

PUNJAB & SIND BANK



**REQUEST FOR PROPOSAL
FOR
SELECTION OF CONSULTANT
FOR
DIGITAL TRANSFORMATION**

BID NO: GeM/2026/B/7491276

Dated: 30.04.2026

**Head Office Digital Banking Department
1st Floor, B-38/39, Block-B
Industrial Area Phase I, Naraina
New Delhi-110028**

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Key Information

Particulars	Details
RFP Number and Date	GeM/2026/B/7491276 dated 30.04.2026
Tender Title	Request for Proposal for Selection of Consultant for Digital Transformation
Tender document / Participation Fee (Non Refundable)*	₹50,000 + 18 % GST (Non-refundable) should be submitted online only in favour of Punjab & Sind Bank before last date of bid submission in the following account: Account Number – 90355040070003 Account Name – NEFT INWARD STP PARKING ACCOUNT Type of Account – OFFICE ACCOUNT Branch – HO DIGITAL BANKING DEPARTMENT, NEW DELHI-110008 IFSC- PSIB0009035 (GST No. 07AAACP1206G1ZZ) Proof of NEFT to be submitted at the time of physical bid submission.
Bid validity	180 days from the date of opening of the bid
Performance Bank Guarantee	5% of Total Project Cost
Date of Publishing the tender on Bank's Website	30.04.2026
Last Date for submission of Pre-Bid Query	04.05.2026, 15:00HRS a) Pre bid queries should be submitted as per Appendix-C in MS- excel format. b) Queries must be mailed to tenders.dbd@psb.bank.in only quoting tender reference number in the subject. Subject of the email should be given as "Pre Bid Queries for GEM/XXXX". Queries reaching afterwards will not be entertained.
Date and Time for Pre Bid Meeting	05.05.2026, 15:00HRS Pre Bid meeting will be held in person. Those who are interested in participating the pre-bid meeting should share the participant details to tenders.dbd@psb.bank.in , one day before pre-bid meeting date by 5.00PM.

Last Date and Time for submission of Bids	15.05.2026, Online-15:00PM, Physical Copy-Within two days of online bid opening.
Date and Time of Opening of Bids	15.05.2026, 15:30:PM
Date and Time of Opening Commercial Bids	To be notified later to the qualifying bidders only.
Place of Opening of Bids	Punjab & Sind Bank, HO Digital Banking Department First Floor, B-38/39, Block B, Industrial Area Phase I Naraina, New Delhi-110028
Contact Persons for any clarifications/ Submission of Bids	Mr. Mukesh Kumar - AGM Mr. Upendra Ray -Chief Manager
Contact Numbers	91-9599607794, +91-8285078008
Other Details	<p>a) Subsequent changes made based on the suggestions and clarifications as per Pre-bid meeting shall be deemed to be part of the RFP document and shall be published on Bank's Website and GeM portal..</p> <p>b) No suggestions or queries shall be entertained after Pre-bid meeting.</p> <p>c) This document can be downloaded from following website: https://punjabandsind.bank.in & https://gem.gov.in/.</p> <p>Any Amendments, Modifications, Pre Bid Replies, Clarifications & any communication etc. will be uploaded on the same websites. No individual communication will be sent to the individual bidders.</p>
EMD (Bid Security)	₹90,00,000.00(INR Ninety Lakhs only) (Details already mentioned in clause no. 1.11 (Earnest Money Deposit (EMD/Bank Guarantee in lieu of EMD))

* All MSEs(Micro & Small Enterprises) having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises are exempted from submission of Tender Fee & EMD. Start-ups (recognized by DIPP) are exempted from submission of EMD only. Relevant Certificates should be submitted by the bidder in this regard to avail exemption. Non-submission of the valid supporting documents or claiming wrong exemption(s) shall lead to the Rejection of the bid on account of false claim.

Note:

1. If any of the dates given above happens to be Holiday in Delhi, the related activity shall be undertaken on the next working day at the same time.
2. Bidders to ensure to get themselves registered timely over GeM portal as detailed in the RFP.

3. The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal.
4. All Claims made by the Bidder will have to be backed by documentary evidence.
5. Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
6. The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.
7. Bidders are requested to use a reliable internet connection (data cable / broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
8. No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.
9. Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e. <https://punjabandsind.bank.in/module/tenderlist> & <https://gem.gov.in/>) only. No individual communication will be sent to the individual bidder.

Information for Participation through GeM

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

Following activities will be conducted online through the above website:

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

The tender document may also be downloaded from the Bank's official website also <https://punjabandsind.bank.in>.

INTRODUCTION

- ❖ Punjab & Sind Bank, a Banking company incorporated under the Banking Companies (Acquisition & Transfer of Undertaking) Act. No. 40 of 1980 (hereon referred to as 'PSB' or the 'Bank') is a Public Sector bank. The Bank's Corporate Office is in East Kidwai Nagar, New Delhi and its HO Digital Banking Department at 1st Floor, B-38/39, Block B, Industrial Area Phase I Naraina, New Delhi-110028. The Bank has a national presence through a widespread network of 1653 plus branches all networked under Centralized Banking Solution on Finacle-10. It also has a network of more than 1100 ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 117 years of customer services, the Bank has a large satisfied clientele throughout the country. Bank has already launched various alternate delivery channels such as PSB UnIC- Omni Channel for Internet Banking & Mobile Banking, Digital Banking Units and ATMs.
- ❖ PSB UnIC- Bank's Omni Channel Digital Banking Solution focused to provide seamless multi-channel banking experience independent of platform (Mobile/Web) used. It is also provide a unified and consistent brand experience across various customer touch-points.
- ❖ This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Punjab and Sind Bank (hereinafter referred to as the 'BANK') for Selection of Consultant for Digital Transformation.
- ❖ This invitation of bids is limited to vendor(s) having presence in India or their Authorized Representative in India, provided firms fulfill the minimum qualification criteria.
- ❖ The successful bidder would be selected, prices would be finalized through this RFP process and an agreement would be entered into with the successful bidder.
- ❖ The successful bidder and its affiliates shall not participate in any subsequent RFP for system integration or product supply arising from their own recommendations, for a period of 3 years.

DISCLAIMER

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

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 selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Punjab & Sind Bank with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. The terms and conditions written in this RFP document shall supersede any conflicting terms and conditions mentioned in GeM portal and shall be binding on all bidders.

Punjab & Sind Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Punjab & Sind Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

CHAPTER 1 - INSTRUCTIONS TO BIDDERS

The RFP shall be published on the Bank's website (<https://punjabandsind.bank.in>) and on GeM portal (<https://gem.gov.in/>) and notification for the same shall also be published on Central Public Procurement Portal (CPPP).

1.1 Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit GeM portal <https://gem.gov.in> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

- i. If any of the dates given above happens to be Holiday in New Delhi, the related activity shall be undertaken on the next working day at the same time.
- ii. All Claims made by the Bidder will have to be backed by documentary evidence.
- iii. Bidders to ensure to get themselves registered timely over GeM portal as detailed in the RFP.
- iv. The bid documents and commercial bid shall be submitted online on GeM portal and in physical form (excluding Commercial bid) also, as per this RFP document and as per the provisions and terms & conditions of GeM portal.
- v. Bank Guarantee towards Earnest Money Deposit (EMD), Integrity Pact and all such Declarations/ Certificate/Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted along with RFP Documents both Online (Scanned Copy) on GeM portal and Offline (Original) within the stipulated timeline by the bidder on or before bid submission timeline.
- vi. The Envelope containing Offline documents (excluding Commercial bid) as mentioned above shall contain the name, address and contact number of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- vii. The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause of RFP.
- viii. Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
- ix. The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.
- x. No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.
- xi. Any amendments, addendum, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e. <https://punjabandsind.bank.in/module/tender-list> & <https://gem.gov.in/>) only. No individual communication will be sent to the individual bidder.
- xii. Bidders are requested to use a reliable internet connection (data cable / broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.

1.2 Language of the Bid

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

1.3 Bid Currency & Price Structure

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

1.4 Bid System Offer

- i. The Quality and Cost Based Selection(QCBS) method will be used by the Bank for this procurement of Consultancy services.
- ii. In QCBS initially the quality of technical proposals is scored as per criteria announced in the RFP. Only those responsive proposals that have achieved at least minimum specified qualifying score in quality of technical proposal are considered further.
- iii. After opening and scoring the financial proposals of responsive technically qualified bidders, a final combined score is arrived at by giving predefined relative weight ages for the score of quality of the technical proposal and the score of financial proposal.
- iv. The weightage for the Technical and Financial Score will be in the ratio of 75:25 respectively, for arriving the Final Combined Score.
- v. Any effort by a Bidder to influence the Bank in evaluation of his bid, bid comparison or contract award decision would result in the rejection of the said bid. The Bank's decision in this case would be final and without prejudice and will be binding on all parties.
- vi. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
- vii. The physical bid comprises the Proof of online payment towards document cost of RFP, EMD/Bid Security Declaration and other required documents as mentioned in the tender, in the envelope duly super-scribing with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. have to be submitted in the given address. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages from the beginning of the submitted Bid Documents should be serially number numbered with the Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.
- viii. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. All details must be completely filled in.

