit, must be provided by the bidder.
- Administrators should receive real-time alerts from the solution when it detects possible compliance violations, such as excessive permissions for unauthorized access attempts.

## **B. Infrastructure & Licenses Requirements**

The Bank intends to deploy GenAI use-cases on-premises to enhance its operational efficiency and customer service capabilities while ensuring security. To support these initiatives, PNB requires high-performance computing hardware capable of handling intensive GenAI workloads.

1. Bidder should submit the sizing, supply and implementation of required infrastructure including server, OS, DB with technical bid document at the time of bid submission.
2. Solution should preferably be hardware, OS and DB agnostic in nature.
3. The Bidder shall be responsible for installation, re-installation, configuration, setting up, implementation, monitoring and support of all the components of the solution in all the setups (as per RFP) including the components being provided by the bank.
4. ATS cost should not be provided for components provided by the bank. (if any)
5. Bidder should provide the details of Database and Middleware as per RFP requirement to complete the solution, if Oracle is not the chosen database and WebLogic is not the chosen middleware, then bidder should provide the database & middleware for the complete solution setup as per RFP ( DC and DR).
6. All other tools/software/components required for implementing the end-to-end solution as per RFP requirements (other than the ones provided by Bank) shall be provided by the bidder.

7. Bidder should ensure to size the hardware as per bank's requirement mentioned in the RFP to adhere the SLA, and there should not be any performance issue during the complete tenure/contract period.

Based on the Broad scope of work bidder to design the infrastructure solution keeping below points but not limited to:

- At any given point in time hardware utilization should not exceed 80% CPU and memory utilization
- No single point of failure
- Active-Active Architecture in DC and DR
- Active -Passive Architecture in DC and DR.
- The solution must minimize the impact of single or multiple component / server / process / software failures in the production environment. It must ensure that the system can continue to operate without any significant disruption or downtime in the event of such failures.
- The bidder should implement the solution using High Availability Architecture at DC & DR site respectively to ensure zero or minimum impact by the failure of one or more components/servers or software of complete solution in the production environment. At any given point of time, only one of the site i.e. DC or DR shall be active

### **C. Onsite Technical Support:**

**The Bidder has to provide requisite skilled resources onsite as follows:**

- a. The Bidder shall provide Onsite Technical Support during the contract period from go live date of the solution, at Bank's DC, DR and/or any other site of the Bank, as per Bank's requirement.
- b. The resources deployed should have knowledge and experience required for management and monitoring of the overall solution and its processes.
- c. Separate purchase order shall be issued for the OTS. However, it will be the sole discretion of the Bank to place order for the OTS, the duration of the support and number of resources to be deployed, as per Bank's requirement.
- d. The L1 resources shall be required to work on 365x24x7 basis in 3 shifts (each shift of 8 hours per day) , L2 resource shall be required to work in 2 shift of 8 hours per day (tentatively between 9AM to 7:00PM) and L3 resource shall be required to work in 1 shift of 8 hours per day (tentatively between 9AM to 7:00PM) Bank at it's discretion may change the shift timings of L1, L2 and L3 resources.
- e. The alternate resource(s) for L1, L2, L3 with similar skill and experience will be made available to the Bank if assigned resource(s) goes on leave, relevant certificates and documents as specified for original resources should be submitted for alternate resources as well.
- f. The bidder needs to inform 1 month in advance and obtain concurrence from bank if they wish to replace the dedicated resource. Bidder has to provide replacement resource with the similar skill set & experience within 2 weeks from the date of intimation

to the Bank. At any time during the contract period, if Bank is not satisfied with the performance of any Onsite Technical Support Engineer, Bidder/OSD has to change the resource and provide replacement resource with the similar skill set & experience within 2 weeks from the date of intimation by the Bank. Additional Resource provided during the interim period/handover period of 2 weeks will be without any additional cost to the Bank. Bidder shall be responsible to ensure proper handover to the replacement engineer.

- g. Resources should also support existing processes for any modifications and built any new use cases as per the Bank's requirement.

Particulars	Level 1 / Developer	Level L2 / Tech Lead / Senior Developer	Level L3 / Architect Developer
<b>No. of Manpower Required</b>	<b>Number of Resource Required- 3</b> <b>Shift Duration – 3 Shifts of 8 hours duration in day</b>	<b>Number of Resource Required- 2</b> <b>Shift Duration – 2,8 hours shift in a day</b>	<b>Number of Resource Required- 1</b> <b>Shift Duration – 8 hours shift in a day</b>
<b>Requirement Type</b>	Onsite 24X7X365 days  Bank, as per it's requirement, may ask the resources to be present on holidays including Saturday, Sunday and bank holidays. Such arrangement shall be without any additional cost to the Bank.  Bank as per requirement may ask the resource to extend beyond hours.	Onsite on Bank's Working Days. Bank, as per it's requirement, may ask the resources to be present on holidays including Saturday, Sunday and bank holidays. Such arrangement shall be without any additional cost to the Bank.  Bank as per requirement may ask the resource to extend beyond hours	Onsite on Bank's Working Days. Bank, as per it's requirement, may ask the resources to be present on holidays including Saturday, Sunday and bank holidays. Such arrangement shall be without any additional cost to the Bank.  Bank as per requirement may ask the resource to extend beyond hours
<b>Onsite Location</b>	Resource(s) shall have to report onsite at Bank's DC, NDR, DRC and Corporate Offices as per the requirement of the Bank. However, Bank, as per its requirement may ask the resources to be present at any other location. Such arrangement shall be without any additional cost to the Bank.	Resource(s) shall have to report onsite at Bank's DC, NDR, DRC and Corporate Offices as per the requirement of the Bank. However, Bank, as per its requirement may ask the resources to be present at any other location. Such arrangement shall be without any additional cost to the Bank.	Resource(s) shall have to report onsite at Bank's DC, NDR, DRC and Corporate Offices as per the requirement of the Bank. However, Bank, as per its requirement may ask the resources to be present at any other location. Such arrangement shall be without any additional cost to the Bank.

<b>Educational Qualification</b>	B.E/ B.Tech/ M.Tech/ M.Sc/ MCA- in Information Technology/ Computer Sc. or equivalent	B.E/ B.Tech/ M.Tech/ M.Sc/ MCA- in Information Technology/ Computer Sc. or equivalent	B.E/ B.Tech/ M.Tech/ M.Sc/ MCA- in Information Technology/ Computer Sc. or equivalent
<b>Professional Qualification</b>	<ul style="list-style-type: none"> <li>• Awareness of various technologies and other Development Platforms and Tools.</li> <li>• Proficient in MS Office, MS Project, MS Visio and other relevant tools</li> <li>• Should have sound knowledge of developing applications using RDBMS like: MS SQL / Postgre SQL / MySQL and OS Platform: Linux / Windows</li> <li>○ Proficiency in Python, SQL, and basic data manipulation libraries (e.g., Pandas, NumPy).</li> <li>○ Familiarity with AI/ML frameworks like TensorFlow or PyTorch.</li> <li>○ Basic understanding of Generative AI concepts such as LLMs (Large Language Models), transformers, and embeddings.</li> </ul>	<ul style="list-style-type: none"> <li>• Awareness of various technologies other Development Platforms and Tools.</li> <li>• Proficient in MS Office, MS Project, MS Visio and other relevant tools</li> <li>• Should have sound knowledge of developing applications using RDBMS like: MS SQL / Postgre SQL / MySQL and OS Platform: Linux / Windows.</li> <li>○ Strong understanding of neural network architectures (transformers, GANs, VAEs).</li> <li>○ Experience with fine-tuning pre-trained models (e.g., GPT, BERT, LLaMA).</li> <li>○ Proficiency in MLOps tools for model deployment (Docker, Kubernetes).</li> <li>○ Advanced data engineering and feature engineering skills.</li> <li>○ Familiarity with cloud platforms (AWS, Azure, GCP) and their AI services.</li> </ul>	<ul style="list-style-type: none"> <li>• Awareness of various technologies other Development Platforms and Tools.</li> <li>• Proficient in MS Office, MS Project, MS Visio and other relevant tools</li> <li>• Should have sound knowledge of developing applications using RDBMS like: MS SQL / Postgre SQL / MySQL and OS Platform: Linux / Windows.</li> <li>• Expertise in Generative AI architectures (GPT, diffusion models, etc.).</li> <li>• Deep knowledge of distributed computing and scalable systems for AI workloads.</li> <li>• Proficiency in multi-cloud and hybrid deployment strategies.</li> <li>• Strong understanding of data privacy laws and ethical AI principles.</li> <li>• Knowledge of frameworks like Lang Chain for building generative AI pipelines.</li> </ul>
<b>Other Skills</b>	Good Communication & Documentation Skills.	Excellent Communication & Documentation Skills.	Excellent Communication & Documentation Skills.

<p><b>Experience</b></p>	<p>At least 3 Years in developing process automation and supporting automation platforms. Should have minimum 1 year of experience in application automation and maintenance on proposed Platform.</p> <ul style="list-style-type: none"> <li>• 1-2 years in AI/ML or software development.</li> <li>• Hands-on experience with APIs of popular AI platforms (e.g., OpenAI, Hugging Face).</li> </ul>	<p>At least 5 Years in developing process automation and supporting automation platforms. Should have minimum 3 years of experience in application automation and maintenance on proposed Platform.</p> <ul style="list-style-type: none"> <li>• 3-5 years in AI/ML development and deployment.</li> <li>• Demonstrated success in implementing Generative AI use cases (e.g., chatbots, content generation, image synthesis).</li> </ul>	<p>At least 10 Years in developing process automation and supporting automation platforms. Should have minimum 5 years of experience in application automation and maintenance on proposed Platform.</p> <ul style="list-style-type: none"> <li>• 5-8+ years in AI/ML development and leadership roles.</li> <li>• Experience in driving large-scale AI transformations across industries.</li> <li>• Proven record of innovation in Generative AI projects.</li> </ul>
<p><b>Payroll</b></p>	<p>Should be on Company Payroll</p>	<p>Should be on Company Payroll</p>	<p>Should be on Company Payroll</p>
<p><b>Roles and Responsibilities</b></p>	<p>1. Resources should support for day-to-day MIS reports, Regulatory reports, generate daily, weekly, monthly, any other periodic reports to monitor and report the performance of the solution as well as individual processes, Lodge calls and escalate as per escalation matrix in</p>	<p>1. Resources should support for onsite, maintenance, enhancement, conducting DR Drill, backup/restore support and bug fixes of Solution including automated processes.</p> <p>2. The resource may also be required to re-configure, fine tune broken processes as</p>	<p>1. Resources should support for onsite, maintenance, enhancement, conducting DR Drill, backup/restore support and bug fixes of Solution including automated processes.</p> <p>2. The resource may also be required to re-</p>

	<p>case of issues, in the solution or it's individual process, provide status reports of issues and their progress of resolution etc.</p> <p>2. Resources shall be fully responsible for backup, maintenance, 1<sup>st</sup> level troubleshooting, support, reporting, coordination with Banks team/s, and other day-to-day operation activities of the Setup.</p>	<p>per requirement of the Bank.</p> <p>3. The resources should submit procedural documents related to the day-to-day operations, failure of deployed processes with reason and action taken, backup, periodic restorations, etc. of the Solution.</p> <p>4. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security successful Bidders of the Bank.</p> <p>5. Perform compliance checks on each process, improvements to mitigate any possible threat for better visibility and controls, etc.</p> <p>6. The resident engineers have to perform duties (but not limited to</p>	<p>configure, fine tune broken processes as per requirement of the Bank.</p> <p>3. The resources should submit procedural documents related to the day-to-day operations, failure of deployed processes with reason and action taken, backup, periodic restorations, etc. of the Solution.</p> <p>4. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security successful Bidders of the Bank.</p> <p>5. Perform compliance checks on each process, improvements to mitigate any possible threat for better visibility and controls, etc.</p> <p>6. The resident engineers have to perform duties</p>
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		<p>mentioned in RFP) pertaining to the solution.</p> <p>7. Resources should submit reports related to performance assessment of various implemented processes and solution as a whole, to ensure that the solution and the processes meet objectives and deliver expected benefits.</p> <p>Reports should be generated according to bank's defined frequency based on a set of performance indicators. These metrics should cover aspects, but not limited to, time savings, accuracy, efficiency, cost reduction, scalability, compliance and security, innovation and continuous improvement, customer satisfaction</p>	<p>(but not limited to mentioned in RFP) pertaining to the solution.</p> <p>7. Resources should submit reports related to performance assessment of various implemented processes and solution as a whole, to ensure that the solution and the processes meet objectives and deliver expected benefits.</p> <p>Reports should be generated according to bank's defined frequency based on a set of performance indicators. These metrics should cover aspects, but not limited to, time savings, accuracy, efficiency, cost reduction, scalability, compliance and security, innovation and continuous improvement, customer satisfaction and productivity enhancements.</p>
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		<p>and productivity enhancements.</p>	<p>Do customization and oversee the customization carried by L1 and L2 resources.</p>
<p><b>Supporting Documents Required for OTS Resources</b></p>	<p>Undertaking from HR Head of the qualifying Bidder on Bidder's letter Head certifying following details of the respective resource as under:</p> <ul style="list-style-type: none"> <li>• <b>Name</b></li> <li>• <b>Designation</b></li> <li>• <b>Educational Qualifications</b></li> <li>• <b>Professional Qualifications</b></li> <li>• <b>Certifications Done*</b></li> <li>• <b>No. of Years of Experience in the concerned Domains</b></li> <li>• <b>Previous Working Experience along with details of Previous assignments held (Client/ Role/ Responsibility)</b></li> </ul>	<p>Undertaking from HR Head of the qualifying Bidder on Bidder's letter Head certifying following details of the respective resource as under:</p> <ul style="list-style-type: none"> <li>• <b>Name</b></li> <li>• <b>Designation</b></li> <li>• <b>Educational Qualifications</b></li> <li>• <b>Professional Qualifications</b></li> <li>• <b>Certifications Done*</b></li> <li>• <b>No. of Years of Experience in the concerned Domains</b></li> <li>• <b>Previous Working Experience along with details of Previous assignments held (Client/ Role/ Responsibility)</b></li> </ul>	<p>Undertaking from HR Head of the qualifying Bidder on Bidder's letter Head certifying following details of the respective resource as under:</p> <ul style="list-style-type: none"> <li>• <b>Name</b></li> <li>• <b>Designation</b></li> <li>• <b>Educational Qualifications</b></li> <li>• <b>Professional Qualifications</b></li> <li>• <b>Certifications Done*</b></li> <li>• <b>No. of Years of Experience in the concerned Domains</b></li> <li>• <b>Previous Working Experience along with details of Previous assignments held (Client/ Role/ Responsibility)</b></li> </ul>