1.5 Two Bid System

This is two bid system which has following 2 parts:

Part A- Technical cum Eligibility Proposal (Technical Bid): Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions. The format for submission of Technical Proposal is as per Appendix-A. (Physical Copy/Hard Copy also has to be submitted on given address)

Part B-Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure- XII. The format for submission of Commercial bid is as per Appendix-B. (Only Online Submission)

1.6 Preparation of Bids

Part A – Technical Bid -Technical cum Eligibility Proposal (Physical Copy/Hard Copy also has to be submitted on given address)

- a) Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in Annexure-VI of RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the offer should be submitted.
- b) Technical cum eligibility proposal should be submitted as per the format in Appendix-A. Relevant technical details and documentation should be provided along with Technical Proposal.
- c) The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- d) The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- e) The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer may result in disqualification.
- f) The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-A. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- g) Project plan with detailed activities, milestones and timeframes as per Annexure XIII
- h) Format for Submission of Deliverables as per Annexure XIV
- i) Masked Bill of Material which is not as per instruction will make Bid liable for rejection
- j) Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- k) It should not provide any price information like, unit price, tax percentage, tax amount etc.

Part B - Commercial Bid (No Physical/Hard Copy Submission)

- a) Commercial Bid should be submitted as per instruction in Appendix-B.
- b) Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-XII. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- c) The bidder must quote the best competitive price in the Commercial Bid. The Commercial Bid will be opened as per GeM guidelines in which all the technically qualifies bidders after elimination of H1 Bidder (if applicable) will be eligible to participate.
- d) The bid must be made in an organized and structured manner.

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

1.7 Cost of Preparation

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

1.8 Submission of Bid and communication

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

Bids should be submitted in electronic form on the GeM portal (<https://gem.gov.in/>), on or before the last date of bid submission. Any other mode of submission, e.g. by fax, e-mail etc. will not be accepted. No Claim of any Bidder(s) shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidder (s) are advised to submit their bid well before the scheduled time.

All communications, correspondence will be only to the prime bidder.. The prime bidder will act as the single point of contact for the Bank.

The hard copies of documents, as per Technical Bid-Part A (or Appendix A) have to be submitted on the address given below.

The Assistant General Manager

Punjab & Sind Bank,
HO Digital Banking Department
B-38/39, Block B, Industrial Area Phase I
Naraina, New Delhi-110028

The hard copy of the bid, to be submitted, should be same as submitted by online and in case of any mismatch in physical copy and online copy , the online submission will be accepted.

Bids will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the specified date, time and place of bid opening. No separate intimation will be given in this regard.

Bank reserves it right to cancel the order even after issuing the letter of Intent (LOI) / Purchase Order, if Bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the Bank not to take the project forward.

1.9 Late bids

- a) Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the bidder. However, in case of the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time on the next working day.
- b) The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

1.10 Modifications and/ or Withdrawal of Bids

- a) Bids once submitted will be treated, as final and no modification will be permitted. No Correspondence in this regard will be entertained.
- b) The Bid should contain no alterations, erasures or overwriting. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially / conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

- c) No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
- d) In case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

1.11 Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD:

- a) The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount of ₹90,00,000.00 (INR Ninety Lakhs only) as mentioned in the Bid Schedule by way of Bank Guarantee drawn on any Scheduled Commercial Bank in India (except Punjab & Sind Bank) in favor of Punjab & Sind Bank, payable at Delhi. IFSC Code for issuance of Bank Guarantee is PSIB0000181.
- b) The Bank Guarantee should be valid for additional 45 days beyond bid validity period. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
- c) The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- d) The bidder also have the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Number – 90355040070003
Account Name – NEFT INWARD STP PARKING ACCOUNT
Type of Account – OFFICE ACCOUNT
Branch – HO DIGITAL BANKING DEPARTMENT,
NEW DELHI-110008
IFSC- PSIB0009035

- e) Bidders are requested to clearly mention the Name of the company with RFP No. in the Narration field.
- f) Non submission of EMD leads to rejection of Bid.
- g) All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of EMD. Relevant certificates should be submitted by the bidder in this regard to avail exemption. Bid Security Declaration should be submitted by eligible MSEs/Startups on company's letter head with company seal and signature of the authorized person as per Annexure-III.
- h) The EMD may be forfeited/ Bank Guarantee may be invoked:
- i. If the bidder withdraws/amends the bid during the period of bid validity (180 days from the date of opening of bid).
 - ii. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
 - iii. The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
 - iv. The bidder violates any of the provisions of the terms and conditions of this tender specification.
 - v. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank.

- Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.
 - The Execution of Bid Security Declaration/ Invocation of EMD may suspend participation of the Bidder in any tender in this Bank for three (03) years.
- vi. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.

1.12 Performance Bank Guarantee (PBG)

- a) The successful bidder should submit a Security Deposit / Performance Guarantee as specified in Key Information within 30 days from the date of acceptance of the Purchase Order or signing of the contract whichever is earlier.
- b) Security Deposit should be submitted by way of Bank Guarantee in favour of Punjab & Sind Bank payable at Delhi. Bank Guarantee may be obtained from any of the Scheduled Commercial Banks (other than Punjab & Sind Bank) for an amount of 5% of total project cost.
- c) The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected. IFSC Code for issuance of Bank Guarantee is PSIB0000181.
- d) The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- e) Security Deposit/Performance Bank Guarantee should be valid for contract period plus claim period from the date of acceptance of purchase order. The guarantee should also contain a claim period of 12 months beyond the date of completion of all contractual obligations of the supplier.
- f) The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- g) The security deposit / Bank Guarantee will be returned to the bidder on completion of Contract Period.
- h) The Bank shall invoke the Bank Guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.
- i) In case the selected bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may
 - i. Forfeited Bid Security/ EMD and contract may be terminated
 - ii. Charge Interest at the rate of 24% for delayed period (in Days) maximum to 30 days.
- j) Bank shall invoke the Performance Bank Guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. It will be refunded to the selected bidder without interest, after he duly performs and completes the contract in all respects.

1.13 Evaluation Process of the Bids

The Bank will evaluate the response to the RFP of the bidders who are found eligible as per the eligibility criteria-Annexure VI mentioned in the RFP. There will be no scoring involved in the eligibility evaluation. Bids of only those bidders who have been found to be in conformity of the eligibility terms

and conditions during the preliminary evaluation would be considered by the Bank for further detailed evaluation. The bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be considered or further evaluation. During evaluation of the bids, the Bank at its discretion may ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

1.13.1 Preliminary Scrutiny

- a) The Bank will examine the bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the bids are generally in order.
- b) The checking of tender fee/claim verification along with supporting documents.
- c) The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- d) The Bank will determine the responsiveness of each bid to the bidding document. For purposes of these clauses, a responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, applicable law, Bank Guarantee will be deemed to be a material deviation.
- e) The Bank's determination of a bid's responsiveness will be based on the contents of the bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.
- f) If a bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the bidder(s) by correction of the non-conformity.
- g) If any information / data / particulars are found to be incorrect, Bank will have the right to disqualify / blacklist the company and invoke the Performance Bank Guarantee/ EMD.

1.13.2 Technical Evaluation

- a) The technical bid submitted by the bidder will be evaluated only if they satisfy the preliminary scrutiny and fulfill the eligibility criteria as per Annexure VI. Bidders would be technically evaluated based on the Presentation and supporting documents submitted, as per Annexure VII, XIII and XIV and technical evaluation score will be awarded. (Bidders should provide all the supporting document as per RFP. If the Bid is not accompanied by all the required documents supporting evaluation criteria, the scoring will not be calculated for the section without the supporting documents.)
- b) All the eligible bidders will be invited for a Presentation. The scores would be awarded based on the demonstrations done by invited bidders
- c) Bidders with at least 70% of Total Marks in Technical Evaluation will be considered for further techno-commercial evaluation process.
- d) The Technical Score will be arrived at by dividing the technical score of a bidder with that of the highest technical score received by any of the bidders and normalizing on a scale of 100.
- e) Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank's opinion it is found to be minor deviation or acceptable deviation.
- f) In case the input/ feedback received from the bidder's client is negative/ unsatisfactory, Bank reserves the right to reject the Bid. Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies.
- g) Decision of the Bank on evaluation of bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders.

- h) It shall be the responsibility of the bidder to submit required documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.
- i) The Bank may use the services of external consultants for technical evaluation.

1.13.3 Commercial Evaluation

- a) The evaluation of the Commercial Bids/Offeres will be done on the total cost of ownership as mentioned in Commercial Bid as per Annexure XII. The Commercial Bid should strictly conform to the formats to enable evaluation of bid and special care may be taken while preparing the same. The bids having any hidden costs or conditional costs will be liable for straight rejection.
- b) Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- c) In this phase, Commercial bids will be opened of the shortlisted bidders who are technically qualified as per RFP and scoring will be done on the basis of techno-commercial ratio (75:25) and the final selection will be based on Quality and Cost Based Selection (QCBS) as per Bank's Policy.
- d) Bank shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part.
- e) Commercial score will be assigned based on the commercial bid submitted by the bidder.
- f) The Commercial Score will be arrived at by dividing the lowest commercial bid with the commercial bid received by the potential partner and normalising on a scale of 100.

The final selection will be based on Quality and Cost Based Selection (QCBS) as per Bank's Policy. The final technical score will be normalised with the highest technical score and commercial score will be normalized with the lowest commercial score. The scoring will be done on the basis of techno-commercial ratio (75:25) and

- a) Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.
- b) Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- c) Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders.
- d) The bidders shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, is liable for rejection. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.

Score Evaluation Methodology for Eligible Bidder

A. Technical Score

The Technical Bids would be evaluated by the Technical Evaluation Committee based on the technical evaluation criteria as per Annexure VII :

Stage	Max Score	Min Marks	Marks Obtained
Technical Evaluation	100	70	

When deemed necessary the Tender Evaluation Committee may seek clarifications on relevant aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change

The scoring methodology for Technical Bid components is explained in the following paragraphs.

Scores for the individual parameters as per Annexure VII shall be added to determine the technical scores of the Bidders. The Bidder with the highest technical score shall be ranked as T.

The formula for calculating the technical scores is $St = 100 * Tm/T$

Where St = Technical Score

Tm = Technical marks obtained

T = Max Technical marks obtained amongst the bidders

B. Commercial Score Evaluation Methodology for Eligible Bidder

The proposal with the lowest financial Bid as per Annexure XII, will be given the maximum score of 100 points. The formula for calculating the Commercial Scores is $Sc = 100 * Fm/F$

Where Sc = Commercial Score

Fm = Lowest Price offered amongst the technically

F = Price of the Bid under consideration

C. Final Selection

The weights to be given to Technical and Financial Bids are:

- Technical $T = 75\%$
- Financial $F = 25\%$

The combined score (S) will be calculated as follows: $S = 0.75 * St + 0.25 * Sc$. The Bidder whose combined score is the highest will be referred to as 'H1'.

Abnormal low bid prices/predatory pricing

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

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

- a) reject / cancel the bid/proposal after giving 7 days' notice to the such bidder/s; and /or
- b) forfeit the bid security and/or invoke Bank Guarantee; and /or
- c) recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of Regulatory/ Government/Other authorities guidelines; and /or
- d) debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or
- e) circulate the list of such entities to member organization/s for circulation among members and/ or
- f) Circulate/publish the list of such entities, as deemed fit.

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

1.13.4 Clarification of bids

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

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

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

1.14 No commitment to accept lowest or any bid

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

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

1.15 Right To Accept/ Reject Any Or All Bids/Cancellation of Tender process

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

1.16 Correction of Errors

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- b) If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail

- c) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
- d) Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
- e) The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- f) In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- g) The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
- h) The Lowest Commercial Bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
- i) The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.
- j) If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- k) The Bank shall not incur any liability to the affected bidder on account of such rejection.

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

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

1.17 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website <https://punjabandsind.bank.in/>, www.eprocure.gov.in & <https://gem.gov.in/>. However, the Bank shall not be held responsible in any way, for any errors / omissions /mistakes in the downloaded copy.

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

1.18 Bid validity period

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

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

1.19 Pre-bid meeting

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

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

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

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

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

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

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

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

1.20 Award of contract/ Purchase Order

Purchase Preference:

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

a) Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- i. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
 - District Industries Centers or
 - Khadi Village Industries Commission or
 - Khadi & Village Industries Board or
 - Coir Board or National Small Industries Corporation or
 - Directorate of Handicrafts & Handloom or
 - Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - Udyam Registration Certificate

- ii. MSEs are exempted from paying Tender fee and EMD, subject to furnishing of Valid certificate for claiming Exemption.
- iii. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per annexure.
- iv. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- v. Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders.
- vi. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

b) Start-up:

- i. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- ii. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- iii. Further, the Start-ups are also exempted from submission of EMDs.
- iv. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- v. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per Annexure.

c) Procurement through Local Suppliers (Make in India):

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

- i. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ii. "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- iii. "Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.

- iv. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- v. The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- vi. The margin of Purchase preference shall be 20%.
- vii. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- viii. In cases of procurement for a value in excess of ₹10 Crores, the 'Class-I Local supplier'/'Class – II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- ix. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- x. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

d) Ministry of Electronics and Information Technology (MeitY):

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

- i. The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- ii. Punjab & Sind Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.
- iii. Following evaluation, a Contract/ Purchase Order may be awarded to the bidder(s) whose bid meets the requirements of this RFP and provides the best value to the Bank commercial point of view.
- iv. The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP. The terms and conditions of purchase order and RFP shall constitute a binding contract.

1.21 Amendment to RFP Contents

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

to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission.

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

1.22 Disqualification

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

1.23 Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

1.24 Project Execution

Contract period with the Consultant will be kept for 12 months from the date of signing of Service Level Agreement with the Bank, which can be extended for another 12 months (6 months + 6 months in two tranches) with same terms and conditions.

1.25 Service Level Agreement

The successful bidder shall execute Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank.

The successful bidder shall execute the SLA within one month from the date of acceptance of letter of appointment/Purchase Order or as intimated by the Bank.

All the expenses related to execution of the document such as applicable stamp duty and registration charges if any shall be borne by the selected bidder/consultant

1.26 Signing of Contract

The terms and conditions of purchase order and RFP (read with addendums/ Corrigendum/Clarifications) shall constitute a binding contract. The bidder has to accept the PO within 07 days of issuance.

The Pre Contract Integrity Pact Agreement and Non-Disclosure Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

1.27 Confidentiality of the Bid Document

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

CHAPTER 2- SCOPE OF WORK

The bidder shall be responsible for the design, advisory, and end-to-end execution oversight of all recommendations aimed at enabling digital transformation across the Bank's key functional areas, including business, support and control functions, covering both planning and implementation phases.

The goal is to build a digitally strong bank that can match global standards and compete effectively in India and internationally.

The bidder will create strategies, coordinate with all teams, and ensure proper execution. The work should support both immediate needs and long-term growth to make the Bank a fast-growing digital organization.

Each recommendation shall be substantiated with a detailed cost-benefit analysis. Further, the Bidder shall provide comprehensive specifications covering system architecture, hardware, networking, and configuration requirements, ensuring complete end-to-end implementation readiness.

In addition to advisory and design, the Consultant shall support outcome-oriented digital transformation by leveraging and optimising the Bank's existing technology, data, security, and operational capabilities, and by recommending new capabilities only where gaps are identified.

2.1 Scope of Work

Module 1 - Drive revamp of existing digital banking platforms on UI/UX & architecture upgrade

- a) Conduct diagnostic assessment of existing mobile/internet banking features, identifying UI/UX gaps and benchmarking against leading market players and industry standards.
- b) Develop a prioritized feature roadmap with defined timelines aligned to business objectives, industry benchmarks, and emerging technology trends.
- c) Support in benchmarking, recommendation on strategy for architecture upgrade for existing digital banking platforms.
- d) Support the Bank in end-to-end program management including implementation of the UI/UX revamp within the existing/new architecture framework.
- e) Support program management including implementation for architectural upgrade, including micro services migration and feature enhancements.
- f) Establish a governance framework to monitor performance, track progress, manage risks, and ensure timely course correction.
- g) Finalisation of service provider for upgradation of existing digital banking platforms.
- h) The Consultant shall review the existing digital channel architecture and enterprise technology standards and recommend enhancements for scalability, performance, resilience, and future integration requirements, without duplication of existing platforms where already available.
- i) The Consultant shall review existing payments capabilities and recommend innovation opportunities like UPI capability assessment, Merchant ecosystem, Cross-border payments, CBDC etc.

Module 2 - Define, design, support& ensure implementation of customer journeys for digital lending & digital liabilities, enhancement of alternate delivery channels (ADC) and adoption of new digital channels

A. Digital Lending: Detailed assessment of current capabilities of Bank's RAM (Retail, Agriculture, MSME loans) highlighting the criticality of pain points for customers, potential business benefit from digitization.

- a) Identify issues and re-design customer functionalities and experience. Define functional design for the lending processes including end-state design and wireframes and to define stage-wise plan for implementation
- b) Provide statutory clarity/regulatory interface on various issues relating to digital lending business.
- c) Support design of Operational and Credit Policies for digital lending Products, such as:
 - Support Banks Analytics team for design of pre-approved models
 - Support Banks Analytics team to design digital score cards for screening at own channels/ third party sourcing journeys in line with Risk Management Policy of the Bank and Regulator
 - Support design of Product Notes for digital lending journeys for each phase
- d) Devise end to end customer journeys for select prioritized journeys:
 - Study the existing loan appraisal process (underwriting) and redefine the process with minimum degree of manual intervention
 - Design user friendly process flow from sourcing of application to disbursal with minimum steps
 - Identify possible hurdles likely to be faced by stakeholders
 - Formulate separate journeys for existing and new to bank customers
 - The designs of the customer journey should be such that there is reduction in TAT, a better customer experience, decrease in operational cost to the bank and reduced operational risk
 - Design/ redesign user-friendly applications formats
- e) Study the existing disbursement process with a view to
 - Digitize execution of documents
 - Reduce/ eliminate manual interventions
 - Reduce TAT (Turn Around Time).
- f) Defining dependencies with other business verticals and defining the roles and responsibilities of each business vertical involved in the process
- g) Take up implementation of prioritized areas (lending and liabilities/ third party product processes in the first phase)
- h) Devising Strategies to offer digital lending products through various channels like Mobile Banking, internet banking, TAB banking and other channels to be suggested:
 - Consultant to ensure any digital lending journey built can be extended to Bank's all digital channels. In such a scenario, Consultant to ensure upgradation of UI/UX related to such customer journeys to ensure visual appeal and ease of use
 - Consultant to ensure any digital lending journey built can be extended to any new application over digital channel that Bank may build over the next 3 years
- i) Define the metrics to be tracked and setup the governance mechanism and support building of dashboards for management. Consultant to monitor adoption, issues faced and carry out course correction, if required.
- j) Digital lending journeys shall, to the extent feasible, leverage the Bank's existing analytics, decisioning, rule engines, and risk platforms, and propose enhancements only where gaps impacting customer experience, TAT, or risk are identified.