	<p><b>*Copy of Relevant Certifications for each resource, if any, are to be submitted along with the undertaking, duly attested by HR Head of Bidder.</b></p>	<p><b>*Copy of Relevant Certifications for each resource, if any, are to be submitted along with the undertaking, duly attested by HR Head of Bidder.</b></p>	<p><b>*Copy of Relevant Certifications for each resource, if any, are to be submitted along with the undertaking, duly attested by HR Head of Bidder.</b></p>
<p><b>Other Requirements</b></p>	<p>Bank, as per their requirement, may increase or decrease the resource quantity at the same rates, terms and conditions.</p>		

**D. Bidder’s Responsibilities:**

- h. The bidder shall conduct a discovery session i.e. workshop to the Bank to identify the use cases that are suitable and followed by latest trend apart from the use cases provided by the Bank. The assessment will include the identification of any process, activity or workflow that can be improved, using technologies GenAI.
- i. The bidder shall be responsible for requirement gathering, analysis and creating high level design and simulation of the solution which would be scalable, flexible and ensure minimal manual intervention for all the use cases/processes identified. A thorough submission is required, encompassing strategy, roadmap, approach, and business use case. Bidder should identify the suitable processes for automation from the list of provided use cases and the ones identified in discovery
- j. The bidder should conduct workshops for Bank staff from various departments/divisions to demonstrate automation capabilities and prevalent banking use-cases and help to identify suitable use cases.
- k. Bidder should submit discovery assessment report at the completion of discovery phase that lists the processes to be automated along with business benefit, feasibility and implementation timelines.
- l. The selected bidder would be responsible for the end-to-end design and development of solution/application/process based on the use cases provided by the bank as well as those identified in the discovery phase.
- m. The development should be done in such a way that, it is modularized, reusable, configurable, handles spikes in workload, volumes & handle different exceptions efficiently to maximize the reliability as well as efficiency of the solution.

- n. Bidder shall ensure timely delivery of hardware, software and related component to the Bank's designated location and perform on-site installation and configuration of servers and GPUs. Bidder should also verify the hardware & software functionality and performance benchmarks post-installation.
- o. Bidder should provide detailed hardware & software documentation, including user manuals and maintenance guides etc. and also conduct training sessions for Bank's IT staff on hardware & software management and troubleshooting.
- p. Bidder should ensure that the infrastructure provided is must comply with the relevant industry standards and certification requirements.
- q. Bidder shall be responsible for the upgradation and maintenance of the software i.e. OS, DB, App & Web as per applicability during the entire contract period. Bidder should also ensure that the solution should run over latest stable version of software.
- r. Bidder should facilitate and cooperate with Bank's other entities/partners/System Integrators for the integration of GenAI with different Application/Infrastructure for any use cases or projects at Bank without any additional cost.
- s. Bidder should ensure that the proposed infrastructure is scalable and support future expansions and upgrades to Bank and it should be compatible with Bank's existing IT infrastructure. It must operate efficiently within the environmental conditions of Bank's Datacenters.
- t. Bidder should ensure the entire GenAI setup must be deployed at the Bank's Datacenters and the setup should comply the Bank's Information Security Policy followed by regulatory guidelines. The proposed solution should support on-premise deployment.
- u. The bidder should size and propose adequate hardware infrastructure for the solution so that, at no instance, during the contract period, the solution's or server's utilization should exceed 70%. In case the performance is adversely affected or the utilization of any server or any peripheral exceeds the threshold of 80%, more than 3 times in a quarter, the vendor is required to upgrade the hardware/solution, within one month without any additional cost to the Bank, otherwise penalty will be levied as per the performance penalty mentioned under section 3.4.2 of the RFP.

### **3.2 Solution Functional & Technical Specifications**

The GenAI platform/solution should meet all the Technical & Functional requirements as mentioned in **Annexure – 13**.

### 3.3 Training

Bidder has to provide the training to the bank team on Generative AI Solution at no additional cost to the Bank. Below are the requirements:

S.NO	Training Type	Duration (Days)	Batches	No of Trainee Per batch
1	Bank's Core Team	10	1	10
2	Technical Training	20	1	10

### 3.4 Technical Evaluation

#### Technical Specification of the Offered Solution

S.I	COMPONENT	TECHNICAL PARAMETERS		SCORE
1	<p><b>End-to-End Hardware Procurement, Setup, and Maintenance and Environment Setup &amp; maintenance</b></p> <p><i>* Proven expertise &amp; willingness in procuring and integrating GPU hardware or equivalent premises environment.</i></p> <p><i>Bidder to provide documentation (PO / license contract document) to prove GenAI deployments.</i></p> <p><i>And</i></p> <p><i>Completion certificate/Email from the customer</i></p>	<p># implementations in India/Global of GPU hardware procurement and system integration</p>	<p><b>Marks</b></p>	25
		>2	25	
		2	20	
		1	15	
		Partnerships (with OEM who Provides GPU based hardware or equivalent but no deployments	10	

2	<p>Number of GenAI Use Cases Deployed in similar organizations.</p> <p><i>*Bidder has to submit the customer credentials from the clients. (credential should contain the details of products (LIVE) implemented)</i></p> <p><i>*Bidder to provide documentation (PO / license contract document) to prove GenAI deployments.</i></p> <p><b>* E2E Architecture Deployment:</b> major components are (non-exhaustive): LLM layer (training, inferencing), vector database layer, database layer (relational and no-SQL), LLM orchestration layer, data pipelines, transformation &amp; processing frameworks, API layer, authentication layer, front end, Responsible AI layer, Monitoring &amp; logging, automated evaluation &amp; feedback loop etc.</p>	<p><b>a)</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Total # of GenAI use-cases in India/Global</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than 8</td> <td>5</td> </tr> <tr> <td>7-8</td> <td>4</td> </tr> <tr> <td>5-6</td> <td>3</td> </tr> <tr> <td>3-4</td> <td>2</td> </tr> <tr> <td>1-2</td> <td>1</td> </tr> </tbody> </table> <p>For per GenAI usecase implemented in India=1.5 Maximum marks can be obtained =5</p> <p><b>b)</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th># of GenAI use-cases in similar organizations** in India (On-Prem or On-Cloud)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>More than 3</td> <td>5</td> </tr> <tr> <td>2-3</td> <td>3</td> </tr> <tr> <td>1</td> <td>2</td> </tr> </tbody> </table> <p>**GenAI in Similar organizations mean</p> <ul style="list-style-type: none"> <li># Customers are &gt;10 Cr</li> </ul> <p><b>c) Number of clients/organizations with GenAI implementations</b></p> <table border="1" style="width: 100%; margin-top: 20px;"> <thead> <tr> <th>No of organizations with GenAI implementations in</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>	Total # of GenAI use-cases in India/Global	Marks	More than 8	5	7-8	4	5-6	3	3-4	2	1-2	1	# of GenAI use-cases in similar organizations** in India (On-Prem or On-Cloud)	Marks	More than 3	5	2-3	3	1	2	No of organizations with GenAI implementations in	Marks			15
Total # of GenAI use-cases in India/Global	Marks																										
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More than 8	5														
7-8	4														
5-6	3														
3-4	2														
1-2	1														
3	Depth of Clientele in GenAI Use Case Deployments	<table border="1"> <thead> <tr> <th>Average number of GenAI use cases deployed per organization (&gt;6 months in production)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;5 use cases per organization</td> <td>5</td> </tr> <tr> <td>3-5 use cases per organization</td> <td>3</td> </tr> <tr> <td>1-2 use cases per organization</td> <td>1</td> </tr> </tbody> </table>	Average number of GenAI use cases deployed per organization (>6 months in production)	Marks	>5 use cases per organization	5	3-5 use cases per organization	3	1-2 use cases per organization	1	5				
Average number of GenAI use cases deployed per organization (>6 months in production)	Marks														
>5 use cases per organization	5														
3-5 use cases per organization	3														
1-2 use cases per organization	1														
4	Functional and Technical Compliance	Based on Technical and Functional requirements compliance captured in RFP (Max Marks: 5)	5												
5	Presentation	<p><b>a) Technical Presentation - 25 marks</b></p> <p>Presentation shall cover:</p> <ul style="list-style-type: none"> <li>• Background</li> <li>• Executive Summary</li> <li>• Brief overview of GenAI implementation, coverage &amp; complexity of already implemented GenAI use-cases across business areas</li> </ul>													

		<ul style="list-style-type: none"> <li>• Solution Overview (Reference to requirements in RFP), Understanding of RFP, Scope of Work</li> <li>• Bidder should present detailed walkthrough of Technical Architecture &amp; environment setup to show On-Prem native architecture &amp; implementation with Financial services Organizations.</li> <li>• Implementation Approach</li> <li>• Team structure of the team getting deployed</li> <li>• Project Management, Planning, Resource Management and Execution Timelines</li> <li>• Business benefits realization &amp; Value creation</li> <li>• Key Functionalities in proposed solution will be taken care to be covered as part of presentation</li> </ul> <p><b>b) Demo – 15 marks</b></p> <ul style="list-style-type: none"> <li>• Bidder has to demonstrate 2 live GenAI use-cases, nearer to bank's requirement from two different clients and it should not be prototypes / videos.</li> </ul>	40										
6	<p>Team Profile</p> <p><i>*Letter of confirmation on Bidder company's letter head signed by <b>Authorized Signatory</b></i></p>	<p><b>a) Technical Team size available for implementation</b></p> <p><b># of team members with GenAI implementation experience</b> (Max Marks: 2.5)</p> <table border="1" data-bbox="643 1312 1254 1487"> <tr> <td>&gt;50</td> <td>2.5</td> </tr> <tr> <td>30-50</td> <td>1.5</td> </tr> <tr> <td>10-30</td> <td>1.0</td> </tr> </table> <p><b>b) Onsite availability of team</b> (Max Marks: 2.5)</p> <table border="1" data-bbox="635 1599 1254 1928"> <tr> <td>&gt;=90% of total implementation team available onsite</td> <td>2.5</td> </tr> <tr> <td>Key members (Project manager, Data Engineers) and 50% of developers / QA available onsite.</td> <td>0.5</td> </tr> </table> <p><b>c) Evaluation of the credentials (via direct interviews) of critical team members,</b> such as Project managers,</p>	>50	2.5	30-50	1.5	10-30	1.0	>=90% of total implementation team available onsite	2.5	Key members (Project manager, Data Engineers) and 50% of developers / QA available onsite.	0.5	10
>50	2.5												
30-50	1.5												
10-30	1.0												
>=90% of total implementation team available onsite	2.5												
Key members (Project manager, Data Engineers) and 50% of developers / QA available onsite.	0.5												

		lead data engineer, lead data scientist, head of infra team, etc. (indicative) (Max Marks: 5)	
		<b>Total</b>	<b>100</b>

Minimum qualifying marks will be **75**. Any bidder scoring less than 75% marks will be disqualified for further process of RFP.