B. Liability Products & Adoption of Digital Channels:

- a) Conduct gap analysis and identify initiatives for new capabilities to enhance functionalities of existing channels and provide program management support for implementation of these initiatives for digital liabilities and channels
- b) Study major products and processes in the bank including channels like mobile banking, internet banking etc. :

- Plan for revamping/ upgradation of channels
 - Addition of products and services through these channels for a better customer experience
- c) Identify products/processes available in the bank which have the potential to be digitized and draw out plan for their implementation.
 - d) Study the liability products and services prevalent in industry and new products which bank can introduce on digital platform.
 - e) Prioritize Journeys and make a phase-wise rollout plan, with emphasis on design/strategy along with benchmarking with best industry practice.
 - f) Design of new channels and applications, based on the needs, usage, expectations of the customers. Devise strategy for adoption of new delivery channels like social media, Messenger Based Delivery Channels, Banking on the go etc.
 - g) Designing customer communication and campaigns to on-board customers on the digital channels of the Bank - create targets and roadmap to achieve those targets.

Module 3 - Devise strategy for in-house skill development/capacity building

- a) Designing objectives, organization structure and overall KRAs for the digital organization
- b) Identifying digital skills and capabilities required by the Bank to execute the requirements mentioned in all the modules.
- c) Developing talent strategy for the digital organization — competencies, hiring plan, on-boarding strategy
- d) Assistance in onboarding of lateral talent with expertise in risk, technology, analytics, etc., if required.
- e) Assist in Inhouse competency building for new technology as well as products and services
- f) Develop strategy for Talent retention of employees working in Digital domains to leverage their skills for enhancing digital services.
- g) Strategize imparting new skills to employees to abreast them of latest technologies and trends prevalent in industry.
- h) The Consultant shall focus on strengthening and up skilling existing teams, ensuring long-term institutional capability build-up.

Module 4 - Support Fin-Tech & Vendor On-boarding; Design Ecosystem Partnership Strategy

- a) Identification of potential FinTechs partnership for implementation to harness the maximum benefits of the new initiatives like Account Aggregators, Umbrella Organizations etc.
- b) Devise strategy for tie-up with FinTech companies as tech enablers and for business volume generation, customer acquisition/retention, enhanced customer experiences.
- c) Review and design of FinTech selection and on boarding policy which should be in line with industry best practices.
- d) Devising strategies on making tie-up with Fintech companies. This should include preparing a process document, support for identification; on boarding and integrating the FinTech service providers/vendors with the bank. Consultant will support and guide the Bank to design and release RFPs for Fintechs/ vendor on boarding in case of need during the process of Digital Transformation.
- e) The consultant to provide recommendations for on boarding FinTechs/partnerships.
- f) Suggest the tie-Up with FintTech partners to increase Bank 's share of Business in rural and semi urban areas
- g) Design Ecosystem partnerships blueprint, covering the following:

- Design Ecosystem partnership blueprint covering framework to identify and shortlist the ecosystem partners across Retail, Agriculture, MSME and other credits.
 - Assess benchmark best practices across India for ecosystem engagement
 - Design the various models of engagement with partners
- h) To define Performance Metrics and define system to measure the Business delivery outcomes from the onboarded FinTech as defined / desired by the Bank.
 - i) Review the Bank's existing Fintech policy relating to digitisation by factoring data inputs from the Industry wise best practices.
 - j) To study best in class financial technology prevalent in industry and market and devise strategy for adoption of such technologies in Bank.
 - k) Review and align the FinTechs Policy/ Documents/ Vendor Engagements in line with RBI/DIPAM/ Ministry and Industry of Commerce and other regulatory Agencies.
 - l) To Help the Bank to establish sandbox Testing facility for FinTech Start-ups.
 - m) To recommend the Bank to participate in FinTech Eco-System as per RBI Fintech Department.
 - n) The Consultant shall align FinTech and ecosystem onboarding with the Bank's existing enterprise fraud, security, and technology governance frameworks.
 - o) All recommendations relating to FinTech onboarding, ecosystem partnerships, API platforms, open banking initiatives, or core-digital integration shall remain vendor-agnostic and shall not result in direct or indirect preference to any specific vendor, technology provider, or commercial product.

Module 5 – Revamp of IT Org Structure & Operating Model for achieving Digital Transformation

- a) Review existing organization structure and operating model of IT department to identify gaps. Design revised organization structure for IT department and provide recommendations of target operating model with detailed structure, specifics of the technological solutions to be utilized, roles and responsibility of the team, manpower requirement etc.
- b) Design Digital Architecture for the bank covering application, infrastructure and security.
- c) Consultant to review existing IT architecture of the bank and recommend changes to enable the digital transformation priorities described in Module
- d) Consultant to define target IT architecture for the bank and provide a blueprint for implementation of the same.
- e) The Consultant has to define strategies and technological solutions for IT & Digital operating model with detailed structure, specifics of the technological solutions to be utilized, roles and responsibility of the team, manpower requirement etc.
- f) Consultant to provide inputs to enable Bank to develop a future-looking policy for providing API-based services in partnership with neo-banks/other partners and to implement Open Banking Architecture
- g) Review the Bank's existing IT policy relating to digitization by factoring data inputs from the Industry wise best practices.
- h) Assist the Bank in adopting in Artificial Intelligence (AI), Machine Learning (ML), Block-chain& any other upcoming technology enabled solutions in Bank's environment
- i) Comply with Bank's IT & IS Security policy in key concern areas relevant to the Digital Transformation.
- j) Review the Cloud Policy of the bank to enable the migration to cloud for existing and new applications considering all Data Security and privacy aspects.

- k) To explore more effective use of Cloud to reduce transaction and technology cost.
- l) Recommendations shall be aligned with the Bank's existing Enterprise Technology Architecture (ETA), CI/CD pipelines, DevSecOps capability, cloud strategy, and security frameworks, Secure coding and release automation best practices, Test automation and quality engineering improvements, focusing on optimisation and maturity enhancement.
- m) The Consultant shall assess alignment of core banking and legacy systems with digital initiatives like Review of core-digital integration, Identification of legacy bottlenecks, Decoupling, API enablement, event-driven architecture recommendations, Phased modernisation / coexistence roadmap etc.
- n) The Consultant shall review ongoing enterprise-level observability initiatives and ensure digital platforms and journeys are appropriately covered like Identification of visibility gaps impacting customer experience and recommendations to enhance alerting, correlation, and incident responsiveness

Module 6 - Planning for Digital Transformation Roadmap

- a) Support Bank in initiating the functioning of the Digital organization i.e., ways of working, KPIs, interaction with various teams, etc.
- b) Design a Digital Transformation roadmap for the Bank for the next 5 years.
- c) Define Digital Vision of the Bank.
- d) Analyze existing digital technology infrastructure available at the Bank for effective use for the redesigned processes.
- e) Specify technology solutions to be set up to address gaps in overall architecture including future-ready Loan Origination System (for application processing), engagement layer applications and API Management Gateway.
- f) Designing the policy on roadmap for digitizing of manual intensive work, ie, end to end digitalization of internal processes.
- g) Consultant will support and guide the Bank to design and release RFPs for on boarding of vendor, system integrator, Fintech as per need during the process of Digital Transformation.
- h) Devising strategy for other upcoming digital opportunities as permitted by regulatory framework and other regulatory requirements
- i) Support implementation of EASE Agenda in respect of digital capabilities.
- j) Support and guide in implementation/closure of RBI's CSITE observation/IT Examination.
- k) Assistance in a detailed assessment of vendor choices and preferences for each technology solution
- l) Feasibility on certification by Bank on security and privacy of data, risk management, quality management systems etc. Assisting Bank is complying for fulfilment of requirements of the required certification,
- m) Consultant to provide inputs to enable Bank to develop a future-looking policy for providing API-based services in partnership with neo-banks/other partners and to implement and market Open Banking Architecture
- n) Review the Bank's existing Digital Banking policies by factoring data inputs from the Industry wise best practices.
- o) The roadmap shall be aligned with existing/proposed enterprise initiatives including data, security, DevSecOps, observability, and architecture transformation programs.
- p) The Consultant shall review and align digital initiatives with the Bank's existing enterprise fraud monitoring framework and recommend enhancements only where digital-specific gaps are identified like assessment of digital channels/APIs/payments, Identification of digital-specific

fraud risks, Recommendations for better integration of digital telemetry, Enhancement of behavioural analytics, device intelligence, or mule detection where required.

- q) The Consultant shall review existing financial inclusion initiatives and recommend for rural / semi-urban adoption, Assisted digital models (BCs, kiosks), Vernacular UX and low-bandwidth design strategies

Module 7 - Devise strategy for Digital Marketing/ Social Media reach enabling of on-boarding of new customers

- a) Devise digital marketing Strategy for Marketing for all type of products and services (both Digital/ Non-Digital) and on boarding of new customers
- b) Study the present marketing strategies/structure of the bank and suggest ways and means to revamp the strategies/structure
- c) Strategy for redefine process flow and functional design for Digital Marketing Department
- d) Frame strategy for marketing through Social Media channels
- e) Focus to increase visibility in the market through all digital channels to reach target segment in each product segment
- f) Strategies to enhance customer engagement and to retain customers using digital channel
- g) Devising strategy to use data analytics and behaviour analysis of customers and best industry practice for increasing cross sell/ upsell of Digital products and services.
- h) Review and strategize Loyalty/Reward program as per best industry practice.
- i) The Consultant shall assess current customer engagement mechanisms and recommend personalization and intelligence-driven enhancements, leveraging existing data and analytics platforms like assessment of existing segmentation and campaign tools, Next Best Offer / Next Best Action capabilities, Behavioural and contextual personalization, Real-time customer engagement (nudges, alerts, offers), customer support mechanisms (AI chatbots / voice bots/ contact-center) etc.
- j) The Consultant shall review and assess the Bank's existing data platforms and data governance mechanisms and recommend enhancements like Assessment of Data Analytics platforms, Customer 360° enablement using existing data assets, Data Governance (ownership, quality, lineage), Metadata management and data catalog evaluation, Enhancement of self-service BI and analytics for business users etc.