### 3.5 Timelines and delivery schedule

**Table A – Delivery & Installation of GenAI Setup with Initial 10 Use Cases**

S.No.	Phases	Timelines
1	Delivery of Hardware, Software, licenses and other components required for setting up GenAI as per RFP including all components/features.	Within 8 weeks from the date of initial Purchase Order
2	Complete setup of GenAI Solution including Development and Deployment of initial 10 (ten) Use Case as per the RFP including UAT sign-off which include: a) Setup of Infrastructure i.e., OS, DB and other components installation and implementation b) Installation and Setup of GenAI Platform c) Initial 5 Use Cases development d) User Acceptance Testing e) UAT Sign-Off	Withing 14 Weeks from the date of initial Purchase Order
3	Go Live of complete GenAI setup for production in DC and DR with initial 5 (five ) Use Cases: a) Pre Go-Live Audit observation closure report submission b) Go-Live and Sign-Off of processes c) Go-Live of GenAI	Within 18 weeks from the date of initial Purchase Order
4	Go Live of complete GenAI setup for production in DC and DR with additional 5 (five) Use Cases: <ul style="list-style-type: none"> <li>• Pre Go-Live Audit observation closure report submission</li> <li>• Go-Live and Sign-Off of processes</li> </ul>	Within 28 weeks from the date of initial Purchase Order
4	ATS/AMC of Infrastructure	On Half Year basis in arrears

5	OTS (Onsite Technical Support)	Within 8 Weeks from the Date of Initial Purchase Order
6	Customization Effort	Within 4 weeks from the date of UAT sign-off

**Table B – Other Use Case(s) Implementation (other than mentioned in the RFP)**

S.No.	Phase	Timeline
1	Development and Deployment of all other identified Use Case(s) as per accepted POA including UAT sign-off which include: a) Processes development b) User Acceptance Testing c) UAT Sign-Off	Within 8 weeks from the date of related/respective Purchase Order for other Use Case(s) identified as part of discovery.
2	Go Live of all other identified Use Case(s) including a) PreGo-Live Audit observation closure report submission b) Go-Live and Sign-Off of Processes	Within 12 weeks from the date of related/respective Purchase Order for other Use Case(s) identified as part of discovery

### 3.6 Service Levels & Penalties

#### 3.6.1 Penalty due to delay in Services

- A – Infrastructure (Hardware & Software) Cost
- B – Generative AI Licenses Cost
- C – ATS & AMC Cost
- D – OTS (Onsite Technical Support) Cost

**Table A - Delivery & Installation of GenAI Setup with Initial 10 Use Cases**

Deliverables	Expected Timeline	Penalty	Max. Penalty
Delivery of Hardware, Software and Licenses including Other Components for Generative AI setup at (DC & DR)	Within 8 weeks from the date of initial Purchase Order	1% of Total Contract Value for every week or part thereof delay	10%
Complete setup of GenAI Solution including Development and Deployment of initial 10 (ten) Use Case as per the RFP including UAT sign-off	Withing 12 Weeks from the date of initial Purchase Order	1% of Total Contract Value for every week or part thereof delay	10%
Go Live of complete GenAI setup for production in DC and DR with initial 10 (ten) Use Cases	Within 16 weeks from the date of initial Purchase Order	1% of Total Contract Value for every week or part thereof delay	10%

**Table B - Other Use Case(s) Implementation (other than mentioned in the RFP)**

<b>Deliverables</b>	<b>Expected Timeline</b>	<b>Penalty</b>	<b>Max. Penalty</b>
Development and Deployment of all other identified Use Case(s) as per accepted POA including UAT sign-off	Within 8 weeks from the date of related/respective Purchase Order for other Use Case(s) identified as part of discovery.	For any delay, 1% per week or part thereof of the Purchase Order	10% of B
Go Live of all other identified Use Case(s)	Within 12 weeks from the date of related/respective Purchase Order for other Use Case(s) identified as part of discovery	For any delay, 1% per week or part thereof of the Purchase Order	10% of B

**3.6.2 Penalty due to Downtime or due to Performance or unavailability of Solution**

Below the expected Turnaround time of any application integrated with the Solution, which may impact Banks business.

After implementation of the complete solution, Penalty will be deducted for partial or complete downtime of the system as below. The monitoring will happen on the solution itself or via the bank's third-party server monitoring tools.

**Uptime Calculation**

Uptime % = ((Number of Minutes in month – Number of minutes Impacted in month) x100)/Total Number of minutes in month)

<b>Uptime% (U)</b>	<b>Penalty</b>
U >=99.95	No Penalty
99.50<=U< 99.95	0.25 % of (A+B+C)
99.00<=U< 99.50	0.5% of (A+B+C)
98.50<=U< 99.00	0.75 % of (A+B+C)
98.00<=U< 98.50	1 % of (A+B+C)
And so, on	For every 0.25 % drop in the Uptime, Penalty @ 0.5% of (A+B+C)
Max. Limit	10% of (A+B+C), beyond which Bank may terminate the contract

Uptime/Downtime will be monitored on Monthly basis.

Penalty due to downtime, during contract period will be deducted from any subsequent payment to be made to the Successful bidder.

### 3.6.3 Penalty Due to non-availability of resources during Implementation Period

- I. In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.5% of the Implementation cost, for each day, up to a maximum of 10%.

### 3.6.4 Penalty Due to non-availability of Onsite Technical Resources:

S No.	Clause	Description	Penalty
1.	Delay in resource Deployment	The onsite resource should be available after the delivery of hardware, software & licenses during implementation.	0.5 % of Overall resource cost for delay per day or part thereof in on boarding of resource subject to maximum up to 10% of the of Overall resource cost of Project.
2.	Absentees/ Unavailability of Onsite Resources	In the absence of the engineer during shift or less no. of support engineers (as asked by the Bank) during any point of time of contract, suitable replacement (having similar skill set) is to be provided on immediate basis	In case of absolute absence (when no replacement is provided), no payment for the day(s) of absence of the respective resource(s) shall be made and Bidder shall raise the invoices based on the actual number of resources present on each day. In addition, penalty @ <b>50%</b> of the per day cost of the respective resource(s) shall be deductible as penalty for each day of absence of any resource. Cost of each day cost shall be calculated based on final yearly cost of the resource.
3.	Delay in permanent replacement of resources	In case any resource resigned / replacement of resource on request from Bank, in such case the vendor will provide equivalent or higher qualified resource for that resigned resource. There should be minimum four weeks overlap period should be there between resigned resource and newly joined resource for smooth knowledge transition. Bidder should avoid frequent resource replacement in any	Any replacement more than 2 resources in a year will incur a penalty of INR 50000 per resource.

	circumstances, maximum 2 replacements allowed by the prior approval from bank.	
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### 3.6.5 Penalty due to delay in Response and Resolution of any issue raised:

Incident Priority is derived from assessment of Impact and Urgency criteria. Incident Priority levels (“Severity Levels”) shall be determined in accordance with the classifications and descriptions as set out below:

Impact	Description	Priority
<b>Critical</b>	<ol style="list-style-type: none"> <li>Such class of errors will include problems, which prevent users from making operational and functional use of solution.</li> <li>Any problem due to which the solution is not available to the Bank users.</li> <li>Any issues due to which the solution does not perform according to the defined performance and query processing parameters required as per the RFP like response slowness or no response of the process or processes and due to which the Bank users will not be able to perform their task in time.</li> <li>No work-around or manual process available</li> <li>Financial and business impact on Bank</li> </ol>	P1
<b>High</b>	<ol style="list-style-type: none"> <li>Any incident which is not classified as “Critical” for which an acceptable workaround has been provided by the Bidder.</li> <li>Users face severe functional restrictions in the application irrespective of the cause.</li> <li>Key business systems and support services</li> </ol>	P2
<b>Medium</b>	<ol style="list-style-type: none"> <li>Any incident which is not classified as “Critical” and “High Priority” for which an acceptable workaround has been provided by the Bidder.</li> <li>Moderate functional restrictions in the application irrespective of the cause.</li> <li>No impact on processing of normal business activities</li> <li>Equipment/system/Applications issues and has no impact on the normal operations/day-to-day working</li> </ol>	P3
<b>Low</b>	<ol style="list-style-type: none"> <li>All other residuary issues not defined in” Critical”, “High Priority” and “Medium Priority”</li> <li>Any issue at Non-production and UAT setup that may impact bank’s user business hours.</li> </ol>	P4

### TAT (Turn Around Time) to resolving Incident (P1, P2, P3, P4)

Priority	Target Response Time	Target Resolution Time	Root Cause Analysis	Service Hours
P1	30 minutes	4 hours	48 hours	24x7
P2	60 minutes	8 hours	72 hours	24x7
P3	90 minutes	1 day	96 hours	09:00 – 18:00
P4	90 minutes	2 day	120 hours	09:00 – 18:00

### Penalty

Service	Service Level	Penalty	Max Penalty
<b>Incident Response</b>	<p>24x7 monitoring of all in- scope solution.</p> <p>Categorization of events into P1, P2, P3 and P4 shall be carried out in consultation with the Bank during the contracting phase.</p>	<p>All Critical, High, and Medium priority incident should be logged as incident tickets and responded as per below SLAs:</p> <p>Incident Response along with action plan/ mitigation steps should be provided to designated Bank personnel as per the below SLA:</p> <ul style="list-style-type: none"> <li>• P1 incidents within 30 minutes of the incident being identified/ notified. Update should be provided every 30 minutes till the closure of the incident.</li> <li>• P2 incidents within 60 minutes of the incidents being identified/ notified. Update should be provided every 1 hour till the closure of the incident.</li> <li>• P3 incidents within 90 minutes of the incidents being identified/ notified. Update should be provided every 2 hours till the closure of the incident.</li> <li>• P4 incidents within 90 minutes of the incidents being identified/ notified. Update should be provided every 4 hours till the closure of the incident.</li> </ul> <p><b>Quarterly OTS Cost = (Total OTS Cost for the entire contract period)/12.</b></p>	100% of Quarterly OTS Cost

		<p><b>Penalty:</b></p> <p>SLA is measured on a Monthly basis and the penalty shall be levied on Quarterly Basis as follows:</p> <ul style="list-style-type: none"> <li>• <b>P1 incidents:</b> For any violation in meeting the SLA requirements for P1 incident, Penalty shall be levied @1% per hour, or part thereof of, the Quarterly OTS Cost</li> <li>• <b>P2 incidents:</b> For any violation in meeting the SLA requirements for P2 incident, Penalty shall be levied @0.50% per hour, or part thereof, of the Quarterly OTS Cost</li> <li>• <b>P3 incidents:</b> For any violation in meeting the SLA requirements for P3 incident, Penalty shall be levied @0.25% per hour, or part thereof, of the Quarterly OTS Cost</li> <li>• <b>P4 incidents:</b> For any violation in meeting the SLA requirements for P4 incident, Penalty shall be levied @0.15% per hour, or part thereof, of the Quarterly OTS Cost</li> </ul>	
<p><b>Incident Resolution</b></p>	<p>Resolution of the identified incidents.</p>	<p>The timelines required for resolution of Critical, High, Medium and Low priority incidents is mentioned below:</p> <ol style="list-style-type: none"> <li>1. <b>P1 incidents</b> within 4 hours of the incident identification.</li> <li>2. <b>P2 incidents</b> within 8 hours of the event identification.</li> <li>3. <b>P3 incidents</b> within 1 day of the event identification.</li> <li>4. <b>P4 incidents</b> within 2 days of the event identification.</li> </ol> <p><b>Quarterly OTS Cost = (Total OTS Cost for the entire contract period)/12.</b></p>	<p>100% of Quarterly OTS Cost</p>

		<p><b>Penalty:</b></p> <p>SLA is measured on a Monthly basis and the penalty shall be levied on Quarterly Basis as follows:</p> <ul style="list-style-type: none"> <li> <p><b>P1 incidents:</b> For any violation in meeting the SLA requirements for P1 incident, Penalty shall be levied @1% per hour, or part thereof, of the Quarterly OTS Cost</p> </li> <li> <p><b>P2 incidents:</b> For any violation in meeting the SLA requirements for P2 incident, Penalty shall be levied @0.50% per hour, or part thereof, of the Quarterly OTS Cost</p> </li> <li> <p><b>P3 incidents:</b> For any violation in meeting the SLA requirements for P3 incident, Penalty shall be levied @0.25% per hour, or part thereof, of the Quarterly OTS Cost</p> </li> <li> <p><b>P4 incidents:</b> For any violation in meeting the SLA requirements for P4 incident, Penalty shall be levied @0.15% per hour, or part thereof, of the Quarterly OTS Cost</p> </li> </ul>	
<p><b>Root Cause Analysis</b></p>	<p>Identifying and documenting the root cause of the incident</p>	<p>The timelines required for RCA of Critical, High, Medium, and Low priority incidents is mentioned below:</p> <ul style="list-style-type: none"> <li>P1 incidents within 48 hours of the incident resolution.</li> <li>P2 incidents within 72 hours of the incident resolution.</li> <li>P3 incidents within 96 hours of the incident resolution.</li> <li>P4 incidents within 120 hours of the incident resolution</li> </ul> <p><b>Quarterly OTS Cost = (Total OTS Cost for the entire contract period)/12.</b></p> <p><b>Penalty:</b></p>	<p>100% of Quarterly OTS Cost</p>

		<p>SLA is measured on a Monthly basis and the penalty shall be levied on Quarterly Basis as follows:</p> <ul style="list-style-type: none"> <li>• <b>P1 incidents:</b> For any violation in meeting the SLA requirements for P1 incident, Penalty shall be levied @1% per day, or part thereof, of the Quarterly OTS Cost</li>   <li>• <b>P2 incidents:</b> For any violation in meeting the SLA requirements for P2 incident, Penalty shall be levied @0.50% per day, or part thereof, of the Quarterly OTS Cost</li>   <li>• <b>P3 incidents:</b> For any violation in meeting the SLA requirements for P3 incident, Penalty shall be levied @0.25% per day, or part thereof, of the Quarterly OTS Cost</li>   <li>• <b>P4 incidents:</b> For any violation in meeting the SLA requirements for P4 incident, Penalty shall be levied @0.15% per day, or part thereof, of the Quarterly OTS Cost</li> </ul>	
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**Note:**

1. If performance issues (P1 and/or P2) continues for more than one month due to any reason at application/solution side, bank may choose any or all of the options like Review the contract, Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder.
2. SLA will be monitored on Monthly basis. Penalty due to downtime/service unavailability/disruption and any clauses mentioned above during contract period will be deducted from any subsequent payment to be made to the bidder.
3. Penalty(s) during contract period will be deducted from any subsequent payment to be made to the Successful bidder.
4. Penalty as mentioned above can be levied simultaneously. Maximum deducted penalty of

one type will not affect any other type of penalty i.e. All types of penalties can be levied up to their maximum limit simultaneously.

5. Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder, in case the bidder exceeds the threshold limit of Delay for any of the items above and/or penalty amount exceed as mentioned above . Bank, at its sole discretion, may exercise any or all of the options against the bidder, in such circumstances.

### 3.6.6 Penalty due to erroneous behaviour of the Solution

If the solution or any of its components behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.

### 3.6.7 Penalty due to Audit and Compliance Gaps

#### 1. Pre Go-Live Audit

Bidder to ensure to close all the pre Go-Live audit observations related to Use Cases and GenAI platform which are reported in pre Go-Live Audit reports and submit the compliance of all observations in respective reports within one week from the date of sharing of respective audit report by the bank. In case of delay beyond one week, Penalty @ Rs. 5,000 per day per respective report shall be applicable for the delayed period.

#### 2. Regulatory Audit

Bidder to ensure to close all the regulatory audit observations related to Use Cases and GenAI platform within the timeline defined by the regulatory authority or Bank. In case of delay in compliance and/or closure of individual observations, beyond defined closure timelines, penalty would be levied @ Rs. 5000 per day per observation for the delayed period.

#### 3. Regular Audit

Service	Gaps/Issue Categorization	Resolution Timelines	Penalty
Audit Gaps/ Issues Resolution	Critical	Within 7 days	Rs 10,000 per day post resolution timelines till issues/gaps closure date
	High	Within 10 days	Rs 5,000 per day post resolution timelines till issues/gaps closure date

	Medium	Within 20 days	Rs 2,000 per day post the resolution timelines till the issues/gaps closure date
	Low	Within 1 month	Rs 1,000 per day post the resolution timelines till the issues/gaps closure date

Bidder must be submitting the compliance document confirming that the identified gaps have been closed.

#### 4. Regulatory Penalty Levied by Regulators related to the Solution

If any penalty is levied by any Regulator on the Bank which is attributed to the solution or any of its components, then the entire amount of such loss shall be recovered from the bidder on actual basis limit upto the TCO.

#### Note:

6. If performance issues / downtime less than 98.00% continues for more than two months due to any reason at application/solution side, bank may choose any or all of the options like Review the contract, Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder.
7. SLA will be monitored on Monthly basis. Penalty due to downtime/service unavailability/disruption and any clauses mentioned above during contract period will be deducted from any subsequent payment to be made to the bidder.
8. Penalty as mentioned above can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All types of penalties can be levied up to their maximum limit simultaneously. The maximum penalty amount cannot exceed the 10% of TCO as per RFP.
9. Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the bidder, in case the bidder exceeds the threshold limit of Delay for any of the items above and/or penalty amount exceed as mentioned above (Point.3). Bank, at its sole discretion, may exercise any or all of the options against the bidder, in such circumstances.

#### 3.7 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned as per **Annexure- 2**. Only those bidders, who satisfy all the eligibility criteria as mentioned in Annexure-2, may respond. Document

in support of all eligibility criteria is required to be submitted along with the Bid. Offers received from the bidders who do not fulfil any of the eligibility criteria are liable to be rejected. Any decision of Bank in this regard shall be final, conclusive, and binding upon the bidder.

### 3.8 Terms of Payment

Bidder has to quote the cost for all items as per Bill of Material in Annexur-15. Delivery means delivery of all components i.e., Hardware, Software, licenses and Manpower as specified in the document and part delivery of any item will not be considered.

1. Only GST, wherever applicable, will be borne by the Bank.
2. Bank will deduct TDS (Tax deducted at source) as applicable.
3. Payment will be made as per the following schedule: -

- A – Infrastructure (Hardware & Software) Cost
- B – Generative AI Licenses Cost
- C – ATS & AMC Cost
- D – OTS (Onsite Technical Support) Cost

**Table A - Delivery & Installation of GenAI Setup with Initial 10 Use Cases**

SNO	Deliverables	Payment Milestones	Payable Amount
1	Delivery of Hardware, Software, licenses and other components required for setting up GenAI as per RFP including all components/features.	Within 8 weeks from the date of initial Purchase Order	50% of A+B
2	Complete setup of GenAI Solution including Development and Deployment of initial 10 (ten) Use Case as per the RFP including UAT sign-off User Acceptance Testing	Within 12 Weeks from the date of initial Purchase Order	30% of A+B
3	Go Live of complete GenAI setup for production in DC and DR with initial 10 (ten) Use Cases	Within 16 weeks from the date of initial Purchase Order	20% of A+B
4	ATS/AMC of Infrastructure	NA	On Half Year basis in arrears
5	OTS (Onsite Technical Support)	Within 8 Weeks from the Date of Initial Purchase Order/after go-live	On Quarterly basis in arrears

**Table B - Other Use Case(s) Implementation (other than mentioned in the RFP)**

SNO	Deliverables	Payment Milestones	Payable Amount
1	Development and Deployment of all other identified Use Case(s) as per accepted POA including UAT sign-off	Within 8 weeks from the date of related/respective Purchase Order for other Use Case(s) identified as part of discovery.	50% of the Purchase Order
2	Go Live of all other identified Use Case(s)	Within 12 weeks from the date of related/respective Purchase Order for other Use Case(s) identified as part of discovery	50% of Purchase Order

**Note:**

1. TDS on payments will be deducted as applicable.
2. The solution subscription/warranty date shall be start from the date of solution sign-off by the bank.
3. \*The above payments shall be made in arrears after completion of respective milestone and on submission of requisite documents from OEM/OSD. The above payments may be made in advance on completion of previous milestone and on receiving written request from the Bidder and on submission of requisite documents from OEM/OSD, subject to production of Bank Guarantee of equivalent amount (Invoice value) and with validity period of atleast 1 year. In case of any non-compliance to any of the RFP terms and conditions, Bank may forfeit any of the Bank Guarantees and recover the amount from the Bidder.
4. AMC and Software License/Subscription/ ATS payment shall only be released after production of certificate from OEM/OSD for AMC/ATS/License coverage for the respective products for the period for which invoice is raised.
5. All the payments will be made to bidder electronically in Indian Rupees only. Payment will be made against delivery invoices and challans duly acknowledged by Bank officials.
6. Quarterly AMC/ATS shall be paid in arrears on production of invoice & certificate/confirmation from respective OEM that applicable AMC/ATS support has been renewed in line with the RFP requirements. Yearly AMC/ATS maybe paid in advance on production of Bank

Guarantee of equivalent amount (invoice amount for AMC and ATS) with validity of 15 months and claim period of additional 2 months.

7. Further, the above payments will be released only after submission of Performance Bank Guarantee, signing of SLA (including Dos & Don't) and NDA by Successful Bidder.
8. The Bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the daily/weekly/monthly reports for which payment is being claimed.
9. All the payments to the Bidder shall be subject to the report of satisfactory accomplishment of the concerned task / performance/ delivery of the Services to the satisfaction of Bank for this purpose.
10. Penalties if any, on account of non-compliance of Service Requirements/ liquidated damages, if any, shall be deducted from the invoice value/ EMD amount.
11. Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
12. 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.
13. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
14. Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
15. It is clarified that any payments of the charges made to and received by Successful Bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.
16. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted in TCO and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging.
17. Penalties / liquidated damages, if any, shall be deducted from the invoice value.
18. In case Bank extends Contract period, the tenure of the existing Performance Bank Guarantee shall have to be extended accordingly for the duration of contract extension and

claim period of an additional 6 months. In case the same is not feasible due to any reason, Bidder shall have to submit a Performance Bank Guarantee of the same amount (10% of the Project Cost) as submitted previously for the duration of contract extension and claim period of an additional 6 months.

### **3.9 Warranty, Annual Maintenance Contract (AMC) and Annual Technical Support (ATS)**

- 1. Software & Hardware Acceptance:** - Bank will carry out the acceptance tests for testing of software, hardware and verification that the supplied components are as per bill of material through bank or bank appointed third party auditor. The Bidder shall assist bank in all acceptance tests to be carried out by bank. Bidder needs to rectify all the gaps highlighted in the Acceptance testing without any additional cost to Bank.
2. Vendor should provide comprehensive onsite warranty for servers/hardware, and Support/Subscription for software/license products and OS. The warranty/subscription will start from the date of go-live of the solution. During the warranty/subscription period, vendor is required to install upgrades, new releases and handle the faults/problems at no extra cost to Bank.
3. The Bidder shall undertake to provide an onsite comprehensive 3 (three) Year Warranty and AMC + ATS for next 2 (Two) years (BACK-TO-BACK with OEM) for all supplied hardware and software from the date of sign off by the Bank. Bidder needs to ensure that none of the solution component is declared as EOSL (End of Service Life) for minimum 7 years after the start of Warranty period. If any component is declared as EOSL during the above period, the bidder shall replace the same with an equivalent or higher component meeting the RFP and solution requirements without any additional cost to Bank.
4. In case of subscription, the Bidder shall provide onsite comprehensive warranty and support during the complete tenure (i.e., 5 years from the date of go-live of the complete solution by the Bank) for all supplied Software and Licenses as per RFP requirement.
5. Hardware part replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges during the contract period.

### **3.10 Signing of Contract**

1. The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA) within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due

performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Service Level Agreement/ Purchase Order to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days or till such period as extended by the Bank), the EMD will be forfeited after a grace period of 15 working days.

2. Bank reserves the right to blacklist/debar the said successful bidder after a grace period of 15 working days.
3. The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

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

### **3.11 Duration of Contract**

1. Bank will enter into a contract with the successful bidder initially which shall start from the date of signing the contract and will be valid for a period of 5 years from the date of go-live.
2. 'Service Level Agreement' to be signed between Bank and the Service Provider following the completion of selection process and will continue until end of the contract period or terminated whichever is earlier.
3. After expiry of the contract period of five (05) years, Bank may extend the contract for a period of one (01) year each or part thereof with maximum for two (02) years for AMC & ATS and onsite resource support on the same rates as applicable to 5th year of the contract SLA, Terms & Conditions, subject to satisfactory performance of successful bidder.
4. Bank reserves right to terminate the contract at any time in case successful bidder fails to meet any of the requirements as mentioned in the RFP.

### **3.12 Other Terms and Conditions**

1. The Service Provider shall comply with the directions issued from time to time by bank and follow the industry and statutory standards related to the security and safety, in so far as it applies to the provision of the Services relating to the Project defined as per RFP.
2. The Service Provider shall upon prior intimation by the Bank or its nominee(s) participate in regular meetings where safety and information technology security matters are being reviewed.
3. Consortium Bidding will not be accepted by Bank.
4. Location of Onsite technical support person can be changed as per the Bank requirement. It maybe DC and DR and any other site of the Bank.

### 3.13 Bid Submission Process

#### 3.13.1 Documents for Technical Bid

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

#### 3.13.2 Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in **Annexure 12** – Commercial Bid.

The Commercial Offer should give all relevant price information as per the commercial bid format and should not contradict the Technical Bid document in any manner.

#### 3.13.3 Shortlisting of bidders Technical Evaluation

The bank will evaluate the bidders based on:

1. **Whether tender fees / EMD / Bid security declaration has been submitted**

First of all, the RFP Cost / Tender fees and EMD of all bidders will be verified. If any RFP Cost / EMD / Bid security declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process.