Module 8 - Training & Change Management for roll out of customer Journeys and Project Management support

- a) Assist in framing implementation strategy and guidelines for any new regulation/guideline from regulator/government related to digitalization.
- b) Roll out Plan and implementation - Consultant to draw a rollout and Implementation for digital Transformation in the bank and ensure successful Change Management with focus on:
- Pilot rollout and full roll out plan
 - Communication with field
 - Preparation of training material & SOPs.
 - Support adoption of change by the staff.
- c) Consultant to support and work with Corporate Office Divisions/ Training Centers for adoption of the changes and scale up lending through Digital Channels.
- d) Identifying the training needs of the employees in the context of digital transformation and Devise Strategy to revamp and strengthen various e- learning /virtual learning/training program for the employees which is proposed to be part of digital transformation.

- e) Study the existing training process and analyze the gaps in terms of skillset and capability in the bank and devise suitable strategies for digitizing the training process
- f) Devise suitable training program with a view to implement digital transformation in the bank
- g) Support in organizing the digital business meet and identify KPIs for tracking on an on-going basis
- h) Working across the organization and operating offices to communicate and handhold in change management
- i) To define the measures the effectiveness initiatives and mechanism to course correct during the implementation of the same
- j) Establishing project management office with latest collaboration tools and project management tools
- k) Assist Bank in setting up Project Steering Committee and Project Delivery Team across various verticals (business, operations, technology, regulatory, compliance, human resources, etc.)
- l) To drive Project Management Office (PMO) for overall coordination & implementation of the project
- m) Based on discussions with Bank management, establish overall project governance structure to include the roles and responsibilities of the Project Steering Committee and Project Delivery Team
- n) Communicate the Digital transformation objectives to the project team
- o) Consultant to bear overall responsibility for Program Management Support for any vendor driven activities, development, work streams associated with any of the Modules mentioned above. Consultant shall monitor design and implementation efforts by vendor(s) and provide timely updates on the same
- p) To discuss progress on the digital transformation plan with work stream leads and regularly track the implementation status along with sharing the same with concerned stakeholders.
- q) Report to the Project Steering Committee based on established pace.
- r) Manage quality, risks, issues, and changes.
- s) Understand the key bottlenecks / challenges faced and discuss with concerned stakeholder to identify solution
- t) Support specific verticals with dependency management, co-ordination and highlight best practices
- u) To interact and make presentation to Bank's various committees, departments etc. regarding planning, implementation and progress of the projects and industry wide new trends driving the required transformation
- v) Provide program management support for Implementation of the proposed digital lending journeys across
 - Clearly defined timelines for each customer journey
 - Define specific functionality for each identified initiative
 - Design the process flow and rollout plan for the identified products and processes and extend support in implementation
- w) Rollout Plan and implementation – Consultant to draw a rollout and implementation plan for digital transformation in the bank and ensure successful change management.
- x) Devising Project monitoring reports/tool for project management & sharing the same with Bank's team.
- y) Knowledge transfer of all the relevant activities related to the project.

Consultant will be required to make discussions/ meetings/ presentations/ demos/ workshops/ trainings to different groups of business users/ committees/ technical teams as and when required by the Bank at its (Bank's) Delhi-NCR.

2.2 Project Length

The contract period with the Consultant for Digital Transformation of the Bank will be initially kept for 12 months from the date of signing of Service Level Agreement with the Bank. Extendable for another 12 months (6months + 6months in two tranches) with same terms and conditions as per Bank's sole discretion, provided services of the consultant is satisfactory. The project is divided into following 3 sub phases:

Phase A: Gap Analysis Phase of all modules (Months 1-2)

Phase B: Design and Preparation for Implementation of all modules (Months 3-4)

Phase C: Implementation (Months 5 & onwards)

2.3 Resource Requirement

Bank desires to deploy suitable resources for doing above scope. However, minimum 10 number of onsite resources to be deployed by the successful bidder during contract period and during any extension thereof. Techno Domain resource is to be provided for discussion with Business Users and for preparation of BRD. SPOC with related knowledge should be tagged to each business user department. The Technical resource with expertise in the preparation of RFP is to be deployed for discussion with respective departments and preparation of RFP wherever required.

- i) **Team leader/Project Manager Involvement:** 1 person Full time. Needs to be the person who has delivered and led digital consulting / similar project in scheduled commercial banks in India.
- ii) **Senior Resource Involvement:** 9 person full time. Needs to be the person who has delivered and led digital consulting / similar project in scheduled commercial banks in India.
- iii) All the resources proposed above should be on the rolls of the organization.
- iv) The detail profiles of the resources have to submitted as per Annexure XV, with supportive documents/ experience certificate.

The above requirement of Team Leader/Project Manager and Senior Resources are minimum, However Consultant may deploy suitable number of resources to the timelines.

CHAPTER 3 - TERMS AND CONDITONS

3.1 Payment Terms

- i) No advance payment will be released against purchase order.
- ii) Payment will be made only after successful completion of the phases and signoff given by the Bank.
- iii) Terms of payment will be as follows:

S. No.	Key Milestones for Payment	% age of Contract Value
1.	On completion of Gap Analysis phase of all modules and on completion of 2 months of contract	15%
2.	On completion of Design and Preparation of Implementation Phase of All modules and on completion of 4 months of contract	20%
3.	On completion of implementation of any 4 modules to be decided as per approved project plan plus initiation of pilot for 2 lending journeys & 1 liabilities/third party product journey as defined in module 1 of the scope of work and on completion of 8 months of contract	30%
4.	On completion of all modules and deliverables as per scope of work	35%

3.2 Assignment & Subcontracting

- a) The selected bidder shall perform all activities under this engagement in a vendor-neutral, technology-agnostic, and solution-independent manner. All assessments, architectures, roadmaps, recommendations, and deliverables shall be based solely on the Bank's business requirements, existing technology landscape, regulatory considerations, and industry best practices, and shall not promote, favour, or directly or indirectly recommend any specific OEM, system integrator, cloud service provider, FinTech, platform, or proprietary product.
- b) The selected bidder and its affiliates shall not participate in any subsequent RFP for system integration or product supply arising from their own recommendations, for a period of 3 years.
- c) The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.
- d) The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.
- e) If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

3.3 Delays in the Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract/purchase order, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- a) Claiming Liquidated Damages
- b) Termination of the purchase agreement fully or partly and claim liquidated damages.
- c) Execution of Bid Declaration Form / Invoking EMD or Performance Bank Guarantee

3.4 Penalty and 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.

The Bank will consider the inability of the bidder to the services within the specified time limit as a breach of contract and would entail the payment of Penalty/Liquidated Damages on the part of the bidder.

The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

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. 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 (Timelines shall be made part of SLA).**

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected bidder after imposing Penalty on selected 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.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected 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 violation will attract penalties.

The performance bank guarantee provided to the bank may be invoked in order to recover penalties/liquidated damages.

3.5 Order Cancellation

- a) The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - i. Delay in delivery of services in the specified period.
 - ii. Serious discrepancies noted in the inspection.
 - iii. Breaches in the terms and conditions of the Order.
- b) The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
 - i. Non submission of acceptance of order within 7 days of order.
 - ii. Excessive delay in execution of order placed by the Bank.
 - iii. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - iv. The bidder goes in to liquidation voluntarily or otherwise.
 - v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - vi. The progress made by the selected bidder is found to be unsatisfactory.
 - vii. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - viii. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
 - ix. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
- c) Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- d) In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
- e) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- f) The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- g) In addition to the cancellation of purchase order, the Bank reserves its right to blacklist the vendor for non- performance and/or invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

3.6 Consequences of Termination

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

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.7 Audit by Third Party

The selected bidder (Service Provider), if required, has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on selected bidder in conjunction with the services provided to the Bank.

CHAPTER 4 - LEGAL AND CONTRACTUAL

4.1 Dispute Resolution Mechanism

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

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between General Manager, HO Digital Banking Department, of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The laws applicable to this contract shall be the laws in force in New Delhi, India. The contract shall be governed by and interpreted in accordance with Indian law. The award will be recorded in writing, along with the reasons therefor. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The successful bidder(s) shall continue 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, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

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

4.2 Jurisdiction & Governing Laws

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

4.3 Notices

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

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

4.4 Authorized Signatory

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

4.5 Force Majeure

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

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

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

Any decision regarding the condition/situation falls under the force Majeure or not, will be on the Bank and not on the Bidder.

4.6 Confidentiality

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

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

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

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

4.7 Ownership and Retention of Documents

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

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

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

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

4.8 Intellectual Property Rights

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

4.9 Intellectual Property Indemnity & Indemnity against Misuse of License

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

The selected bidder shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by selected bidder in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the selected bidder unless such person is found to be suitable in such verification and selected bidder shall retain the records of such verification and shall produce the same to the Bank as and when requested.

Indemnity

The 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 bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The 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 purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual

property rights vest in a third party, the 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 service supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and/ or to assist the Bank in defending at the bidder's cost against such third party's claim and/ or actions and against any law suits of any kind initiated against the Bank.

4.10 Legal Compliance

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

It shall be the sole responsibility of the selected bidder to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance/ up gradation / development during the contract period without any cost to Bank.

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

The selected bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder. Further, bidder to ensure that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be done for providing remuneration for services provided to the Bank on behalf of selected bidder.

The selected bidder shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws especially contract Labour (Abolition) Act, EPF Act and ESI Act, throughout the currency of this Agreement.