2. **Compliance to Eligibility criteria**

The technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical specifications / parameters.

3. **Compliance to terms and conditions of the RFP, corrigendum (if any)**

- a. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. The Bank reserves the right to accept or reject any product/ item/ technology / module / functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification / Solution is not

in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

- b. For responses received within the prescribed closing date and time the Bank will scrutinize the offers received as per the above-mentioned list and to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.
- c. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.
- d. Upon receipt of applications (RFP) the same shall be scrutinized and evaluated by the Bank and the Bank will shortlist /select bidders as per requirement and the same shall be communicated to the bidders. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- e. During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by PNB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission. IN case the OEM is participating in the bid directly, the bids of its authorised resellers will not be considered.
- f. The Bank reserves the right to check / validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the bidder. The Bank may ask for queries on each of the criteria wherein the bidder needs to response within stipulated timelines.
- g. Demonstration and Capability Presentation -If required, the bank may ask the bidder to arrange for the demonstration and presentation of the offered products and how the project will be carried out by the bidder. The Bank may ask the bidder to provide the presentation (overall presentation or to cover up any specific area during the presentation).

#### **4. Technical Evaluation and Eligibility**

- a. The Bidder having minimum 75% marks in technical scoring will be eligible for further process of RFP.

### 3.13.4 Commercial Evaluation

1. Technically qualified bidders as per technical evaluation process will participate in commercial bid opening process. The bidder should quote as per Price Format in Indian Rupees as the all-inclusive price for the desired work / services.
2. While submitting the financial bid, following must be kept in mind:
  - a. The price quoted should include all costs associated with the assignment (support, maintenance, customization etc.). A separate Tax breakup should be provided by the bidder.
  - b. The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
  - c. The financial bid should be submitted in the Price Format given in **Annexure 12 – Commercial Bid format**.
3. In case Bank is left with single eligible bidder then Bank will have right to negotiate the offered commercials with that bidder.
4. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

#### 4 PART C - ANNEXURES

##### **Annexure 1 – Undertaking from the Bidder**

(To be submitted on Bidder's Letter Head)

To  
The Assistant General Manager  
Centralised Procurement & Partnership Division  
Punjab National Bank  
HO:CPPD, Head Office  
New Delhi  
Sir

#### **REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

We submit our Bid Documents herewith.

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

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. You 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.
5. We have not been blacklisted/ debarred /banned by the Government / Government agency / Banks / Financial Institutions / PSUs in India during the last 3 years from the date of bid submission.

6. **Terms & Conditions:** We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).

We understand & agree that in event of being successful in the bid and being empanelled, we shall comply to the terms & conditions of RFP in future and shall not attempt to get the same changed from Bank later on in process of empanelment, contract signing, and extension of contract and / or subsequent purchase order/s from Bank. We understand and agree that such attempts and noncompliance to RFP terms may lead to cancellation of our agreement and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and black- listing.

**Scope of work and/ Technical Specifications:** We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).

**RFP, Clarifications & subsequent Corrigendum/s, if Any:** We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid)

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

We certify that: (strike out whichever is not applicable)

1. We and our OEM(s) are not from such a country.

**OR**

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

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

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

**OR**

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

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

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

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

8. We do hereby undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

9. We hereby state that we comply with all the directions and clauses as stated in the said circulars:  
 a) RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services  
 b) RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices

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

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

11. The escalation matrix of our organization are as follows:

Sl. No.	Escalation Level	Name	Designation	Contact No.	Email ID
1	Escalation Level 1				
2	Escalation Level 2				
3	Escalation Level 3				
4	Escalation Level 4				
5	Escalation Level 5				

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

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

13. We hereby undertake that the proposed 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) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

14. We also undertake that:-

(a) The Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.

15. We also undertake to submit the Non-Disclosure Agreement as per **Annexure 10** of this RFP if we are selected as the successful vendor, whenever sought by the Bank.

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

17. We also undertake to submit the Information of the Bidder Company as per **Annexure 17** of this RFP if we are selected as the successful vendor, whenever sought by the Bank.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Yours faithfully

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**           **Seal of Company**

**Email ID:**

## Annexure 2 – Eligibility Criteria

(To be submitted on Bidder's Letter Head)

To  
The Assistant General Manager  
Centralised Procurement & Partnership Division  
Punjab National Bank  
HO:CPPD, Head Office New Delhi

Dear Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA  
PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

We confirm our Compliance of below Eligibility Criteria given in RFP: Selection of System Integrator for Implementation of Generative AI Platform and Use Cases.

Sl.	Eligibility Criteria	Document to be Submitted	Compliance (Yes/No)
1	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm/ LLP registered in India under Partnership Act 1932/2008 (as amended) at least for last five years (four years for MSE/Startup) as on date of bid submission.	Copy of the certificate of incorporation -issued by The Registrar of Companies/ Partnership Deed etc. <b>AND</b> certificate for change of name, etc., if any.	
2	<p>a. The bidder should be either the Original Equipment Manufacturer (OEM) or their authorized representative in India. IAR/Agent/SI and the Principal/OEM/Solution Provider cannot bid simultaneously for the same Product in the same tender.</p> <p>b. If any product of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.</p>	<p>In case of authorized representative/partner of the primary product, MAF from OEM as per <b>Annexure-14</b> in their letter Head needs to be provided. (Name, designation, contact no &amp; official mail id of the signing authority must be clearly mentioned in the MAF.)</p> <p style="text-align: center;"><b>OR</b></p> <p>In case bidder itself is OEM of any Item (e.g., App./hardware etc.),</p>	

	<p>c. If an Indian Authorized Representative (IAR) submits bid on behalf of the Principal/OEM, the same IAR shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In such case all the bids from the said IAR will be rejected.</p> <p>d. Joint Bids/ Bids by Consortium are not acceptable.</p>	<p>undertaking as per <b>Annexure-15</b> on their company's letter head should be provided.</p>	
<p>3</p>	<p>The Bidder must have a <b>minimum annual average turnover of Rs. 18.00 crores in 3 Financial Years (2021-22, 2022-23, &amp; 2023-24)</b> from their Indian operations.</p> <p>In case of MSE/ Startup, bidder should have average annual turnover of INR 12 crores during last three financial years i.e. 2021-22, 2022-23 and 2023-24, from their Indian operations.</p> <p>This must be the individual company turnover and not that of any group of companies.</p> <p>AND</p> <p>The bidder should also have a positive Net Worth during last three financial years i.e. 2021-22, 2022-23 and 2023-24.</p>	<p>Provide CA Certificate as per <b>Annexure-7</b> <b>AND</b> Audited Financial statements (Balance sheet and Profit &amp; Loss statement) for last three financial years i.e. 2021-2022, 2022-23 &amp; 2023-24</p>	
<p>4</p>	<p>The bidder should not be involved in any litigation which threatens solvency of company.</p>	<p>Certificate is to be provided by the chartered accountant /statutory auditor, as per <b>Annexure- 5</b>.</p>	
<p>5</p>	<p>The Bidder should not have been blacklisted/ debarred /banned by Government / Government agency / Banks / Financial Institutions / PSUs in India during last 3 years as on bid submission date.</p>	<p>Certificate is to be provided as per <b>Annexure- 6</b>.</p>	
<p>6</p>	<p>The Bidder and its subsidiaries should not have been engaged with Punjab National Bank for consultancy services related to IT/ Digital Products during last 3 years as on bid submission date.</p>	<p>An undertaking to this effect must be submitted on company letterhead with duly signed &amp; sealed.</p>	

7	Bidder must provide Confirmation that any of its subsidiary or associate or holding company or companies having common promoter director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in this RFP process.	Letter of confirmation on Bidder company's letter head signed by Authorized Signatory	
8	Bidder must be operating in the field of GenAI/AI/ML for at least three years or more as on date of bid submission.	Reference Letter/ Purchase Order / Contract Document (Agreement) (to be submitted).	
9	The Bidder should have implemented at least 2 GenAI/ AI/ ML implementations in PSU/Government/BFSI out of which at least 1 implementation should be in Public Sector Bank/Private Sector Bank/ BFSIs in India, during last 3 years as on date of bid submission.	Reference Letter/ Purchase Order / Contract Document (Agreement) (to be submitted and Completion certificate /Email from customer	
10	Bidders must have Development Centre and Technical Support Office in India.	Bidder has to submit Supporting document and declaration on its letter head duly signed by Authorized Signatory.	
11	The bidder should have ability to provide on-site resources at the Bank's desired location for implementation and support as per need of the Bank with adequate number of data engineers, data scientists, data analysts, full stack developers, etc. having expertise & experience in understanding & implementing the technical, operational Banking, business, functional, report level requirements of the Bank and regulatory requirements for each GenAI use-case.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	
12	The Bidder (including its OEM, if any) should either be Class I or Class II local supplier as defined in Public Procurement (Preference to Make in India), Order 2017, Revised Order (English) dated 19.07.2024.	Certificate of Local Content to be submitted as per Annexure 20.	

13	The bidder should be an IS/ISO 9001 and IS/ISO/IEC 27001 or equivalent BIS certificate as on date of bid submission.	A copy of valid certificates duly authorized to be submitted by bidder.	
14	The Bidder should be a CMMI 3 or equivalent BIS certified organization.	A copy of valid certificates duly authorized to be submitted by bidder.	

**NOTE:**

1. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
2. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
3. Evaluation of Technical bids will be done by Bank's committee for technical evaluation of bids and the decision of the committee will be final.
4. Bidders to submit relevant documentary evidence for all parameters mentioned.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
6. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/OSD/CA/third party. All documents, addressed to the Bank, should be submitted in Original.
7. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. The document providing the authorization of the signatory should be submitted to the Bank for all parties.
8. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 3 – Bidder’s Information**

(To be submitted on Bidder’s Letter Head)

**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA  
PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

S.N	Information	Particulars / Response
1	Company Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Registered office address	
6	GST No.	
7	Whether MSE/Startup (quote registration no. and date of registration, copy to be attached)	
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	Account Number:  Account Name:  IFSC:  Bank Name:
9	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	
10	Specimen Full signature	

.11	Contact person's name, address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact person's details)	
.12	Details of Service Support Centre in Delhi/NCR /Mumbai	Complete Address:  No. of Support Engineers:  Contact Person (Name & No.):  Email ID:
.13	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
.14	Any pending or past litigation (within three years)? If yes, please give details	Yes/No/Comments (if option is 'Yes')

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 4 – Performance Certificate**

(To be submitted on Client’s Letter Head)

To  
 The Assistant General Manager  
 Centralised Procurement & Partnership Division  
 Punjab National Bank  
 HO:CPPD, Head Office  
 New Delhi  
 Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION..**

This is to certify that M/s \_\_\_\_\_ has supplied/implemented the below listed devices/services and is working as our Security Implementer/Security Integrator.

Name & Full Address of the Purchaser	Name of the OEM of the Product & Model/ Services Offered	Date of go-live/ sign-off

The services provided by the M/s \_\_\_\_\_ and the products supplied by them are satisfactory and working as per the requirement of our organization since the date of go-live/ sign-off till date.

The project is successfully running till date **OR** the project has completed its course on \_\_\_\_ (Month and Year).

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

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

### **Annexure 5 - Litigation Certificate**

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

#### **REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

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

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**UDIN No:**

## **Annexure 6 – Undertaking for Non - Blacklisted**

(To be submitted on Bidder/OEMs Letter Head)

To  
The Assistant General Manager  
Centralised Procurement & Partnership Division  
Punjab National Bank  
HO:CPPD, Head Office New Delhi

Sir,

### **REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

We M/s \_\_\_\_\_, a company incorporated under the **Companies Act- 1956/ Companies Act-2013/ Partnership Bidder registered under LLP Act 2008** with its headquarters at..... do hereby confirm that we have not been blacklisted/ debarred /banned by the Government / Government agency / Banks / Financial Institutions / PSUs in India during last 3 years.

This declaration is being submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,

Yours faithfully,

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 7 – Turnover Certificate**

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION..**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the **Companies Act- 1956/ Companies Act-2013/ Partnership Bidder registered under LLP Act 2008**, with its headquarters at....., \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY2021-22, FY2022-23 and FY2023-24 (to be submitted for years as per Eligibility Criteria (ANNEXURE-2) point no. 4).

<b>Financial Year</b>	<b>Annual Turnover (in Rs.)</b>	<b>Net Profit/Loss (in Rs.)</b>	<b>Net Worth (in Rs.)</b>
<b>FY 2021-22</b>			
<b>FY 2022-23</b>			
<b>FY 2023-24</b>			
<b>Average of 3 years as above</b>			

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

**Signature of CA/Statutory Auditor****Name of CA/Statutory Auditor:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company:****UDIN No:**

**Annexure 8 – Performa for Integrity Pact**

To  
The Assistant General Manager  
Centralised Procurement & Partnership Division  
Punjab National Bank  
HO:CPPD, Head Office New Delhi

**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA  
PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully  
(Duly authorized signatory of the Bidder)

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

## INTEGRITY AGREEMENT

(On Stamp paper of appropriate value)

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part. **AND**

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **RFP Implementation of GENERATIVE AI Platform and Use Cases.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
2. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
3. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
4. The Principal will exclude from the process all known prejudiced person.

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

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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section-3 Disqualification from tender process and exclusion from future contracts.**

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

### **Section 4- Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in” Guidelines on Banning of business dealing”.

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8- Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor (IEM) Sh. Madhusudan Prasad, (email ID: mprasad23@gmail.com),(Mob no. 9717585556) and Sh. Ajay Kumar Sharma (email ID:aajayced@gmail.com), (Mob No: 9990699002) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement. The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to the Bank Officials.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word ‘Monitor’ would include both singular and plural.

### **Section 09- Pact Duration**

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

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

### **Section 10- Other provisions**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the” Place of award of work”.

1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

## Annexure 9 – Performa for the Bank Guarantee

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To

The Assistant General Manager

Centralised Procurement & Partnership Division

Punjab National Bank

HO:CPPD, Head Office

New Delhi

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_

Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered  
office at \_\_\_\_\_ herein after

Called 'bidder') wish to participate in the said bid for On boarding of Vendor for Infra procurement and SI for Generative AI implementation An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_  
\_\_\_\_\_ has undertaken in pursuance of their offer to Punjab National Bank  
(hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate

in the said bid 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 (in words \_\_\_\_\_) 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 National Bank, the amount Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) 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 \_\_\_\_\_, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words \_\_\_\_\_).

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 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**

**Email ID:**

**Contact No.**

**Bank Common Seal**

## Annexure 10 – NDA (Non-Disclosure Agreement)

(On Stamp paper of appropriate value)

This Confidentiality –cum- Nondisclosure Agreement is entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, between \_\_\_\_\_ (Insert Name of the Service Provider) a company within the meaning of **Companies Act- 1956/ Companies Act-2013/ Partnership Bidder registered under LLP Act 2008**, having its Registered Office at \_\_\_\_\_ (herein after called 'Service Provider'), which expression shall, unless repugnant to the context, includes its successors and assigns

AND

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Corporate Office at Sector 10, Dwarka Delhi – 110 075 and inter-alia, its Information & Technology Division at 5, Sansad Marg, New Delhi – 110 001 (herein after referred to as 'PNB'), which expression shall, unless repugnant to the context, includes its successors and assigns.

The Service Provider and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Agreement dated \_\_\_\_\_ (hereinafter referred to as 'Agreement').

In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witness the: -

### 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.

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

## 2) Confidential Information:

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed

by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

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

### 4) **Non-Disclosure of Proprietary and Confidential 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.

### 5) **Limit on Obligations:**

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

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon 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.

#### 6) **Return of Documents:**

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

#### 7) **Communications:**

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

Attn: \_\_\_\_\_

1.....

2.....

M/s \_\_\_\_\_ Attn: \_\_\_\_\_

1.....

2. \_\_\_\_\_

#### 8) **Term:**

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

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

### **9) Damages:**

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) 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 direct loss and damages on account of such disclosure.
- (c) Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

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

#### 10) **Arbitration & Governing Law:**

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided 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 courts at Delhi.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

VENDOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If VENDOR fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator.

VENDOR shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

The venue of the arbitration shall be Delhi.

#### 11) **Permitted Disclosure**

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

#### 12) **Ownership of Information**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its

disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

### **13) No Representation**

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

### **14) No Assignment**

This Agreement shall not be assigned by either party, or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties" respective successors and permitted assigns.

### **15) Severability**

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

### **16) Delay or Waiver**

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

### **17) Governing Law**

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

### **18) Indemnity**

Each party shall indemnify the other party from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the

indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

## **19) Modification**

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

## **20) Remedies and Relief: -**

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

## **21) Notices:**

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

## **22) Miscellaneous**

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.
- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the

parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

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 \_\_\_\_\_

Authorized Signatory

Shri \_\_\_\_\_

Designation \_\_\_\_\_

For Punjab National Bank

Authorized Signatory

Shri \_\_\_\_\_

Designation \_\_\_\_\_

## Annexure 11 – Unpriced Bill of Material of Offered Solution & Hardware (BOM)

(To be submitted on Bidder’s Letter Head)

### REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.

Bidder needs to provide the compliance on below Bill of Materials and Also share the details of Hardware & Software proposed with the Generative AI setup.

**Table-1A: Hardware Details and Count**

Solution	Hardware Type	Details (Make/Model/Release etc.)	Quantity /No. of Units	Compliance (Yes/No)
Generative AI Hardware setup at DC and DR both site in HA.	GPU Servers			
	Storage			
	Non GPU Servers			
	Any Other Hardware			

**Table-1B: Bidder needs to fill all the hardware/Infrastructure details in below tables**

GPU SERVER FOR DC & DR		Compliance (Yes/ No)	Remarks/ Specification Supplied
Make & Model: (Please mention)			
<b>CPU</b> (CPU released in 2021 or later)	<b>CPU Model:</b> <b>Physical Processor Count:</b> <b>Core Count:</b>		
<b>Memory</b>			
<b>Hard Disk Storage</b>			
<b>Hard disk Type</b>			
<b>Raid Controller Card</b>			
<b>Ports</b>			
<b>Power supply</b>			
<b>HBA Card</b>			
<b>GPU Card Details</b>			

<b>Warranty</b>			
<b>Support from OEM</b>			

**Table-2B: Bidder needs to fill all the hardware/Infrastructure details in below tables**

<b>Non GPU SERVER FOR DC &amp; DR</b>		<b>Compliance (Yes/ No)</b>	<b>Remarks/ Specification Supplied</b>
<b>Make &amp; Model:</b> (Please mention)			
<b>CPU</b> (CPU released in 2021 or later)	<b>CPU Model:</b> <b>Physical Processor Count:</b> <b>Core Count:</b>		
<b>Memory</b>			
<b>Hard Disk Storage</b>			
<b>Hard disk Type</b>			
<b>Raid Controller Card</b>			
<b>Ports</b>			
<b>Power supply</b>			
<b>HBA Card</b>			
<b>Warranty</b>			
<b>Support from OEM</b>			

**Table-1C (Other Software)**

<b>Solution</b>	<b>Software</b>	<b>Details (Make/Version / Release etc.)</b>	<b>No. of Licenses</b>	<b>Compliance (Yes/No)</b>
Generative AI setup at DC and DR both site in HA.	Operating System			
	Database Software			
	Any Other Software for GenAI Use Cases			

**Table-2 (Generative AI)**

SNO	Solutions	Licenses Quantity	Compliance (Yes/No)
1	Enterprise User License Cost for Vector Database software, LLM orchestration tools, LLM testing frameworks		
2	Any Other Component		

**Table-3 (Implementation of Generative AI Use Cases)**

SNO	Items	Compliance (Yes/No)
1.	Installation, Implementation and Integration of Generative AI setup at DC & DR	
2.	Implementation of all use-cases (10)	
3.	Maintenance and Support	

**Table-4 (Training)**

SNO	Training Type	Duration (days)	Batches [A]	No of trainees per batch	Compliance (Yes/No)
1	Bank's core team	10			
2	Technical Training	20			

**Table-5 (Onsite Technical Support)**

SNO	Item Description for Onsite Resources.	Number of Resources	Compliances (Yes/No)
1.	L1 Resource Support/Facility Management for Use-case	3	
2.	L2 Resource Support/Facility Management for Use-cases	2	
3.	L3 Resource for Support/Facility Management OR Customization on existing use-cases defined in scope of work OR Additional use-cases or work not covered in the scope of work of RFP document	1	

- Bidder may add as many rows and columns as required.

- The quantity mentioned by the Bidder should be as per the requirement of the Bank
- *This is merely for understanding the hardware & software sizing and Bidder to mention all Other Information Related to all the Items of the complete solution (Please provide in tabular Format). If any item mentioned in the BoM is not a part of the commercial format, the same shall be treated as part of the overall solution which the Bidder has to provide without any additional cost to the Bank.*

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## Annexure 12 – Performa of the Indicative Commercial Bid

(To be submitted on Bidder’s Letter Head)

### Ref: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.

**(As per excel file uploaded on GeM)**

**Notes:**

1. The Price discovered through RFP will be valid for the contract period of 5 years.

**Table – Summary of Cost:**

<b>COMMERCIAL TABLE: SUMMARY OF COST</b>						
SI.	Item	Reference Table	Total Cost in Rs.	GST %	GST Amount	TOTAL AMOUNT INCLUDING GST
1	Generative AI Setup - Infrastructure Cost	A	0.00		0.00	0.00
2	Generative AI Setup Licenses and related component Cost	B	0.00		0.00	0.00
3	Installation, Implementation, Configuration, and Integration Cost	C	0.00		0.00	0.00
4	Onsite Technical Support (OTS/FMS) Cost	D	0.00		0.00	0.00
<b>Total Cost of Ownership (TCO)</b>		<b>A+B+C+D</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>

**Total Cost in Words: Rupees**

**Table-A**

PRICE SCHEDULE FOR GENERATIVE AI SETUP: INFRASTRUCTURE							
SNO	Description	Make and Model	Quantity/ No. of units	Unit Cost with 3 Years Warranty	Total Cost with 3 Years Warranty	Cost of AMC and ATS per unit per annum	Total Cost (3 Years Warranty + 2 years AMC & ATS)
			A	B	C = A*B	D	E = C+(2*D*A)
<b>INFRASTRUCTURE</b>							
1	Hardware (Server & Storage etc.) for GenAI setup at DC (in HA), DR (in HA) With 3 years warranty/support.		XX		0		0
2	Licenses for OS, DB, and other component for GenAI setup at both DC and DRS site/location in HA		XX		0		0
<b>Total of Table A</b>							<b>0</b>
<b>Total Cost in Words: Rupees</b>							

**Table-B**

PRICE SCHEDULE FOR GENERATIVE AI SETUP: LICENSES							
SN O	Description	Make and Model	Quantity/ No. of units	Unit Cost with 3 Years Warranty	Total Cost with 3 Years Warranty	Cost of AMC and ATS per unit per annum	Total Cost (3 Years Warranty + 2 years AMC & ATS)
			A	B	C = A*B	D	E = C+(2*D*A)
<b>INFRASTRUCTURE</b>							
1	Enterprise User License Cost for Vector Database software, LLM				0		0

	orchestration tools, LLM testing frameworks						
2	Other Software for GenAI use-cases (middleware etc.) for DC & DR in HA				0		0
<b>Total of Tabel B</b>							<b>0</b>
<b>Total Cost in Words: Rupees</b>							

**Table-C**

<b>INSTALLATION, IMPLEMENTATION, CONFIGURATION AND INTEGRATION OF GENERATIVE AI SETUP AND ITS' USE CASES</b>				
<b>S NO</b>	<b>Description</b>	<b>Quantity/ No. of units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Installation, Implementation and Integration</b>				
1	Installation of Hardware, OS, DB and Other related component to setup Generative AI at DC and DRS both site/location in HA	As per Annexure-11		
2	Setup of Generative AI (GenAI) at DC (in HA), DR (in HA)	2		
3	Implementation, Configuration, and Integration of All Use Cases	10		
4	Any Other			
<b>Total of Table C</b>				<b>0</b>
<b>Total Cost in Words: Rupees</b>				

**Table-D**

<b>SNO</b>	<b>Item Description for Onsite Resources.</b>	<b>Resource Cost for per Month*</b>		<b>Resource Cost per year</b>	<b>Total Cost in 5 years</b>
		<b>Qty (Q)</b>	<b>Cost (M)</b>	<b>Y = (M x Q x 12)</b>	<b>T = (Y x 5)</b>
1.	L1 Support/Facility Management Cost for Use-Cases				

2.	L2 Support/Facility Management Cost for Use-cases				
3.	L3 Cost for Support/Facility Management OR Customization on existing use-cases defined in scope of work OR Additional use-cases or work not covered in the scope of work of RFP document				
<b>Total of Table D</b>					
<b>Total Cost in Words: Rupees</b>					

**Notes:**

1. The rates for AMC, ATS and OTS shall remain valid for the entire contract period of 5 years and an additional 2 years (in case the contract is extended at the discretion of the Bank.)
2. Bidder has to quote Annual maintenance contract, AMC, within minimum 6% and maximum 10% of the Hardware Cost and Annual Technical Support, ATS, within minimum 10% and maximum 20% of the Software Solution Cost. If AMC/ATS cost is quoted out of prescribed range then the bid will be rejected.
3. The rates quoted in commercial bid should be inclusive of all taxes, including GST. However, GST will be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generate for supply of the product.
4. Any column left blank by the bidder will result in disqualification of the bid.
5. Bank is not bound to place any minimum order for any item.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## Annexure 13 – Compliance of Technical and Functional Specifications Required in Generative AI.