The selected bidder shall be solely liable & responsible for compliance of all applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors 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, registration of labours, ESIC, PF, workman compensation etc. and the Bank shall have no liability in these regards. Salary of employees of the vendors are being directly credited to the employees' account. Confirmation that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees be submitted along with the monthly bills raised by vendor.

The selected bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. Bidder is to compliant to all existing regulatory guidelines of GOI /RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008).

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.

Digital Personal Data Protection Compliance

The Bidder/Service Provider shall comply with all applicable provisions of the Digital Personal Data Protection Act, 2023 and any rules, regulations, or guidelines issued thereunder while collecting, processing, storing, or handling any personal data in connection with this RFP/Agreement. The Bidder/Service Provider shall implement appropriate technical and organizational security measures to ensure protection of personal data against unauthorized access, disclosure, alteration, or loss. The Bidder/Service Provider shall immediately notify the Bank of any actual or suspected data breach involving personal data. The Bidder/Service Provider shall ensure that personal data is used solely for the purposes of performance of the contract and shall not disclose the same to any third party without prior written consent of the Bank. The Bidder/Service Provider shall indemnify and hold the Bank harmless against any loss, liability, penalty, or damage arising out of any breach or non-compliance with the Digital Personal Data Protection Act, 2023.

- a) The service provider shall assist the Bank in complying with obligations relating to Data Principal Rights such as access, correction, erasure of data, and grievance redressal under the Act.
- b) The service provider shall not engage any sub-contractor or sub-processor for processing personal data without prior written permission of the Bank.
- c) Upon termination or expiry of the contract, the service provider shall return or securely delete all personal data and confirm the same to the Bank.
- d) The selected vendor(s)/Service provider undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date. The vendor/service provider shall sign a Non-disclosure Agreement as stated in the RFP/Agreement.

4.11 Conflict of Interest

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.12 Inspection of Records

Subject to receipt of prior written notice, selected bidder's records/premises with respect to any matters covered by this Tender shall be made available to the Bank or its designees and regulators including RBI, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the selected bidder, provided that the auditors would be permitted to submit their findings to the Bank pertaining to the scope of the work, which would be used by the Bank. The cost of the audit will be borne by the Bank.

The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Such audit shall be conducted within normal working hours of the selected bidder and the Bank's auditors shall comply with confidentiality and security requirements as specified by the selected bidder.

4.13 Publicity

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

The bidder agrees to make no reference to Bank or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of Bank.

4.14 Solicitation Of Employees

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

4.15 Limitation of Liability

The selected bidder aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for IP Infringement indemnity, bodily injury (including Death) and damage to real property and tangible property caused by vendor(s)/s' gross negligence. For the purpose for the selection, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the selected bidder that gave rise to claim, under this Tender. The selected bidder shall not be liable for any indirect, consequential, incidental or special damages under the Agreement/ Purchase Order.

4.16 Signing of Pre-Contract Integrity Pact

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

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

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

Name	Email
Sh. Debal kumar Gayen	gayen.dk@gmail.com
Sh. Pramod Kumar Garg	pkgarg.1957@gmail.com

4.17 Non-Disclosure Agreement

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking and have to sign Non-Disclosure Agreement as per **Annexure-X** on stamp paper. No media release, public announcement or any other reference to the RFP or any programme there under shall be made without the written consent from the Bank. Reproduction of this RFP, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

ANNEXURE – I

Tender Covering Letter

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

The Assistant General Manager
Punjab & Sind Bank,
HO Digital Banking Department
B-38/39, Block B, Industrial Area Phase I
Naraina, New Delhi-110028

Dear Sir,

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref: Tender No. _____ **dated** _____

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for the Selection of Consultant for Digital Transformation RFP document forming Technical Bid as well as Commercial Bid being parts of the above referred Bid. I am authorized to sign the documents in this regard and the copy of Board Resolution(BR) / Power of Attorney along with BR is attached herewith.

We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We confirm that we have noted the contents of the GeM bid/RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI at the time of Bid submission and also at the time of bid submission.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

Dated this ____ day of _____, 2026

Authorized Signatory

Designation

Vendor's name

(Name of Address Authorized Signatory)

Company Name and Seal

ANNEXURE – II

Bidder's Information

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

S.No.	Particulars	Details
1.	Name of the Company Address for Correspondence: Registered Office: Corporate Office:	
2.	Constitution(Proprietary/Partnership/Private Ltd./Public Ltd./LLP/Others)	
3.	Registration No.	
4.	Date of establishment	
5.	Website Address	
6.	Email Address	
7.	Number of Years in the Business	
8.	Detail of Tender Fee and Earnest Money Deposited	
9.	If any exemption required with respect to MSE or Start-up.	
10.	Income Tax PAN GSTN ID	_____ _____
11.	Website Address	
12.	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Email-ID (any changes in the above should be informed in advance to Bank)	
13.	Name of Person Authorized to sign Designation. Mobile No. Email Address	

Wherever applicable submit documentary evidence to facilitate verification.

DECLARATION:

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

1. The Bank is not bound to accept the lowest bid or may reject all or any bid at any stage at its sole discretion without assigning any reason therefore.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost,

when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

3. We have read and understood all the terms and conditions and contents of the RFP and also undertake that our bid conform to all the terms and conditions and do not contain any deviation and misrepresentation. We understand that bank reserve the right to reject our bid on account of any misrepresentation/deviations contained in the bid.
4. Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us.
5. I/ We do not have any conflict of interest as mentioned in the RFP document.
6. I/We submit this application under and in accordance with the terms of the RFP document and agree and undertake to abide by all the terms and conditions of the RFP document.
7. Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
8. The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
9. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
10. We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
11. The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
12. We agree to the splitting of order in the proportion as stated in the RFP at the discretion of Bank.
13. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
14. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
15. We ensured that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be done for providing remuneration for services provided to the Bank on behalf of selected bidder.
16. Bidder means the vendor(s) who is decided and declared so after examination of commercial bids.
17. We ensure that the entire data relating to payment systems operated by them will be stored in a system only in India. This data should include the full end-to-end transaction details / information collected / carried / processed as part of the message / payment instruction.
18. We confirm that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees.

Date:

Place:

Bidder's Authorized Signatory
Name
Designation
Company Name and Seal

ANNEXURE - III
Bid Security Declaration

(To be stamped in accordance with stamp act)

(Should be submitted by eligible MSEs/Startups with company seal and signature of the authorized person)

Date: _____

To,

The Assistant General Manager
Punjab & Sind Bank,
HO Digital Banking Department
B-38/39, Block B, Industrial Area Phase I
Naraina, New Delhi-110028

Dear Sir,

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

We, the undersigned, declare that:

We, M/s..... (herein referred as bidder) understand that, according to bid clause No. 1.11, bids may be supported with a Bid Security Declaration, bidder render the declaration that:-

Bank may proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (maximum up to ₹,90,00,000/-(Rupees Ninety Lakhs Only)) and In case of Execution of Bid Security Declaration, we, M/s.....may be suspend for three (3) years from being eligible to submit our bids for any contracts with the Bank if we, M/s..... are in breach of our obligation(s) under the bid conditions, in case we, M/s.....:-

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

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

Bidder's Authorized Signatory

Name

Designation

Company Name and Seal

PUNJAB & SIND BANK

ANNEXURE –IV

EXPERIENCE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN
(Certificate from each bank on its letter head)

This is to certify that <company's name> has provide the consultancy services for the following:-

S. No	Project Name	Period (From... and To....	Detail of Project	Remarks

Name:

Designation:

Bank:

Email ID:

Mobile No:

Telephone No.:

(Seal/ Stamp)

Note: The above certificate should be signed by a Bank Official with a rank of Assistant General Manager or above or its equivalent as per organizational structure.

ANNEXURE-V

Reference Site Detail

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

The reference sites (minimum 2) submitted must be necessarily of those Banks/Companies, as sought in RFP, where the bidder has been awarded the contract prior to Issuance of this RFP. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids.

Name of the Bank / Financial Institution (Client Name)	
Address of the Bank / Financial Institution	
Brief description of the nature of business / process handled.	
Contact Details (At least two contacts details of senior staff of the client are to be provided for each reference).	
Contact 1	
Name:	
Designation:	
Landline No.:	
Mobile No.:	
E-mail id:	
Contact2	
Name:	
Designation:	
Landline No.:	
Mobile No.:	
E-mail id:	
Description of the services provided	
Duration of assignment including start date and end date.	

Name:
Designation:
Bank:
Email ID:
Mobile No:
Telephone No.:
(Seal/ Stamp)

ANNEXURE-VI

Eligibility Criteria

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

Subject Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any, and furnish the following information relating to Eligibility Criteria.

S. No.	Eligibility Criteria	Documents required
EC-1	The bidder should be a registered /existing company under Company Act 1956/ 2013/PSU/PSE/Government Organization/ partnership firm / LLP and should be in existence for last 7 years from RFP publishing date.	Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company). Any other relevant documents issued from competent authority of GOI
EC-2	The bidder should have minimum annual turnover of ₹70 Crores in each of the last three financial years (2024-25, 2023-24, and 2022-23) (As per Standalone Balance Sheet only)	Copies of Audited Balance Sheets and Profit & Loss A/c along-with a signed Certificate from Company's CA evidencing turnover for the financial years: (2024-25, 2023-24, and 2022-23)
EC-3	The bidder should have Positive Net worth in last three Financial Years (2024-25, 2023-24, and 2022-23) (As per Standalone Balance Sheet only)	Copies of Audited Balance sheet and Profit & Loss A/c along-with a signed Certificate from Company's CA evidencing Positive Net-worth for the financial years: (2024-25, 2023-24, and 2022-23) For Net worth computation, investment in sister concerns will be deducted from paid up capital and reserve for all the bidders. Networth should be able to support project implementation and the financial liabilities and as such the outstanding Disputed Liabilities under statutory obligations & penalties for previous projects even if disputed shall be adjusted suitably.
EC-4	Bidder should have done at least two Consulting / Advisory Projects for Digital Transformation/Digital Banking in a Public Sector Bank / Private Sector Bank in India having at least 1000 branches with total business from Indian Operations > Rupees 2 Lakh Crores {Excluding Co-operative Banks & Regional Rural Banks (RRBs)}, during last 5 years from the RFP publishing date. (at least 1 such project in Public Sector Bank is mandatory)	Verifiable Proof of Experience such as Work Order + Certificate from Client/SLA/Project Sign-off with Client reference along with name, contact details, address etc. to be submitted. Multiple modules delivered under a single engagement for one bank shall be treated as one project.

EC-5	The Bidder should have neither failed to perform on any agreement during the last five years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead for the same
EC-6	The Bidder should not have been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ Government Department/ PSU/PSE/Financial Institution or Banks in India.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead for the same
EC-7	The Bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against Bidder/ members of consortium by any statutory or regulatory agencies, which may result in liquidation of company / firm and / or deterrent on continuity of Business.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead for the same
EC-8	The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum-F.No.6/18/2019PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means: An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.	Documents to be submitted: A Self-declaration on letter head of the company duly signed by Authorized Signatory stating any one, whichever is applicable: "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country". OR "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are from such a country and we have been registered with the Competent Authority (Copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered", to be submitted.
EC-9	The Bidder's Organization should not be owned or controlled by any Director or Employee (or Relatives) of Punjab & Sind Bank both present and those who have retired in the last one year from the bid submission date of RFP.	Undertaking to be submitted on the Company's letterhead
EC-10	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered	Undertaking to be submitted on the Company's letterhead

EC-11	The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of Punjab & Sind Bank	Undertaking to be submitted on the Company's letterhead
EC-12	Bidder should have all necessary licenses, permissions, no objections, Approvals as required under the law for carrying out its business. It should have valid GST and other applicable taxes registration certificates/PAN etc.	Undertaking to be submitted on the Company's letterhead
EC-13	The conduct of the Credit facilities availed by the bidder should be satisfactory and no director(s)/ promoter(s) of the company should be in the RBI defaulter list.	Certificate from the Chartered Accountant to be submitted.
EC-14	The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion	Undertaking to be submitted on the Company's letterhead

Date

Authorized Signatory

Signature with Company Seal

Name:

Designation :

ANNEXURE-VII

Technical Evaluation Criteria.

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ dated _____

S. No.	Parameter	Max. Marks	Documents Required
1	<p>Experience with Public/Private Sector Banks in India</p> <p>Bidder experience in modules mentioned under scope of work in this RFP of at least six months in Public Sector Banks / Private Sector Banks in the last 5 years from the bid submission date of RFP. Both Ongoing as well as Completed Projects will be considered.</p> <p>Scoring Methodology-</p> <ul style="list-style-type: none">• 15 marks- if criteria are met for 4 or more modules• 10 marks—if criteria are met for 3 modules• 5 marks- if criteria are met for 1 to 2 modules.	15	Copy of PO/SLA with Project Completion certificate/ recent Satisfactory performance certificate/ any other relevant documents issued by the client to ascertain the scope of work and working experience as sought.
2	<p>Experience/case studies of relevant experience of projects as per context of this RFP</p> <p>Experience and Credentials in implementation of Digital Transformation / Setting up of platform for Digital Bank in India done in last 5 years from the bid submission date of RFP with Public Sector Bank/ Private Sector Banks with minimum Total Project duration of 6 months. Both Ongoing as well as Completed Projects will be considered.</p> <p>Scoring Methodology-</p> <ul style="list-style-type: none">• 20 marks- if the criteria are met for 5 or more Public/Private Sector Banks• 15 marks - if the criteria are met for 3 or more Public/Private Sector Banks• 10 marks - if the criteria are met for less than 3 and equal or more than 1 Public/Private Sector Banks	20	Copy of PO/SLA with Project completion certificate/ recent Satisfactory performance certificate/ any other relevant documents issued by the client to ascertain the scope of work and working experience as sought.
3	<p>Understanding of Scope *</p> <ul style="list-style-type: none">• Understanding context of Punjab & Sind Bank and of Indian Public Sector Banks• Understanding of the scope of the assignment and each sub component of the RFP as demonstrated in the response to the RFP. <p>Scoring Methodology-</p> <ul style="list-style-type: none">• 0-5 marks- Generic Understanding• 6-10 marks—Good understanding with minor gaps• 11-15 marks- Deep, contextual, Bank specific understanding	15	Bidder Presentation

4	<p>Proposed Approach and Methodology *</p> <ul style="list-style-type: none"> • Proposed approach and methodology for the entire scope of work, broken down component wise. • Logical sequencing and phasing • Mapping to phases (Assess → Design → Implement → Adopt) • End to end approach across all modules • Presence of KPIs / measurable outcomes • Risk mitigation strategy including Change management & adoption • Innovativeness of proposed initiatives vis-a-vis the problem solved and the cost-benefit analysis. • Clearly defined timelines, deliverables and Milestone based marking and acceptance criteria • Ease of implementation of proposed initiatives. • Meets with the Bank's goals and objectives. • Tools and techniques, standard operating procedures and best practices to be adopted. • Ensuring proper handover of capabilities to Bank's in-house teams for sustainability • Training & handholding of key Bank teams to ensure appropriate capability building. 	30	Bidder Presentation
5	<p>Proposed Team Profile & deployment</p> <ul style="list-style-type: none"> • Experience and profile of Subject Matter Experts assigned • Experience and profile of the key personnel assigned which includes Team Leader, Module Leader(s), team members etc. • Team deployment plan by module/ sub-module. 	20	Experience Certificate and relevant Documents with profile detail. Replacement approach
	Total	100	

* Bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the scoring under this parameter

(Documentary evidences in support of experience/certification have to be submitted by the bidders along with bid submission)

Date
 Authorized Signatory
 Signature with Company Seal
 Name:
 Designation :

ANNEXURE-VIII

ACCEPTANCE/ COMPLIANCE CERTIFICATE

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

All Terms and Conditions including scope of work (except technical specifications)

We here by undertake and agree to abide by all the terms and conditions/ scope of work stipulated by the Bank in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

Punjab & Sind Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Signature:

Seal of company

Technical Specification

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

List of deviations

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

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

Date

Authorized Signatory

Signature with Company Seal

Name:

Designation :

ANNEXURE – IX

Masked Bill of Material (BOM)

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

Name of the Bidder:

S. No	Particulars	Consultancy Fees (INR)	Applicable Taxes (INR)	Total (INR)
1	Consultancy Fees of the Project	XXX	XXX	XXX

*Note:-

1. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
2. Total fee quoted above shall be all inclusive i.e., Professional Fee as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. However, GST and other applicable taxes shall be paid by the Bank on actual basis at the rate applicable, the rate of applicable GST and other applicable taxes should be informed and charged separately in the invoice generated for supply of the services.
3. The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference. Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.
4. Total fee quote mentioned above will be considered for scoring in the Techno Commercial bid evaluation.
5. The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.
6. The bidder has to undertake the following:-
 - i. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
 - ii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
 - iii. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
 - iv. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date

Authorized Signatory
Signature with Company Seal
Name:
Designation:

ANNEXURE-X

(To be submitted on Non-Judicial stamp of ₹500.00 duly stamped and signed by authorised signatory(ies))

(Strictly Private and Confidential)

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed.

NDA format is provided below.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement made and entered into at..... Thisday.....of.....20.....BY AND BETWEEN , a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 and having its Head Office at 21, Rajendra Place, New Delhi-110008 and Corporate Office at NBCC building, Block 3, Plate B, East Kidwai Nagar, New Delhi – 110023 (hereinafter referred to as “Bank” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

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

WHEREAS:

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

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

1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
- (ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

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

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

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

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

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

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

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct

employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

- a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
 - b) any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
 - c) business processes and procedures; or
 - d) current and future business plans; or
 - e) personnel information; or
 - f) Financial information.
3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.
4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with. Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain
5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.
6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab &

Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the

Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

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

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
8. Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a panel of three Arbitrator. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.
9. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
10. Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.
11. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.
All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.
Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchant ability, fitness for a particular purpose, title, non-infringement, or anything else.
12. Waiver: A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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

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

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

Witness 1:

Witness 2:

ANNEXURE-XI

Escalation Matrix

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

Name of the Company/Firm:

Service Related Issues

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address
a.		First Level Contact				
b.		Second level contact (If response not received in 4 Hours)				
c.		Regional/Zonal Head (If response not recd in 24 Hours)				
d.		Country Head (If response not recd in 48 Hours)				

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name:

Designation :

ANNEXURE – XII

Bill of Material (BOM)

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

Name of the Bidder:

S. No	Particulars	Consultancy Fees (INR)	Applicable Taxes (INR)	Total (INR)
1	Consultancy Fees of the Project			

*Note:-

1. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
2. Total fee quoted above shall be all inclusive i.e., Professional Fee as well as all Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). The Bank shall not entertain any other claims over and above the cost specified in the Commercial Bid. However, GST and other applicable taxes shall be paid by the Bank on actual basis at the rate applicable, the rate of applicable GST and other applicable taxes should be informed and charged separately in the invoice generated for supply of the services.
3. The total price quoted above will be considered as full project cost for execution of end to end deliverables of scope defined in the terms of reference. Payment of consultancy services would be undertaken as per payment terms mentioned in the contract.
4. Total fee quote mentioned above will be considered for scoring in the Techno Commercial bid evaluation.
5. The Bank will be at liberty to deduct at source any amount that may be required under the prevailing laws, rules and regulations.
6. The bidder has to undertake the following:-
 - i. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
 - ii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
 - iii. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
 - iv. We are agreeable to the payment schedule as per “Payment Terms” of the RFP.