(To be submitted on Bidder/OEM's Letter Head)

The bidder needs to comply with all the points in the technical and function specifications as mentioned below; any deviation or non-compliance with any point may be liable to reject the bid.

S. No.	Technical Specification	Compliance (Yes/No)	Reference
1	<b>Deployment architecture</b>		
a	• On-Premises Deployment: Both the LLM and vector database must be deployed on the bank's on-premise servers. This approach ensures compliance with the bank's security policies and regulatory requirements. Additionally, deploying on-prem should facilitate smoother integration with the bank's existing data systems and applications, enhancing overall efficiency and data security		
2	<b>Usage of GenAI Models</b>		
a	<b>Use of open-source models:</b> The bank prefers the use of open-source LLMs as the bank wants to deploy an on-prem setup. Large Language Models (LLMs) such as Llama, Falcon, Mistral, etc., to be deployed completely on-premises.		
b	<b>Embedding Models:</b> Usage of various types of embedding models		
c	<b>Multimodal LLMs and Diffusion Models:</b> Integration of Multimodal LLMs and Diffusion Models for functionalities such as text-to-image, text-to-video, image-to-text, and image-to-video, broadening the scope across various modalities.		
d	<b>Compatibility:</b> Compatibility with the latest models and their versions.		
3	<b>Query Processing and Contextual Understanding</b>		
a	<b>State-of-the-Art NLP:</b> Implementation of advanced NLP techniques for accurate query processing.		
b	<b>Pre-Processing Tools:</b> Integration of tools to handle spelling errors and variations in query language.		
c	<b>Contextual Algorithms:</b> Deployment of algorithms for understanding user context during interactions with the model.		
4	<b>Search and Retrieval</b>		
a	<b>Retrieval Augmented Generation (RAG):</b> Use of the RAG framework to retrieve responses from LLMs fine-tuned on organization-specific data.		
b	<b>Reference Display:</b> Display of references used by RAG to answer the query, along with percentage match levels with different documents.		

c	<b>Chat Functionality:</b> Provision of chat functionality for users to query on the same thread.		
d	<b>Knowledge Base Restrictions:</b> Capability to restrict answers to specific selected folders of the knowledge base.		
e	<b>Knowledge Base Lock:</b> Feature to restrict the LLM from extracting information from its pre-trained knowledge, generating responses solely from the built knowledge base for accuracy.		
f	<b>Hallucinations:</b> Measures to minimize LLM hallucinations		
g	<b>Pre-Trained Knowledge Utilization:</b> Option to utilize pre-trained knowledge of LLMs as per the use case requirement.		
5	<b>Data Extraction and Visualization</b>		
a	<b>DBMS Integration:</b> Integration with different DBMS such as PostgreSQL, Oracle, etc., and also with NoSQL databases (wherever required)		
b	<b>Natural Language Queries to DBMS:</b> Capability to convert natural language queries into DBMS-based commands for data retrieval and visualization.		
c	<b>Data Visualization:</b> Capability to perform data visualization using natural language queries, with integration of on-premise data visualization tools if necessary.		
6	<b>User Interface (UI) and User Experience (UX)</b>		
a	<b>Intuitive UI:</b> Design of a clean and intuitive user interface for both administrators and end-users.		
b	<b>Guidance for New Users:</b> Incorporation of tooltips and guidance for new users.		
c	<b>Cross-Device Compatibility:</b> Ensuring accessibility and full functionality across a wide range of devices, including smartphones, tablets, laptops, and desktops.		
d	<b>Responsive Design:</b> Maintenance of platform structure across devices with different screen sizes.		
e	<b>Browser Compatibility:</b> Compatibility with commonly used browsers (Chrome, Firefox, Safari, Edge, etc.).		
f	<b>Query Response Indication:</b> Indication of query response times exceeding set timelines with a progress bar or animated image to avoid re-submission.		
g	<b>Timeout Message:</b> Proper timeout message display for response times exceeding set timelines, with qualified log entries for administrators.		
h	<b>Prompt Library:</b> Inbuilt Prompt Library with popular pre-filled prompts for efficient system use.		
i	<b>Reference Document Viewing:</b> Viewing of retrieved reference documents from the interface without downloading.		
j	<b>Centralized front-end portal:</b> Portal to be designed to reference all the GenAI use-cases deployed in the bank to the common front-end UI		
7	<b>Feedback Mechanism and Personalization</b>		
a	<b>User Feedback Integration:</b> Mechanisms to continuously improve ranking accuracy based on user feedback.		

b	<b>Feedback Features:</b> Allow users to rate response usefulness and provide comments.		
c	<b>Issue Reporting:</b> Proper channels for users to report issues and errors.		
8	<b>System Architecture</b>		
a	<b>Scalable Architecture:</b> The platform must have a scalable architecture capable of handling high volumes of data and concurrent user interactions		
b	<b>High Availability:</b> Ensure high availability with minimal downtime through redundancy and failover mechanisms		
c	<b>Microservices:</b> Utilize a microservices-based architecture to allow independent scaling and updating of components		
d	<b>Containerization:</b> Support for containerized deployments using Docker or similar technologies to facilitate scalability and easy management		
9	<b>Integration and Interoperability</b>		
a	<b>API Integrations:</b> Provide RESTful APIs for seamless integration with existing banking systems and third-party applications		
b	<b>Database Compatibility:</b> Support for integration with various types of databases, including SQL and NoSQL databases		
c	<b>Data Standards:</b> Adhere to data standards and protocols such as XML, JSON, and ISO 20022 for interoperability		
10	<b>Security and Compliance</b>		
a	<b>Data Encryption:</b> Ensure end-to-end encryption of data in transit and at rest using industry-standard encryption algorithms (AES-256, RSA-2048, etc.)		
b	<b>Compliance:</b> Comply with relevant regulatory standards and guidelines such as RBI Guidelines and PCI-DSS		
c	<b>Audit Logs:</b> Maintain detailed audit logs for all platform activities to support compliance and forensic analysis		
d	<b>Secure APIs:</b> Implement secure API gateways and firewalls to protect against unauthorized access and cyber threats		
11	<b>Performance and Optimization</b>		
a	<b>Concurrency:</b> The maximum concurrency is mentioned for each use-case in this RFP, however, the numbers may change basis discussions with the vendor		
b	<b>Load Balancing:</b> Use load balancing techniques to distribute traffic evenly across servers, ensuring optimal performance and reliability.		
c	<b>Caching Mechanisms:</b> Implement caching strategies to reduce latency and improve response times for frequently accessed data.		
d	<b>Resource Optimization:</b> Optimize resource usage through dynamic scaling and efficient resource allocation.		
e	<b>Monitoring and Alerting:</b> Implement real-time monitoring and alerting systems to detect and respond to performance issues promptly.		
12	<b>Data Management</b>		
a	<b>Data Storage:</b> Provide scalable and secure storage solutions for large volumes of structured and unstructured data		

b	<b>Data Ingestion:</b> Support high-speed data ingestion from various sources, including batch and real-time data streams (if required)		
c	<b>Data Quality:</b> Implement data quality management tools to ensure the accuracy, completeness, and consistency of data		
d	<b>Backup and Recovery:</b> Provide automated backup and disaster recovery solutions to safeguard data integrity		
13	<b>User Interface and Experience</b>		
a	<b>Responsive Design:</b> Ensure a responsive design that works seamlessly across different devices and screen sizes		
b	<b>Localization:</b> Support for multiple languages and localization to cater to diverse user groups		
c	<b>Customization:</b> Allow customization of the user interface to match the branding and preferences of Punjab National Bank		
d	<b>Accessibility:</b> Ensure the platform is accessible to users with disabilities (eg. STT and TTS features)		
14	<b>Development and Deployment</b>		
a	<b>CI/CD Pipelines:</b> Implement continuous integration and continuous deployment (CI/CD) pipelines to automate the build, test, and deployment processes.		
b	<b>Version Control:</b> Use version control systems like Git for code management and collaboration.		
c	<b>Testing Frameworks:</b> Employ comprehensive testing frameworks for unit, integration, and end-to-end testing.		
d	<b>DevOps Practices:</b> Adopt DevOps practices to streamline development, deployment, and operations processes.		
15	<b>Documentation and Support</b>		
a	<b>Comprehensive Documentation:</b> Provide detailed documentation for the platform's architecture, APIs, integration processes, and user guides.		
b	<b>Support Services:</b> Offer 24/7 support services, including technical assistance, troubleshooting, and regular maintenance updates.		
c	<b>Training:</b> Conduct training sessions for administrators and end-users to ensure effective utilization of the platform.		
16	<b>User and Access Management</b>		
a	<b>Role-Based Access Control (RBAC):</b> Implement RBAC to manage permissions for different user roles, ensuring that users have access only to the functionalities and data necessary for their role.		
b	<b>Multi-Factor Authentication (MFA):</b> Support for MFA to enhance security for administrator and user access.		
c	<b>Audit Logs:</b> Comprehensive logging of all user activities, with the ability to generate reports for audit and compliance purposes.		
17	<b>Monitoring and Reporting</b>		
a	<b>System Health Monitoring:</b> Real-time monitoring of system health, including server performance, application status, and network connectivity.		
b	<b>Usage Analytics:</b> Detailed analytics on platform usage, including user activity, query performance, and resource utilization.		

c	<b>Alerting and Notifications:</b> Configurable alerts and notifications for critical system events, performance issues, and security incidents.		
d	<b>Reporting Tools:</b> Integrated reporting tools to generate custom reports on system performance, user activity, and security events		
18	<b>Configuration and Customization</b>		
a	<b>Dashboard Customization:</b> Ability to customize administrative dashboards to display relevant metrics and reports.		
b	<b>Configuration Management:</b> Tools for managing system configurations, including settings for performance tuning, security policies, and user preferences.		
c	<b>Template Management:</b> Management of templates for various use cases, enabling easy deployment and updates of AI models and workflows.		
d	<b>Plugin and Extension Support:</b> Support for plugins and extensions to add additional functionality as needed.		
19	<b>Data Management</b>		
a	<b>Data Import and Export:</b> Tools for importing and exporting data in various formats, including CSV, JSON, and XML.		
b	<b>Data Archiving:</b> Automated data archiving solutions to manage storage efficiently and ensure data retention policies are met.		
c	<b>Data Backup and Recovery:</b> Regular data backup schedules and easy-to-use recovery procedures to protect against data loss.		
d	<b>Data Anonymization:</b> Features to anonymize sensitive data to comply with privacy regulations and internal policies.		
20	<b>Security Management</b>		
a	<b>Security Policies:</b> Tools to define and enforce security policies across the platform.		
b	<b>Encryption Management:</b> Management of encryption keys and certificates to ensure data security.		
c	<b>Firewall and Access Controls:</b> Configuration of firewalls and access controls to protect the platform from unauthorized access.		
d	<b>Vulnerability Management:</b> Regular vulnerability scanning and patch management to maintain system security		
e	<b>Security and Compliance Updates:</b> Ensure that all GenAI systems are aligned with the latest security protocols and regulatory requirements, regularly updating systems to prevent potential vulnerabilities or compliance risks		
21	<b>Performance Optimization</b>		
a	<b>Resource Allocation:</b> Tools to monitor and optimize resource allocation for various services and applications running on the platform.		
b	<b>Load Balancing:</b> Configuration of load balancing settings to ensure optimal distribution of workloads.		
c	<b>Performance Tuning:</b> Tools for tuning system performance, including CPU, memory, and network settings.		
d	<b>Capacity Planning:</b> Features to assist with capacity planning, ensuring the platform can scale to meet future demands.		
22	<b>Support and Maintenance</b>		

a	<b>Support request management:</b> Tracking and managing support tickets and requests from users		
b	<b>User Training and Documentation:</b> Offer comprehensive training and clear documentation to internal users, ensuring that employees can effectively interact with, maintain, and leverage the GenAI systems.		
c	<b>Maintenance Scheduling:</b> Tools to schedule and manage routine maintenance tasks, minimizing downtime and disruption		
d	<b>Regular System Updates:</b> Implement automated/routine updates and patches to keep the Generative AI models, underlying infrastructure, and software tools up to date with the latest advancements and security measures.		
e	<b>24/7 Technical Support:</b> Provide round-the-clock support to address any issues related to system performance, downtimes, or operational errors, ensuring continuous functionality of all GenAI use cases.		
f	<b>Performance Monitoring and Optimization:</b> Continuously monitor the performance of AI models and applications to ensure they run efficiently, adjusting parameters and improving algorithms as needed for optimal output quality and response times.		
g	<b>Scalability and Adaptability Support:</b> Provide support for scaling up the AI use cases as the bank's needs grow, ensuring smooth expansion and adaptability of the systems for future use cases or increased data loads		
h	<b>AI Model Retraining and Tuning:</b> Regularly retrain (if required) and fine-tune AI models based on new data, feedback, and evolving requirements to improve accuracy, relevance, and effectiveness of outputs across all deployed use cases.		
i	<b>Proactive Incident Management:</b> Implement proactive monitoring and alert mechanisms to detect anomalies early and prevent potential system failures or performance degradations before they affect operations.		
j	<b>Feedback-Driven Continuous Improvement:</b> Collect feedback from bank staff and end-users to refine, optimize, and improve the GenAI systems for better results and user satisfaction		
23	<b>Compliance and Governance</b>		
a	<b>Compliance Management:</b> Tools to ensure compliance with industry standards and regulatory requirements, including audit trails and reporting capabilities.		
b	<b>Policy Enforcement:</b> Features to enforce organizational policies related to data usage, security, and user behavior.		
c	<b>Governance Framework:</b> Implementation of a governance framework to oversee the ethical use and deployment of AI models.		