Date

Authorized Signatory
Signature with Company Seal
Name:
Designation:

ANNEXURE – XIII

Methodology and Detailed Project Plan

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

Bidder should cover details of the proposed methodology for providing services as per below format:

S.No.	Project Plan	Monthwise Plan				Resources and Time Proposed
		Month 1	Month 2	Month 12	
1	Activity 1					
	Sub-Activity 1					
	Sub-Activity 2					
	...					
2	Activity 2					
	...					
..						

- i. Bidder may give suggestions on improvement of the scope of work given in the RFP and may mention the details of any add on services related to services over and above what is laid down in the RFP document.
- ii. Bidder is expected to provide details of the organization structure proposed for the execution of this contract. This should cover the composition of the complete team including Lead Bidder and Consortium members including their escalation matrix.
- iii. A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.
- iv. The bidder should also provide details of the tools to be used in the assignment and demonstrate the functioning during the presentation.

Date

Authorized Signatory
Signature with Company Seal
Name:
Designation:

ANNEXURE – XIV

Format for Submission of Deliverables

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

S.No.	Name of Deliverables	Description	Expected Timeframe for submission	Draft Template

*An illustration of the deliverables is also expected to be submitted to the Bank

Date

Authorized Signatory
Signature with Company Seal
Name:
Designation:

ANNEXURE – XV

Profile of Proposed Team Leader and Team Members

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

Subject: Request for Proposal for Selection of Consultant for Digital Transformation

Ref:Tender No. _____ **dated** _____

Profile of Proposed Team Leader and Team Members	
Name	
Present Designation	
Qualifications along with name of University / Institutions	
Nationality	
Years in the firm & Total Work experience	
Language proficiency	
Areas of expertise relevant to the RFP	
Role in the proposed assignment	
Tasks assigned	

(Submit documentary evidences with respect to Proof of Qualification, Experience in support of the aforesaid)

We hereby acknowledge that the information provided by us is true and to the best of our knowledge

Date

Authorized Signatory
Signature with Company Seal
Name:
Designation:

Appendix –A
Instructions to be noted while preparing/submitting Part A – Technical cum
Eligibility Proposal

All the Annexures should be submitted in Bidder’s Letter Head with seal and signature of the authorized signatory.

- 1) A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy with Board Resolution in support, to discuss, sign agreements/contracts with the Bank.
- 2) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate. **(Original Hard copy to be submitted to Bank along with other bid documents Part A).**
- 3) Tender Covering letter as per **Annexure-I.**
- 4) Bidder’s Information as per **Annexure-II.**
- 5) Bid Security Declaration as per **Annexure-III (if eligible).**
- 6) Experience Certificate as per **Annexure-IV.**
- 7) Compliance to Pre-Qualification Criteria declaration as per **Annexure-VI** with documentary proof in support of the Pre-Qualification Criteria.
- 8) Technical Evaluation Specification as per **Annexure-VII.**
- 9) Acceptance/ Compliance Certificate as per **Annexure-VIII.**
- 10) Masked Bill of Material as per **Annexure-IX**
- 11) Non-Disclosure Agreement as per **Annexure-X** in non-judicial Stamp paper. **(Original Hard copy to be submitted to Bank along with other bid documents Part A).**
- 12) Escalation Matrix as per **Annexure-XI.**
- 13) Methodology and Detailed Project Plan **Annexure XIII**
- 14) Format for Submission of Deliverables **Annexure XIV**
- 15) Profile of Proposed Team Leader and Team Members **Annexure XV**
- 16) Signed Pre Contract Integrity Pact as per **Appendix-F** in non-judicial Stamp paper. **(Original Hard copy to be submitted to Bank along with other bid documents Part A).**

Appendix-B
Instructions to be noted while preparing/submitting Part B - Commercial Proposal
(Submitted online only)

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory(ies).

1. Bill of Material as per Annexure-XII.

PUNJAB & SIND BANK

Appendix-C
Pre-Bid Query Format

(Bidders should submit the queries in excel format only)

Subject: Request for Proposal for Selection of Consultant for Digital Transformation
Ref:Tender No. _____ dated _____

S. No.	Bidder's Name	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query
1						
2						
3						
4						
5						
-						

Appendix-D
Performa for the Bank Guarantee for Earnest Money Deposit

(Issued by any Scheduled Commercial Bank & to be executed on stamp paper of requisite value as per stamp duty payable at place of execution.)

Ref: Bank Guarantee # _____

Date: _____

Punjab & Sind Bank,
HO Digital Banking Department
B-38/39, Block B, Industrial Area Phase I
Naraina, New Delhi-110028

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

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before _____ before 14.30 hours (Indian Standard Time) or within Bank official working hours 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 _____ 2026 at _____

Name of signatory
Bank Common Seal
Designation

Appendix-E
Format of Performance Guarantee

(Issued by any Scheduled Commercial Bank & to be executed on stamp paper of requisite value as per stamp duty payable at place of execution.)

Tender Reference No: _____

Date _____

Punjab & Sind Bank,
HO Digital Banking Department
B-38/39, Block B, Industrial Area Phase I
Naraina, New Delhi-110028

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, HO Digital Banking Department, B-38/39, Block B, Industrial Area Phase I, Naraina, New Delhi-110028, in response of (Vendor(s) / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office athas awarded the Contract valued ₹.....and appointed.....as Vendor(s) / Consultant for Digital Transformation.
2. vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.
3. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon (Vendor(s) / Service Provider to furnish a Performance Guarantee, for ₹.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.
4. WHEREAS (Vendor(s) / Service Provider) has approached us for issuing in your favour a performance Guarantee for the sum of ₹..... (Rupees.....).

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

5. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether thehas committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we

shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

This Guarantee shall be valid up to plus 12 months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against theand either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of ₹..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond(date) unless expressly agreed to by us in writing.
7. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of
8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims againsthereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.
9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims againstfrom time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.
10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
11. This Guarantee shall not be affected by any change in the constitution of _____ or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____ shall have no claim against us for making such payment.
14. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.
15. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and phone Numbers etc).
16. Notwithstanding anything contained herein above;

- i. Our liability under this Guarantee shall not exceed ₹ _____ (Rupees _____ only)
- ii. This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 12(Twelve) months and including the date _____ and
- iii. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2026

Signature and Seal of Guarantors

Vendor(s)'s Bank

Appendix-F

(To be executed on Non-Judicial stamp paper of ₹500 duly stamped and signed by authorized signatory(ies))

PRE-CONTRACT INTEGRITY PACT

Between

Punjab & Sind Bank (PSB) hereinafter referred to as "**The Principal**",

And

_____ hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for _____ . The Principal values full compliance with all relevant laws of the land, rules, 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 has appointed 1. Sh. Asha Ram Sihag and 2. Aditya Prakash Mishra as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

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

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

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

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

a. The Bidder(s)/ 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 other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of an kind whatsoever during the tender process or during the execution of the contract.

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 contract 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 proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

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

Section 5 - Previous transgression

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

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

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(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 have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.

(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 Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Punjab & Sind Bank and recuse himself / herself from that case.

(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 the 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 of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

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

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

(For & On behalf of the Principal)
(Office Seal)

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

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Appendix-G

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

Checklist			
S. No.	Particulars	Submitted (Yes/No)	Page No
1	Proof of RFP Cost		
2	Certificate of Incorporation		
3	Copy of Board Resolution /Power of Attorney		
4	Audited Balance Sheets & Profit & Loss Statements		
5	Tender Covering letter as per Annexure-I.		
6	Bidder's Information as per Annexure-II.		
7	Bid Security Declaration as per Annexure-III (if eligible).		
8	Experience Certificate as per Annexure-IV.		
9	Reference Site Detail as per Annexure-V		
10	Compliance to Pre-Qualification Criteria declaration as per Annexure-VI with documentary proof in support of the Pre-Qualification Criteria.		
11	Technical Specification as per Annexure-VII.		
12	Acceptance/ Compliance Certificate as per Annexure-VIII.		
13	Track Record of Past Operations as per Annexure-IX.		
14	Non-Disclosure Agreement as per Annexure-X.		
15	Escalation Matrix as per Annexure-XI.		
16	Masked bill of Material as per Annexure-XII.		
17	Methodology and Detailed Project Plan Annexure-XIII		
18	Submission of Deliverables Annexure-XIV		
19	Profile of Proposed Team Leader and Team Members Annexure-XV		
20	Bank Guarantee Earnest Money Deposit as per Appendix-D		
21	Performance Guarantee as per Appendix-E		
22	Signed Pre Contract Integrity Pact as per Appendix-F on non-judicial Stamp paper.		
23	Checklist as per Appendix-G		
24	Signed Copy of RFP		
25	Signed Copy of Addendum/Corrigendum , if any		

Note:

- a) All pages of the bid documents must be sealed & signed in full by authorized person.
 - b) All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3....
- Bank may ask for any other document on its discretion.

Date:

Authorized Signatory:

Signature with Company Seal:

Name:

Designation:

*****End of document*****