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No.:**

**Seal of Company**

**Annexure 14 – Manufacturer’s (OEM) Authorization Form (MAF)**

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

To  
 The Assistant General Manager  
 Centralised Procurement & Partnership Division  
 Punjab National Bank  
 HO:CPPD, Head Office  
 New Delhi

Dear Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

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 it’s bid pursuant to the Request for Proposal issued by Punjab National Bank) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

**Table-A**

SL No.	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:** \_\_\_\_\_

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Annexure 15 – Undertaking for Being the OEM of the Offered Product**

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

To  
 The Assistant General Manager  
 CENTRALISED PROCUREMENT & PARTNERSHIP DIVISION  
 Punjab National Bank  
 HO:CPPD, Head Office, New Delhi

**Sir,**  
**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

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.

SL No.	Components/ devices/ solution/ equipment/services Name	Model Version and Release date	No. of equipment/ devices/ solution/ 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. In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

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

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Annexure 16 – Authorization Letter for OEM/OSD Authorized Signatory**

(To be provided on letter head of OEM/OSD)

To

The Assistant General Manager

Centralized Procurement &amp; Partnerships Department

Punjab National Bank

HO:CPPD, Head Office

New Delhi

Sir,

**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

I, \_\_\_\_\_(Name of the Director/ Company Secretary/ Equivalent Authorized Board member), \_\_\_\_\_(Designation) hereby undertake that \_\_\_\_\_(name of the official), \_\_\_\_\_(Designation), is authorized to issue all the required documents including clarification, gap documents, etc. related to this RFP under his/her signature for participation in the captioned RFP process through our authorized partner/service provider M/s \_\_\_\_\_

The signature of \_\_\_\_\_(name of the authorized signatory) is attested herewith.

**Signature of Bid Signing Authority****Date:** \_\_\_\_\_**Place:** \_\_\_\_\_**Yours faithfully****Signature of Director/Company Secretary/Equivalent Authorized Board Member Name of the Signatory:**

### Annexure 17 – Undertaking for Submission of Information

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

To  
The Assistant General Manager  
CENTRALISED PROCUREMENT & PARTNERSHIP DIVISION  
Punjab National Bank  
HO:CPPD, Head Office, New Delhi

**Sir,**  
**REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA  
PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.**

We, M/s\_\_\_\_\_ hereby undertake that if we are selected as the successful bidder for award of contract, we shall submit the following information at the time of signing of SLA, NDA with the Bank:

S. No.	Particulars
1	Company Name (To be Filled)
2	Registration Number / GSTIN (To be Filled)
3	Legal Entity Type Ltd Co, Trust, LLP, PLC, Registered Partnership etc.
4	Main Products or Services Offered
5	Date of incorporation
6	Country of incorporation
7	Is the company registered as MSME ? (Yes / No / Applied) If Yes, please provide the Udyam Registration No.
8	Is the company registered as Start Up with DPIIT? (Yes / No / Applied) If Yes, please provide the Unique Startup Recognition No.
9	Category of the Supplier (Only in Case of MSME / Start Ups):
10	Supplier is both MSE & Class-I local supplier.

11	Supplier is MSE but not Class-1 local supplier.
12	Supplier is not MSE but is Class-I local supplier.
13	Supplier is neither MSE nor Class-I local.
14	Turnover for the last 3 years
15	Net worth of the Company
16	Profits of the last 3 years
17	Are there any ongoing or past court orders / cases / litigations for Financial Crime reasons against the company or any of its directors / partners basis the market information, news, article available on net.
18	Has the company ever been categorized as a wilful defaulter ?
19	Is the company debarred OR blacklisted by Government of India OR any Regulators
20	Is the Company Or its directors / partners / owners booked under the Prevention of Corruption Act, 1988
21	Is the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract against the Company Or its directors / partners / owners
22	Are there any past or ongoing litigations against the vendor ?
23	Is there any negative news or reviews against the vendor ?
24	Does the vendor have any existing relationship with the Punjab National Bank? (Yes / No)
25	If Yes, provide a brief description of the ongoing projects / contracts .
26	In Case, the existing project is critical in nature, then the overall exposure of the company as against the bank to be checked to assess the element of concentration risk.
27	Assess the geographical locations of the significant customer base of the vendor.
28	Assess the geographic footprint of any third parties (suppliers, introducers, sub-contractors)?
29	Nationality of the Directors / Partners etc.
30	% Share of Each Director / Partner
31	Does the management of the company have any political exposure?
32	Is the company CMMI certified? (Yes / No) If Yes, please specify the certification.

33	Is the company ISO 9001 certified? Standards for Quality Management Systems. (Yes / No) If Yes, please specify the certification
34	Is the company ISO 14001 certified? (Yes / No) If Yes, please specify the certification.
35	Is the company ISO/IEC 27001 certified? Standard for information security management systems (ISMS) (Yes / No) If Yes, please specify the certification.
36	Any Other Company Certification
37	Signing of Pre-Contract Integrity Pact
38	Obtaining Ernst Money Deposit (In Case of onboarding via RFP)
39	To be valid for a period of 45(forty-five) days beyond the final bid validity period.
40	Obtaining Performance Bank Guarantee / Performance Security
41	Obtaining Board Resolution Copy with Authorization Letter/ Power of Attorney
42	Signing of Non-Disclosure Agreement
43	Signing of Integrity Pact
44	Manufacturer (OEM) Authorization Form (MAF) (In case of product procurement)
45	Certificate Regarding Land Border Clause by Vendor (OEM)
46	Certificate Regarding Land Border Clause by Vendor (Authorized Partner, SI, Vendor)
47	Signing of Proprietary Article Certificate (PAC) (In case of product procurement)
48	Undertaking for being the OEM of the Offered Product (In case of product procurement)
49	Signing of Service Level Agreement
50	Payment Schedule
51	Delivery Timelines
52	Inclusion of Service Level Penalties associated to:
53	Delivery Timelines
54	Resource Availability
55	Implementation Timelines
56	Application Downtime
57	Liability of the regulatory Penalties to Punjab National Bank
58	Clauses pertaining to
59	Liquidated Damages
60	Indemnification
61	Force Majeure

62	IP Rights
63	Transition Management
64	Clauses pertaining to Rights of RBI OR person(s) authorized by RBI or Regulatory bodies or Punjab National Bank for assessment of vendors or their sub-contractors:
65	Books of accounts
66	IT infrastructure
67	Applications
68	Data
69	Any other necessary information given to, stored or processed by the vendor and/ or its sub-contractors on behalf of / for Punjab National Bank.
70	Clauses pertaining to Data Security
71	Vendor is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulatory bodies OR by Punjab National Bank.
72	Clauses pertaining to Data & Data Security
73	Data Migration (Extraction, Transform & Load)
74	Data Backup
75	Data Retention
76	Data Archival
77	Data Storage (Not to reside Outside India)
78	Additional Clauses
79	Liability & Responsibility of the vendor to the bank for the acts of the assignee/ sub-contractor
80	Source Code Arrangement
81	Exit Strategy / Plan
82	Transition Management (between outgoing & incoming vendor)
83	Compliance with various laws & regulations viz. Data Protection Regulations, Information Technology Act, 2000.
84	Business Continuity Plan
85	Disaster Recovery Plan
86	Escalation Matrix
87	Training Plan

88	Purchase Order Issuance
89	Review & Assess the Financial Audit Reports of the Vendors or its subcontractors:
90	Audited Balance sheet
91	Audited Profit & Loss Statement
92	Annual Reports
93	Review of expiry of Vendor's or its sub contractor's Certifications:
94	CMMI Certification
95	ISO 9001 Certification
96	ISO 14001 Certification
97	ISO/IEC 27001 Certification
98	Any Other Company Certification
99	Review the internal / external audit reports of the vendors or it's sub-contractors.
100	Review the change in the geographical locations of the significant customer base of the vendor.
101	Review the change in the geographic footprint of any third parties (supplier, introducers, sub- contractors)?
102	Are there any new litigations against the vendor ?
103	Is there any negative news or reviews against the vendor ?
104	Debarment / Blacklisted Status by any of the regulatory bodies etc.
105	Performance Evaluation of the Vendor
106	Internal Audits of the Vendor's project (Details as per Audit Policy can be added below)

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:****Mobile No:****Telephone No.:****Seal of Company:**

**Annexure 18 – OEM Certificate Regarding Request for Proposal**  
**(REG.: REQUEST FOR PROPOSAL (RFP) FOR ON BOARDING OF VENDOR FOR INFRA**  
**PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION.)**

(To be provided on letter head by each OEM/OSD)

We M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ OEM of \_\_\_\_\_ (item), having model No/version no.: \_\_\_\_\_, offered in this RFP, through our authorized Service provider, M/s \_\_\_\_\_, hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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

**Date:** \_\_\_\_\_**Place:** \_\_\_\_\_**Signature of Authorized Signatory:****Name of Signatory:****Designation:****Email ID:****Mobile No:****Telephone No.****Seal of Company:**

## **Annexure 19 – Certificate Regarding Land Border Clause by Bidder for RFP for Onboarding of Vendor for Infra procurement and SI for Generative AI implementation**

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

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

(Strike off whichever is not applicable):

We certify that we are not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

**OR**

We are from such a country and are registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

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

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## Annexure 20 – SELF AFFIDAVIT / DECLARATION FOR LOCAL SUPPLIER

(To be certified by cost auditor or statutory auditor of the company)

Date: dd/mm/2024

To,  
Asstt. General Manager  
Punjab National Bank, Head Office,  
4th Floor, Centralized Procurement & Partnerships Division (CPPD),  
5, Sansad Marg, New Delhi 110 001

Sir,

### Reg: RFP FOR ON BOARDING OF VENDOR FOR INFRA PROCUREMENT AND SI FOR GENERATIVE AI IMPLEMENTATION

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, Revised Order dated 19.07.2024 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_% against Punjab National Bank Tender No..... dated..... We qualify as a \_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: \_\_\_\_\_.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

### Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

### Checklist

(To be submitted on Bidder's Letter Head)

#### **REG.: REQUEST FOR PROPOSAL (RFP) for On boarding of Vendor for Infra procurement and SI for Generative AI implementation**

S No.	Document	Document required from	Compliance (Yes/No)	Page No.
1.	Proof of EMD	Bidder		
2.	Certified copy of the latest Board Resolution in favor of Authorized Person(s)	Bidder		
		OEM(s) if applicable		
3.	Signature of authorized person duly authorized by the Company Secretary/ Director along with validity of the authorization as per Annexure – 16	OEM(s)		
4.	Power of Attorney (preferably in Original), if applicable.	Bidder		
		OEM(s) if applicable		
5.	<b>Annexure-1</b> Undertaking from The Bidder	Bidder		
6.	<b>Annexure-2</b> Eligibility Criteria	Bidder		
7.	<b>Annexure-3</b> Bidder's Information	Bidder		
8.	<b>Annexure-4</b> Performance Certificate	Respective Organization		
9.	<b>Annexure-7</b> Turnover Certificate	Bidder		
10.	<b>Integrity Agreement</b>	Bidder on Stamp Paper of appropriate value		
	<b>Annexure-8</b> Performa for Integrity Pact	Bidder		
11.	<b>Annexure-11</b> Unpriced Bill of Material of Offered Solution (BOM)	Bidder		
12.	<b>Annexure-12</b> Performa of the indicative Commercial Bid	Bidder		
13.	<b>Annexure-13</b> Compliance of Technical and Functional Specification.	OEM(s)		
14.	<b>Annexure 16</b> – Authorization Letter for OEM/OSD Authorized Signatory	OEM(s)		
15.	<b>Annexure 17</b> – Undertaking for Submission of Information	Bidder		
16.	<b>Annexure 18</b> – OEM Certificate regarding RFP	OEM(s)		
17.	<b>Annexure 19-</b> Certificate Regarding Land Border Clause by Bidder for RFP	Bidder		

18.	<b>Annexure 20- Self Affidavit / Declaration for Local Supplier</b>	<b>Bidder/ OEM(s)</b>		
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**\* Modification to any of the contents of the Annexures may result in disqualification of the Bid.**